

Standard Procurement Documents



Request for Proposals

1st Edition

December 2020



JKCIP SKUAST-K

Request for Proposals

for

"Consultancy Services for FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"

Ref No: *JKCIP/SKUAST-K/2026-27/417-426*

Ref. e-NIT No. 05 of 2026-JKCIP
Issue date: 05.11.2026

JKCIP SKUAST-K

e-NIT No. 05 of 2026-JKCIP **Dated: 05.11.2026**

For and on behalf of Vice-Chancellor, SKUAST-Kashmir, e-tenders are invited under "**Quality and Cost-Based Selection** (QCBS)" method from approved and registered consultant firms to provide "Consultancy Services for FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"

S.No	Name of the work	Period of completion
1.	"Consultancy Services for FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"	03-Months

1. The Bidding document consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions and other details can be downloaded from the departmental website www.jktenders.gov.in as per following schedule:-

1.	**Date of publication of Tender Notice**	**05.11.2026**
2.	**Date of start of downloading**	**05.11.2026**
3.	**Pre-bid meeting date (office of the director research)**	**N.A**
4.	**Bid submission start Date**	**11.11.2026**
5.	**Bid submission end date**	**05.12.2026 (06.55 PM)**
6.	**Date & Time of opening of Technical bid (online)**	**07.12.2026 (02.00 PM)**
7.	**Date of opening of Financial bid of qualifying bidders (online)**	**10.12.2026**

2. The bids for the work shall remain valid for a period of 120 days from the date of opening of financial bids.

   Note: - Scan all the documents on 100dpi with black and white option.

3. The department will not be responsible for delay in online submission due to any reasons.
4. Bidders are advised to use **'My Document'** area in their use on JK tenders e-tendering portal to store such documents as are required.
5. The documents to be submitted with the technical bid shall include:
   a. Copies of original documents defining constitution/legal status/place of registration and principal place of Business with latest renewal.
   b. Valid GST & PAN No. along with latest acknowledgement receipt of GST return.
   c. The bidder shall necessarily upload his complete address, Mobile No. and Email

address along with the bid.

6. Any typographical error if found in the document, the same shall be allowed/corrected as per original estimate/book of specifications.
7. If any dispute arises between the Consultant/s and SKUAST K, the decision of the Vice-Chancellor of SKUAST-K shall be final and binding upon the parties.
8. Tender Opening Committee of SKUAST-K reserves the right to accept or reject any or all tender/s without assigning any reason thereof.

Sd/-
Dean FoH /
Project coordinator (JKCIP)
SKUAST-K

No. JK/CIP/SKUAST-K/2026-27/417-426
Dated: 05.11.2026

Copy for information to: -

1. **PA to Mission Director, JKCIP/HADP for kind information of Mission Director, JKCIP/HADP.**
2. **Director Finance/Comptroller SKUAST-K,**
3. **Estates Officer, SKUAST-Kashmir**
4. **Prof. & Dean/ Project Coordinator JKCIP, FoH, Shalimar SKUAST-K for information**
5. **Deputy Comptroller, Estates SKUAST-K**
6. **Secretary to Vice-Chancellor for information of Hon'ble Vice-Chancellor**
7. **Head Draftsperson, Estates SKUAST-Kashmir**
8. **I/C ARIS Shalimar for up-loading the tender notice on University website**
9. **Notice Board**
10. **Office file**

Foreword

This procurement document has been prepared by the International Fund for Agricultural Development ("the Fund" or "IFAD") for use by borrowers/recipients in competitions for selection of consultancy firms in projects that are financed in whole or in part by IFAD. It can be downloaded using the following link www.ifad.org/project-procurement.

This request for proposals (RFP) document is to be used for complex consultancy services competitions using one of the following procurement methods prescribed in the IFAD Procurement Handbook like quality and cost based selection (QCBS), quality based selection (QBS), fixed budget selection (FBS) or least cost selection (LCS) and in accordance with the provisions of the IFAD Project Procurement Guidelines. IFAD has issued a simplified RFP document for simple low value consultancy services competitions like in individual consultants' selection method and the selection method based on consultant's qualifications (CQS).

This SPD can be used following shortlisting pursuant to a "request for expressions of interest" (REOI) advertisement or by direct invitation using recent prior lists of consultants available to the client, subject to IFAD's no objection.

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Part 1 Proposal and Selection Procedures

Section I.Letter of Invitation Requesting Proposals

Srinagar, India
05-11-2026

Re: Consultancy Services for "FPO Business Plan Preparation" in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"

Dear Madam/Sir,

The *Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir, Shalimar has received* financing from the International Fund for Agricultural Development (IFAD) towards the cost of *Competitiveness Improvement of Agriculture & Allied Sectors Project in J&K (JKCIP)*, and intends to apply part of the financing for the recruitment of consulting services.
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 *Competitiveness Improvement of Agriculture & Allied Sectors Project in J&K (JKCIP)*.

The *Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir, Shalimar* now invites proposals to provide the following consulting services: "FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"

More details on the services are provided in the terms of reference.

It intends to apply part of the financing for consulting services using the **Quality and Cost-Based Selection** method (QCBS), as per IFAD's Project Procurement Guidelines and Procurement Handbook.

Selection will be based on the consultant's based on a **combined score which reflects both** Quality of the Technical Proposal and Cost of the (Financial Proposal).

The proposal shall remain valid for 120 (One hundred twenty) days after opening of financial bid. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.
Late proposals will not be accepted in any circumstances.

The proposal document can be downloaded from the website https/jktenders.gov.in

The successful consultant has to deposit 5% of the contract value as performance security in the form of bank guarantee / FDR from a nationalized bank in the name of Director Research SKUAST Kashmir.

Procurement Handbook, which is available at www.ifad.org/project-procurement. The selection process, as described, may include a reference check, prior to contract award

7. The RFP includes the following sections:

Part 1 – Proposal and Selection Procedures
Section I Letter of Invitation Requesting Proposals (LOI)
Section II Instructions to Consultants (ITC)
Section III Proposal Data Sheet (PDS)
Section IV Qualification and Evaluation Criteria

Section V A Technical Proposal Forms
Section V B Financial Proposal Forms
Section VI Terms of Reference

Part 2 – Conditions of Contract and Contract Forms
Section VII Contract Agreement and General Conditions of Contract (GCC)
Section IX Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

8. A pre-proposal conference *will* be held as described in the proposal data sheet ("PDS"), Section III of this RFP.

10. Consultants should be aware that distance and customs formalities may require longer than expected delivery time. Late proposals will not be accepted under any circumstances and will be returned unopened to the consultant(s).

12. Upon receipt of this letter and before designate date mentioned in E-NIT, please inform us in writing, or by electronic mail, at the address shown below:
(a) that you received the request for proposals; and
(b) whether you will submit a proposal alone or in association.

Sd/-
Dean FoH /
Project coordinator (JKCIP)
SKUAST-K

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Section II. Instructions to Consultants

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A. General

In part 1 (proposal and selection procedures) of this request for proposals (RFP), the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up part 2 (conditions of contract and contract forms) of this RFP, in which such words and expressions shall have the meanings stated in GCC sub-clauses 1.1 and 2.1 unless otherwise specified.

1. Definitions

a) "Addendum" or "Addenda" means a modification to this RFP issued by the client.

b) "Associate" or "Member" means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate.

c) "Borrower/Recipient" means the government, government agency or other entity that signs the financing agreement with the Fund.

d) "Client" means the procuring entity identified in the Proposal Data Sheet (**PDS**).

e) "Confirmation" means confirmation in writing.

f) "Consultant" means any legal entity that may provide or provides the services to the client under the contract.

g) "Contract" means the contract entered into between the client and the consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in part 2 of this RFP.

h) "Days" refers to calendar days.

i) "FBS" means fixed budget selection method as defined in the IFAD Procurement Handbook.

j) "Financial Proposal" has the meaning given to the term in ITC sub-clause 15.5.

k) "The Fund" or "IFAD" means the International Fund for Agricultural Development.

l) "GCC" means the General Conditions of Contract.

m) "Government" means the government identified in the Proposal Data Sheet (**PDS**).

n) "Handbook" means the latest IFAD Procurement Handbook as may be revised from time to time posted on the IFAD website at www.ifad.org/project-procurement.

o) "IFAD funding" means the funding that IFAD has made available to the government and/or the funding being administered by IFAD pursuant to the terms of the financing agreement.

p) "Instructions to Consultants" or "ITC" means Section II of this RFP, including any amendments, which provides consultants with all information needed to prepare their proposals.

q) "Key Professional Personnel" means the key professional personnel identified pursuant to ITC sub-clause 15.3(d).

r) “LCS” means least cost selection method as defined in the IFAD Procurement Handbook.

s) “PDS” means the Proposal Data Sheet, in Section III of this RFP, used to reflect specific requirements and/or assignment conditions.

t) “Personnel” means key professional personnel and additional staff provided by the consultant, or by any sub-consultants, or associates that are assigned to perform the services or any part thereof.

u) "Pre-proposal Conference" means the pre-proposal conference specified in **PDS** ITC 2.4, if any.

v) “Project” means the project named in the **PDS** that is being funded and/or administered by the Fund, and being implemented by the client identified in the **PDS**.

w) “Proposal” means the technical proposal and the financial proposal for the provision of the services submitted by a consultant in response to this RFP.

x) “QBS” means quality-based selection method as defined in the IFAD Procurement Handbook.

y) “QCBS” means quality and cost-based selection method as defined in the IFAD Procurement Handbook.

z) “RFP” means this request for proposals, including any amendments that may be made, prepared by the client for the selection of the consultant.

aa) “SEA” means sexual exploitation and abuse and refers to the IFAD Policy on Sexual Exploitation and Abuse that can be found on the IFAD website.

bb) “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures (SECAP).

cc) “Services” means the tasks to be performed by the consultant pursuant to the contract.

dd) “SH” means sexual harassment.

ee) “Sub-consultant” means any person or legal entity with whom the consultant subcontracts any part of the services.

ff) “TEC” means the technical evaluation committee, selected for the purpose of evaluating the proposals received, that submits a report with recommendation for award of the contract for which this RFP is being issued.

gg) "Technical Proposal" has the meaning given the term in ITC sub-clause 15.3.

hh) “Terms of Reference” or “TOR” means the document included in this RFP as Section VI, which explains the objectives; scope of work; activities; tasks to be performed, respective

responsibilities of the client and the consultant; and expected results and deliverables of the assignment.

2. Scope of RFP

2.1 The client will select a consultant in accordance with the selection method specified in the **PDS**.

2.2 Throughout this RFP, except where the context requires otherwise, words indicating the singular also include the plural, words indicating the plural also include the singular, and the feminine means the masculine and vice versa.

2.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, consultants are encouraged to attend a pre-proposal conference if one is specified in the **PDS**.

2.4 The client will timely provide, at no cost to the consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.

2.5 The client is not bound to accept any proposal, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any consultant.

3. Source of funds

3.1 The borrower or recipient and the sources of funds are specified in the **PDS.**

4. Prohibited practices

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

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

a) "***corrupt practice***" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

b) "***fraudulent practice***" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

c) "***collusive practice***" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

d) "***coercive practice***" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;

e) "***obstructive practice***" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the

Fund's contractual rights of audit, inspection and access to information.

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

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

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

4.6 Bidders, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic

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

records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected[2] by auditors and/or investigators appointed by the Fund.

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

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

5. SECAP Performance Standards

5.1 The resulting contract will be implemented in a manner consistent with SECAP, available on https://www.ifad.org/secap.

6. Sexual Harassment, Sexual Exploitation and Abuse

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

a) Sexual harassment means "any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.

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

b) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).

6.2 Clients and consultants shall take all appropriate measures to prevent and prohibit SH and SEA on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Clients and consultants shall immediately report to the client or IFAD any incidents of SH and SEA 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 client may take appropriate measures, including the termination of the contract, on the basis of proven acts of SH, SEA arising out of or in connection with the performance of the contract.

6.3 The consultant is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

7. Money laundering and Terrorist Financing

7.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, 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.

8. Qualification and Eligibility of Consultants, and Conflict of Interest

8.1 The qualification and eligibility criteria set out in Section IV will apply to the consultant, including all parties constituting the consultant, for any part of the contract.

8.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in paragraphs 1.1 to 1.3 of Section IV of this RFP. The proposals of consultants who do not satisfy these requirements will not be evaluated any further.

8.3 A consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant shall declare in the proposal submission form any actual, potential or reasonably perceived interest,

regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the selection process and the execution of the contract. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The client requires that the consultant holds the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a consultant, including all parties constituting the consultant and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, and their respective personnel and affiliates may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

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

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

c) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the selection process and the execution of the contract, or influence the decisions of the client regarding the selection process for this procurement or during the execution of the contract; or

d) participate, may participate or might reasonably appear to participate in more than one proposal in this process; participation by a consultant in more than one proposal shall result in the disqualification of all proposals in which the party is involved; however, this provision does not limit the inclusion of the same sub-consultant, including individual experts, in more than one proposal; or

e) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have a business or family relationship with, a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this RFP document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.

8.6 The following conflict of interest rules shall apply with respect to recruitment of government/client staff within the consultant's proposed team:

(a) Except as provided in sub-clause 8.6(d), no current employees of the government shall work as consultants or as personnel under their own ministries, departments or agencies.

8.4 A consultant that has been engaged by the client to provide goods, works or services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a consultant hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from

subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

8.5 A consultant is under an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the client. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

8.6 A consultant, all parties constituting the consultants, and any subcontractors for any part of the contract, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 4 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

8.7 A consultant, all parties constituting consultant, and any subcontractors for any part of the contract and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 8 will nonetheless be excluded if:

a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the consultant (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

b) by an act of compliance with a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations, the Government prohibits the issuance of a payment.

8.8 Consultants shall provide evidence of their continued eligibility in a manner satisfactory to the client, as the client shall reasonably request.

8.9 If a consultant could derive an unfair competitive advantage from having provided services related to the assignment in question, the

client shall make available to all consultants, together with this RFP, all information that would in that respect give such consultant any unfair competitive advantage over competing consultants.

9. Origin of Goods and Services

9.1 Goods supplied and services provided under the contract may originate from any country, subject to the same restrictions specified for consultants (including their associates, if any), their personnel and sub-consultants set forth in ITC sub-clause 8.8.

B. Contents of RFP

10. Sections of RFP

10.1 This RFP consists of parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITC clause 12.

Part 1 - Proposal and Selection Procedures

- Section I. Letter of Invitation (LOI)
- Section II. Instructions to Consultants (ITC)
- Section III. Proposal Data Sheet (PDS)
- Section IV. Qualification and Evaluation Criteria
- Section V. A. Technical Proposal Forms
- Section V. B. Financial Proposal Forms
- Section VI. Terms of Reference

Part 2 -Conditions of Contract and Contract Forms

- Section VII. Contract Agreement and General Conditions of Contract (GCC)

- Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

10.2 The client is not responsible for the completeness of this RFP and its addenda if they were not obtained directly from the source stated by the client in this RFP.

10.3 The consultant is expected to examine all instructions, forms, terms, and terms of reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the proposal.

11. Clarification of RFP

11.1 A prospective consultant requiring any clarification of this RFP shall contact the client in writing, or by email or fax at the client's address indicated in the **PDS**. The client will respond to any request for clarification, provided that such a request is received no later than the date indicated in the **PDS** which is prior to the deadline for submission of proposals. The client shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be, by the date specified **in the PDS**. Should the clarification result in changes to the essential elements of this RFP, the client shall amend this RFP following the procedure under ITC clause 12.

12. Amendment of the RFP

12.1 At any time prior to the deadline for submission of proposals, the client may amend this RFP by issuing addenda.

12.2 All addenda issued shall be part of this RFP, posted on the client's website, and shall be communicated in writing to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be.

12.3 To give prospective consultants reasonable time in which to take an addendum into account in preparing their proposals, the client may extend the deadline for the submission of proposals at its sole discretion.

C. Preparation of Proposals

13. Cost of Proposal

13.1 The consultant shall bear all costs associated with the preparation and submission of its proposal, and the client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

14. Language of Proposal

14.1 If proposals are to be submitted in both English and/or any other language, it shall be so stated **in the PDS** and the English version shall govern.

15. Preparation of Proposal

15.1 In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a proposal.

Technical and Financial Proposal Format and Content

15.2 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section V A. A page is considered to be printed on one side of an A4 paper.

(a) Information on the consultant's financial capacity is required (form TECH-2A of Section V A) unless otherwise stated in the **PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (form TECH-2B of Section V A). A brief description of the consultants' organization and an outline of recent experience of the consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section V A)..

(b) Comments and suggestions on the terms of reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the client (form TECH-6 of Section V A).

(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the technical proposal is provided (form TECH-5 of Section V A). The work plan should be consistent with the work and deliverables schedule (form TECH-9 of Section V A) which will

show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed key professional personnel by area of expertise, the position that would be assigned to each person, and their tasks (form TECH-8 of Section V A).

(e) CVs of the key professional personnel signed by the staff themselves and/or by the authorized representative (form TECH-10 of Section V A).

(f) A detailed description of the proposed methodology and staffing for training, if training is identified in the **PDS** as a specific component of the assignment (form TECH-5 of Section V A).

15.3 The technical proposal shall not include any financial information other than the required information in form TECH-2A (financial capacity of the consultant). A technical proposal containing cost information related to assignment implementation will constitute grounds for declaring the proposal non-responsive.

15.4 The Financial Proposal shall be prepared using the standard forms provided in Section V B of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for key experts and non-key experts, (b) reimbursable expenses associated with assignment implementation.

16. Taxes

16.1 GCC 19 sets forth the tax provisions of the contract. Consultants must review this clause carefully in preparing their proposals.

17. Only one Proposal

17.1 Consultants shall submit only one proposal as a sole consultancy firm. If a consultant participates in more than one proposal, all such proposals shall be disqualified. However, this does not preclude the participation of the same sub-consultants, including individual experts, in more than one proposal.

18. Currencies of Proposal

18.1 Consultants must submit their financial proposals in the currency or currencies specified in the **PDS**. Consultants will be paid in the currency specified in the **PDS**.

19. Period of Proposal Validity

19.1 Proposals shall remain valid for the period specified in the **PDS** after the proposal submission deadline date prescribed by the client. A proposal valid for a shorter period shall be rejected by the client as non-responsive.

19.2 During the period of proposal validity, consultants shall maintain the availability of key professional personnel identified in the proposal. This request shall be made within the original validity period of the proposal. Consultants who agree to such extension shall confirm that they maintain the availability of the key professional personnel nominated in the proposal, or in their confirmation of extension of validity of the proposal, consultants could submit new key professional personnel in replacement. In such case, a replacement key expert shall have equal or better qualifications and experience than those of the originally proposed key expert. The technical evaluation score, however, will be based on the evaluation of the CV of the original key expert. Consultants who do not agree have the right to refuse to extend the validity of their proposals.

D. Submission and Opening of Proposals

20. Sealing and Marking of Proposals

20.1 The following applies to the "original" of the technical proposal, and of the financial proposal. The "original" shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person signing the proposal must initial such corrections, as well as initial each page of the relevant "original". The submission letters for the technical proposal and for the financial proposal should respectively be in the format shown in (form TECH-1) and (form FIN-1).

20.2 If required in the **PDS**, the authorized representative of the consultant signing the "original" of the technical and the financial proposals shall provide within the technical proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the "original" on behalf of the consultant, and its associates. The signed technical proposals and the signed financial proposals shall be clearly marked "original".

20.3 Copies of the technical proposal and the financial proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked "copy". If discrepancies are found between the original and any of the copies of the relevant documents, then the "original" shall govern. If consultants have the option of submitting proposals electronically, this shall be stated in the **PDS**.

20.4 The “original” and each “copy” of the technical proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the financial proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”.

20.5 Each envelope/parcel shall bear the name and address of the client as stated in the **PDS**, the name and address of the consultant (in case they may have to be returned unopened), and the name and reference number of the assignment as stated in **PDS** ITC 2.3.

21. Deadline for Submission of Proposals

21.1 Proposals must be received by the client before the submission deadline specified **in the PDS**.

21.2 A consultant may withdraw, substitute, or modify its proposal prior to the deadline for the submission of proposals by sending a written notice duly signed by the consultant’s authorized representative to the client’s address indicated in PDS 20.5. The enclosures of the corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

(a) clearly marked “withdrawal,” “substitution,” or “modification”;

(b) received by the client prior to the deadline stipulated for submission of proposals;

(c) sent directly as electronic submissions to the file request link or if submitting in hard copy to the address indicated in PDS 20.5; and be

(d) in pdf or word format and in the same number of original and copies as the original proposal.

21.3 Proposals requested to be withdrawn shall remain unopened. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified in this RFP.

21.4 The client may, at its discretion, extend the deadline for the submission of proposals by amending this RFP in accordance with ITC 12, in which case all rights and obligations of the client and the consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22. Late Proposals

22.1 Any proposals received by the client after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the consultant.

E. Evaluation of Proposals

23. Confidentiality

23.1 Information relating to the evaluation of proposals and recommendations of contract award shall not be disclosed to consultants or any other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal or may invalidate the entire procurement process.

23.2 Any attempt or effort by a consultant to influence the client in the examination, evaluation, and ranking of proposals or contract award decisions may result in the rejection of its proposal and may subject the consultant to sanctions and remedies including debarment by IFAD as per ITB clause 4 in addition to sanctions imposed by the government and/or the client.

24. Clarification of Proposals

24.1 To assist in the examination and evaluation of proposals, the client may, at its discretion, ask any consultant for clarification of its proposal. Any clarification submitted by a consultant that is not in response to a request by the client shall not be considered. The client's request for clarification and the consultant's response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the client in the evaluation of the proposals.

24.2 If a consultant does not provide clarifications of its proposal by the date and time set in the client's request for clarification, its proposal may be rejected.

25. Evaluation of Technical Proposals

25.1 The client's technical evaluation committee (TEC) shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub-criteria, and point system specified in Section IV. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in the **PDS.**

25.2 In exceptional circumstances, if none of the scores awarded by the TEC reach or exceed the minimum technical score (St), the client,

subject to IFAD no-objection, reserves the right to reject all proposals and to invite a new competition. The new competition shall be based on a new shortlist of consultants to be established through a "request for expression of interest" and may include adjustments to the TOR of the assignment and/or relevant contract parameters, as appropriate. The new TOR, shortlist and RFP shall be subject to IFAD's no-objection.

25.3 In case no shortlisting has taken place, the consultant's financial capability to mobilize and sustain the services is critical and additional evidence must be provided by the consultant, if so requested by the client. In its proposal, the consultant is required to provide information on its financial and economic status unless otherwise stated in PDS ITC 15.3(a). The information required must be provided using the form TECH-2A.

25.4 A consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective terms of reference shall be disqualified. In the circumstance of a disqualification the technical proposal will not be evaluated further and the financial proposal shall be returned unopened.

25.5 The client, at its discretion, may ask for clarifications or additional information regarding the information provided in form TECH-2A.

25.6 The outcome of the financial capacity evaluation is a clear "yes" or "no". Any consultant that receives a "no" shall not be evaluated further and its financial proposal shall be returned unopened. The proposals that receive a "yes" at this stage will be evaluated further according to the technical scoring methodology described in Section IV.

26. Evaluation of Financial Proposals

Financial Proposals (only for QCBS)

26.1 Following the ranking of technical proposals, and after receiving a "no objection" from IFAD (if applicable), when selection is based on quality only (QCBS), the first ranked consultant with financial records proving that it has the economic and financial ability to perform the required services as described in the respective terms of reference will be invited to negotiate its technical and financial proposals and the contract in accordance with the instructions given under ITC clauses 29 and 30.

Financial Proposals (only for QCBS)

26.2 Following completion of the evaluation of technical proposals, and after receiving a "no objection" from IFAD (if applicable), the client shall inform the consultants who have submitted proposals of the technical

points (total score only) assigned to each consultant. The client shall simultaneously notify the consultants that have secured at least the minimum qualifying mark and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference of the date, time, and place set for opening the financial proposals and notify them that their attendance at the opening of the financial proposals is not mandatory. The financial proposal opening shall take place at the location indicated in the **PDS**. The notification shall also advise those consultants whose technical proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their financial proposals will be returned unopened after the client has completed the selection process.

26.3 The financial evaluation of proposal prices shall take into account the taxes that will be imposed on the consultant in the borrower/recipient's country unless otherwise indicated **in the PDS**. In time-based contracts, the client shall correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the technical proposal but not priced, shall be priced and added to the price of the respective consultant. Also in the case of time-based contract, where an activity or line item is quantified differently in the financial proposal from the technical proposal, the financial proposal shall be adjusted accordingly to reflect the prices and quantities specified in the technical proposal. If a lump-sum contract form is included in the RFP, the consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made and the consultant will be bound to deliver the services as described in its technical proposal. If consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes indicated in the **PDS** using the selling rates of exchange, source and date indicated in the **PDS**.

26.4 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as indicated in Section IV: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; F = the weight given to the financial proposal; T + F = 100%) indicated in the PDS. S = St x T% + Sf x F%.

26.5 Prior to submission for IFAD's no-objection, the client shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the client. The consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the client may also verify any information provided on the TECH forms submitted in the proposal.

27. Past Performance and Reference Check

27.1 The client reserves the right to check the performance references provided by the consultant or to use any other source at the client's discretion. A negative determination by the client on the consultant's record of performance in prior contracts, especially when the invitation was based on prior list, may be a reason for disqualification of the consultant, or lowering the related evaluation score of the consultant relevant to past experience, at the discretion of the client.

F. Award of Contract

28. Notice of Intent to Award

28.1 After the completion of the evaluation report and having obtained all the necessary internal approvals and IFAD's no-objection as per the IFAD Procurement Handbook, the client shall send the notice of intent to award to the successful consultant. The notice of intent to award shall include a statement that the client shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a protest and the resolution of any protest that are submitted. Delivery of the notice of intent to award shall not constitute the formation of a contract between the client and the successful consultant and no legal or equitable rights will be created through the delivery of the notice of intent to award.

28.2 At the same time, it issues the notice of intent to award, the client shall also notify, in writing, all other consultants of the results of the selection process. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the selection results, makes a written request for a debriefing or submits a protest as provided in the IFAD Procurement Handbook.

Protests and Appeals

28.3 Consultants may protest the results of a procurement only according to the rules established in the module M of the IFAD Procurement Handbook. In case the number of days for

Financial Negotiations	(i) filing the protests; (ii) automatic lifting of the suspension; and (iii) the issuance of the written decision; are different from the ones mentioned in module M; then the number of days indicated in the **PDS** shall prevail for each step. In case of an appeal, the level 2 authority referred to in module M of the IFAD Procurement Handbook is identified in the **PDS**.
Availability of Professional Staff/Experts	
29. Notice of Contract Award	29.1 Following securing IFAD no-objection to the negotiated contract, the client shall issue the notice of award to the successful consultant and sign the contract. The client shall publish on the IFAD website and at UNDB online, the results identifying the procurement, the name of the winning consultant and the price, duration, and summary scope of the contract.
30. Commencement Dates	30.1 The consultant is expected to commence the assignment on the date and at the location specified in the **PDS.**

Section III. Proposal Data Sheet (PDS)

General	
ITC 1.1	e) SKAUST-K is the entity designated by the government to sign and manage the resulting contract. n) "government" means the Government of India w) "project" means JKCIP
ITC 2.1	The method of selection is the *QCBS* method.
ITC 2.3	The name of the assignment is: *"Consultancy Services for FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"* Reference number of the assignment is: *JKCIP/SKUAST-K/2026-27/417-426*
ITC 2.5	The client will provide the following inputs and facilities:
Contents of the RFP	
ITC 3.1	The SKUAST-K has received (or in appropriate cases "has applied for") a financing from the International Fund for Agricultural Development ("the Fund").
ITC 11.1	Clarifications may be requested by e-mail not later than the designated date mentioned in E-NIT, so that responses can be issued to all consultants not later than mentioned in E-NIT. The address for requesting clarifications is: *Director Research / Nodal Officer, JKCIP SKUAST-K* Att.: Address: Email: Fax:
Preparation of Proposals	
ITC 14.1	The proposal shall be written in English.
ITC 15.2(b)	NA

ITC 15.2(c)	The estimated price budget for the assignment is *Rs. 2.50 Lacs*
ITC 15.2(d)	NA
ITC 15.3(a)	Information on the consultant's financial capacity is required (form TECH-2A of Section V A).
ITC 15.3(g)	Training is a specific component of this assignment.
ITC 16.1	The currency(ies) of the proposal shall be as follows: *INR* The currency(ies) of the payment shall be as follows: *INR*
ITC 17.1	Proposals must remain valid for *120* days after the deadline for the submission of proposals specified in PDS ITC 21.1.
Submission and Opening of Proposals	
ITC 18.1	Written power of attorney *is* required with documentary proof.
ITC 18.2	NA
ITC 18.3	NA
ITC 18.4	NA
ITC 19.1	Proposals shall be submitted no later than the date and time specified in the E-NIT.
ITC 20.1	NA
Evaluation of Proposals	
ITC 21.1	The minimum technical score (St) required to pass is *70* out of 100 possible points. For detailed scoring criteria, see Section IV.
ITC 22.1	The date, hour and place for opening the Financial Envelopes of the proposals that passed the minimum technical score requirement shall be communicated in due time by the client.

ITC 23.1	Taxes payable by the consultant in the borrower/recipient's country shall be presented separately in its financial proposal and the client shall evaluate the consultant's proposal price inclusive of all taxes. The single currency used for evaluation purposes is: ***INR***
ITC 24.1	The weight given to the technical proposal, T = *70* The weight given to the financial proposal, F = *30*
Award of Contract	
ITC 25.1	The number of days indicated in module M of the IFAD Procurement Handbook shall prevail
ITC 26.1	The services are expected to commence within **07** days from the date of signing of the Contract / issuance of the Notice to Proceed, and the location is division of Fruit Science, SKUAST-K.

Section IV. Qualification and Evaluation Criteria

1.1 **Legal Status**

Each entity forming the consultant shall attach to form TECH-1 a copy of its letter of incorporation (registration), or other such document, indicating its legal status. In the event the consultant is an association of entities, the consultant shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting a proposal. Each associate or member must provide the documents required in form TECH-1 as annex.

1.2 **Financial Criteria**

If required by PDS ITC 15.3(a), the consultant shall provide evidence showing that it has the sufficient financial capacity needed for this contract, as required in form TECH-2A. Each associate or member must provide the information required in TECH-2A.

1.3 **Litigation Criteria**

The consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the consultant over the last five (5) years, as indicated in form TECH-2B. A consistent history of court/arbitration decisions against the consultant or existence of ongoing high value disputes may lead to the rejection of the proposal. Each associate or member must provide the information required in TECH-2B.

1.4 **Evaluation Criteria**

A proposal will be rejected if it does not earn a total minimum score identified in PDS 26.1. A proposal may be rejected, at the discretion of the client, if the firm does not satisfy the mandatory criteria as per table below.

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria:

Ref	Item
Mandatory Criterion 1	*NA*

The client shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant

Technical Evaluation Criteria (QCBS)	
a) Firms relevant Experience:	***Total 25 Points***
b) Number of years in agri-business, rural development, FPO/FPC capacity building, or related sectors	*20*
c) Experience with government/donor programs (e.g. NABARD, SFAC, AIF, IFAD)	*05*

d) Prior experience working in Kashmir and like topographies / ecologies is preferred	
A. **Proposed Technical Approach & Methodology:** a) Understanding of objectives and ToR b) Strategy for capacity building and handholding support c) Risk assessment and mitigation plan d) Methodology and tools for value chain and market assessment	***Total 20 Points*** *05* *05* *03* *07*
B. Key Personnel & Expertise: a) Team Leader (Agri-business Expert): Relevant education and experience b) Financial/Investment Planning Expert c) Value Chain/Market Linkage Expert d) Capacity Building/Rural Extension Expert	***Total 25 Points*** *10* *05* *05* *05*
Total Score for Technical Evaluation	**70%** or **70 points**.

Financial Evaluation Criteria (QCBS)	
A. The lowest evaluated Financial Proposal (L1) gets full 30 marks.	***Total 30 Points***
B. Other proposals are awarded proportionally	Financial Score= (L1 Price) ×30 / *(Bidder's Price)*
C. Final Score (Combined Evaluation)	Final Score=(Technical Score×0.70)+(Financial Score×0.30)
The consultant with the **highest final score** will be selected.	
Total Score for Technical Evaluation points	**30%** or **30**

1.5 Qualification Table

Documents needed to be submitted by the consultant in order to establish the Qualifications of the Consultant are indicated in the rightmost column.
[Note to client: this table may be modified as necessary]

Factor	1.5.1 ELIGIBILITY						
	Requirement	Consultant					Documentation Required
		Single Entity	Association			Sub-Consultant	
			All members combined	Each Member	At least one member		
1.5.1.1 Qualification and Eligibility	In accordance with ITC 8	Must meet requirement	Existing or other association must meet requirement	Must meet requirement	N/A	N/A	TECH-1 including attachments
1.5.1.2 Conflict of Interest	No conflicts of interests as described in ITC 8 unless the conflict of interest has been mitigated and the mitigation is approved by IFAD.	Must meet requirement	Existing or other association must meet requirement	Must meet requirement	N / A	N / A	TECH-1 including attachments
1.5.1.3 Ineligibility and Debarment	Not having been declared ineligible based on any of the criteria set forth in ITC 8	Must meet requirement	Existing or other association must meet requirement	Must meet requirement	N/A	N/A	TECH-1 including attachments

The consultant shall provide the information requested in the corresponding information sheets included in Section V Proposal Forms to establish that the consultant meets the requirements established below. Sub-consultants that are included in the consultant's proposal shall not be replaced without the client's prior permission.

Section V. A. Technical Proposal Forms

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the proposal non-responsive; see ITC sub-clause 15.4.

[Comments in brackets on the following pages serve to provide guidance for the preparation of the technical proposal and therefore should not appear on the technical proposal to be submitted.]

Form TECH-1. Technical Proposal Submission Form .....

Form Tech-2A . Financial Capacity of the Consultant .....

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant .....

Form TECH-3. Organization of the Consultant .....

Form TECH-4. Experience of the Consultant.....

Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-6. Comments and Suggestions on the Terms of Reference & Assignment

Form TECH-7. Team Composition and Task Assignments .....

Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff) .....

Form TECH-9. Work and Deliverables Schedule .....

Form TECH-1. Technical Proposal Submission Form

[Location, date]

To: *[The client]*
Address:

Ladies and Gentlemen:

Re: *[insert title of assignment]* RFP Ref: *[insert reference as shown on cover page]*

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert date]*, any addenda issued thereto and our proposal.

2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.

3. We are submitting our proposal in association with:

   [insert a list with full name and address of each associated consultant, otherwise delete this clause]

4. 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 client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")[3] in accordance with ITB clause 4, beyond those declared in paragraph 12 of this technical proposal submission form.

5. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.

6. 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 4. Further, we acknowledge and understand our obligation to

[3] 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/.

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 price of our proposal has been arrived at independently, without any consultation, communication, or agreement with any other party, including another consultant 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 our proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other consultant or competitor before the opening of the financial proposals unless otherwise explicitly required by law; and

(c) No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.

7. We acknowledge and accept the IFAD Policy to 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 6. 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.

8. We declare that neither our firm nor any of its directors, partners, proprietors, key personnel, agents have any actual, potential or perceived conflict of interest as defined in ITB Clause 8.4 regarding this selection process or the execution of the contract. *[Insert if needed: "other than the following:" and provide a detailed account of the actual, potential or perceived conflict]*. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the selection process or contract execution.

9. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our firm and/or any of its directors, partners, proprietors, key personnel / agents:

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 consultant)	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”.

10. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this form.

11. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification, the termination of the contract and any other sanction as applicable under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.

12. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the preparation and execution of the appropriate contract.

13. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

14. We understand and accept without condition that any protest to the process or results of this competition process may be brought only through the procedures defined in ITC clause 29.3.

15. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,
[authorized signatory]

[name and title of signatory]
[name of consultant]

[address of consultant]

Annexes:

1. Power of attorney (if required) demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the consultant and its associates;

2. Letter(s) of incorporation (or other documents indicating legal status); and

4. *[Other documents required in PDS]*

Form Tech-2A. Financial Capacity of the Consultant

The client reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

[To client—include this section if applicable]:

The consultant's financial capacity to mobilize and sustain the services may be important for specific types of services in which the consultant is required to pre-finance significant expenses in advance of receiving payment from the client. Under these circumstances, an evaluation of financial capacity will be included in the request for proposals in addition to the qualitative assessment conducted through form Tech-4. Form Tech-2A will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the client as long as the requirements are reasonable and relevant to the financial capacity demanded of the services being solicited:

- Audited financial statements for the last three (2) years, supported by audit letters.
- Certified financial statements for the last three (2) years, supported by tax returns.

Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the proposal.

The client reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below. Each member of the JV shall fill a separate form]

The consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years: No:____ Yes:_____ (See below)

Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in US$ Equivalent

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The proposal must demonstrate that the consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the consultant's project team in country. The proposal shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice.]

[Maximum 5 pages per each JV member]

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under the terms of reference included in this RFP. The proposal must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.
[Each JV member shall fill a separate form]

[Maximum 5 related/similar assignments]

Assignment name:	Approx. value of the contract (in current US$):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Email and phone of references of the client:	Provide contact information for at least three (3) references that can provide substantial input about (1) the type of work performed by you and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address:
Client address:	Approx. value of the services provided by your firm under the contract (in current US$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name and profile of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements:	
Description of actual services provided by your staff within the assignment:	

Name of firm: _____

Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

[Note to client: this is a model for illustrative purposes only. The instructions and the content required of the consultant must be adapted by the client based on the objectives of the procurement and the evaluation criteria.]

In this section, the consultant should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the consultant has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges.
Your technical proposal should be divided into the following three (3) chapters:

(a) Technical Approach and Methodology,
(b) Work Plan, and
(c) Organization and Staffing

(a) Technical approach and methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(b) Work plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work and deliverables schedule of form TECH-9.

(c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Note: Where the terms of reference includes tasks relevant to gender and social inclusion, the proposal should explicitly address how the consultant will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some

Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.
[Maximum 25 pages, including charts and diagrams]

Form TECH-6. Comments and Suggestions on the Terms of Reference & Assignment

The client welcomes comments and suggestions to improve the assignment to provide a better value for money. The client is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

A: On the terms of reference

[Present and justify here any modifications or improvements to the terms of reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

B: On the staff and facilities

[Comment here on the staff and facilities to be provided by the client.]

Form TECH-7. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff)

		Staff input (in the form of a bar chart)[1]													Total staff-month input		
			1[2]	2	3	4	5	6	7	8	9	10	11	N	Home	Field[3]	Total
Foreign																	
1	Name	*[Home]*															
		[Field]															
2	Name	*[Home]*															
		[Field]															
3		*[Home]*															
		[Field]															
n		*[Home]*															
		[Field]															
											Subtotal						
Local																	
1	Name	*[Home]*															
		[Field]															
2																	
n																	
Support Staff											**Subtotal**						
											Total						

1. For key professional personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each personnel, indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the consultant's home office.

Full Time		Part Time	

Form TECH-9. Work Schedule and Deliverables Schedule

	Task	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
6													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the client approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the consultant based on the TOR requirements) that shall be used by the consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the approach and methodology.]

[Note to client: list activities in column before releasing RFP]

Section V. B. Financial Proposal Forms

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under sub-clause 15.5 of Section II Instructions to Consultants.

[Note to client: add additional forms as appropriate and use forms FIN-3 and FIN-4 as appropriate. Comments in brackets on the following pages serve to provide guidance for the preparation of the financial proposal and therefore should not appear on the financial proposals to be submitted.]

Form FIN-1. Financial Proposal Submission Form 54

Form FIN-1. Financial Proposal Submission Form

[location, date]

To: *[client]*
Address:

Ladies and Gentlemen:

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your request for proposal (RFP) dated *[insert date]*[4] and our technical proposal.

Our price as per the attached financial proposal forms is *[insert amount(s) in words and figures and currency]* and shall remain fixed throughout the implementation of the assignment.

We understand you are not bound to accept any proposal that you may receive.
We acknowledge that our digital/digitized signature is valid and legally binding.
Yours sincerely,

Authorized signatory

Name and title of signatory

Name of consultant

[4] Amount must coincide with the ones indicated under total price of form FIN-2

Section VI. Terms of Reference

Seeking Consultant Services for "FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"

1. **Client**
   The client for this assignment is **Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir (SKUAST-K)**.

2. **Country background**
   The country background for the Jammu and Kashmir Competitiveness Improvement Project (JKCIP) provides insights into India's socio-economic context and specific conditions in Jammu and Kashmir (J&K) that have informed the project design:

a) **India's Economic and Agricultural Landscape:** India, the second-most populous country globally, is a major emerging economy with significant progress in reducing poverty and advancing food production. The country has experienced robust economic growth, with a real GDP growth rate estimated at 6.9% in 2022-23. However, rural poverty, income inequality, and food security challenges persist, especially among smallholder farmers who represent about 70% of India's farming community. The government's Doubling of Farmers' Income (DFI) initiative emphasizes enhancing productivity and income through diversification and market integration.

b) **Agricultural Development in J&K:** Jammu and Kashmir, with around 12.8% of its population classified as multi-dimensionally poor, lags behind national averages in literacy and income levels, partly due to factors such as remoteness, limited infrastructure, and a history of security challenges. The region, however, has immense agricultural potential, particularly for high-value niche crops like saffron, apples, walnuts, and other horticultural products. Agriculture in J&K is vital to the local economy and employs a substantial part of the workforce, including a high proportion of women.

c) **Government Initiatives and Regional Focus:** To address socio-economic challenges and promote sustainable agricultural development, the Government of J&K has launched the Holistic Agriculture Development Programme (HADP).

d) with a $650 million investment. HADP aims to build a resilient, technology-driven agro-economy in J&K. JKCIP aligns with HADP and focuses on improving climate

resilience, enhancing agricultural productivity, supporting market-led development, and expanding income-generating opportunities, especially for youth, women, and marginalized communities.

e) **Climate and Environmental Vulnerabilities:** Situated in the fragile Himalayan ecosystem, J&K faces unique environmental challenges, including risks from climate change, such as rising temperatures, irregular precipitation, and frequent landslides. JKCIP incorporates climate-smart agricultural practices and emphasizes adaptation to safeguard the region's agricultural economy against these risks.

3. Background on project

India, the world's second-most populous country and third-largest economy in purchasing power terms, has seen significant growth but still faces challenges in poverty reduction and agricultural productivity. Despite lifting 415 million people out of poverty between 2005-2021, poverty remains a concern, especially in rural areas where crop yields lag behind global standards. In Jammu and Kashmir (J&K), approximately 13% of the population lives in poverty, with limited employment opportunities in traditional sectors and a literacy rate of 67.2%, highlighting a 20.3 percentage point gap between men and women

4. Background of the assignment

The **Competitiveness Improvement of Agriculture and Allied Sectors Project in Jammu and Kashmir (J&KCIP)** is an initiative focused on enhancing agricultural productivity, economic resilience, and sustainability for smallholder farmers in the J&K region. Aligned with IFAD's strategic objectives, J&KCIP aims to address high poverty rates, gender disparities, youth unemployment, and environmental challenges in J&K. Key project goals include boosting farmers' incomes through value addition, promoting climate-smart agricultural practices, and supporting enterprise development. By targeting niche and high-value crops like saffron and black cumin, and strengthening the agri-business ecosystem, the project seeks to make agriculture more competitive and sustainable.

5. Overall objectives

The overall objectives of the J&KCIP project are to improve the income and resilience of rural households by enhancing the competitiveness and climate

resilience of farming operations in J&K. The project employs a value chain approach covering production, value addition, and marketing of high- value niche commodities in agriculture, horticulture, and allied sectors. Through climate-smart technologies, improved agricultural practices, and market integration, the project

aims to promote sustainable and profitable agriculture that aligns with government strategies for rural economic transformation and climate resilience.

6. Objectives of the assignment

The main objective of this assignment is to conduct ***"FPO Business Plan Preparation in Agricultural and Allied Sectors in Jammu and Kashmir (JKCIP)"*** with the focus on following:

- To formulate strategic, integrated, and scalable five-year business plans for agricultural and allied sector enterprises, including both existing and newly established Farmer Producer Organizations (FPOs) taken up under JKCIP.
- To enable effective financial planning, resource mobilization, and operational execution across the agri-value chain for FPOs.
- To link these business plans with relevant government schemes, credit institutions, and market players.

Scope of work

The agency shall be responsible for providing end-to-end support in the development of comprehensive business plans for ten (10) designated Farmer Producer Organizations (FPOs) identified by the JKCIP Coordination Cell, SKUAST-K, across the Kashmir Division:

6.1 Strategic Assessment

- Analyze macro and microeconomic trends affecting agriculture and allied sectors.
- Identify high-potential commodities, clusters, and value chains with long-term prospects.

6.2 Value Chain Analysis & Market Assessment

- Conduct in-depth mapping of existing production, processing, storage, and marketing infrastructure.
- Identify bottlenecks and opportunities across input supply, production, aggregation, processing, and market linkage.

6.3 Five-Year Business Plan Development

- Prepare detailed business plans for FOs (FPOs, cooperatives, SHGs, or agribusinesses).
- Include:
  - Vision, mission, and goal setting for five years
  - Organizational growth roadmap
  - Operational model and staffing plans
  - Year-wise activity and investment plans

- Financial projections (P&L, balance sheet, cash flows)

6.4 Integration with Government Schemes

- Align business plans with national and state schemes like:
  - Agriculture Infrastructure Fund (AIF)
  - PM Formalization of Micro Food Processing Enterprises (PMFME)
  - Rashtriya Krishi Vikas Yojana (RKVY)
  - NABARD, SFAC, and state-specific FPO programs

6.5 Financial Linkage Support

- Provide guidance on accessing institutional credit, grants, and venture capital.
- Develop bankable DPRs (Detailed Project Reports).

6.6 Capacity Building & Implementation Support

- Conduct training programs and workshops on business plan execution and governance.
- Provide handholding support for 01–03 months' post-plan implementation

7. Reports and schedule of deliverables

The study will produce the following deliverables:

Deliverable	Timeline
Inception Report	Within 02 weeks from the date of award
Value Chain & Market Assessment Report	Within 03 weeks from the date of award
Draft Business Plans (min. 10)	Within 05 weeks from the date of award
Final Business Plans with Five-Year Perspective	Within 06 weeks from the date of award
Capacity Building Sessions	Monthly (as needed)
Implementation Support Reports	Monthly for a period of 03 months from the acceptance of the final business plans

8. Eligibility Criteria

- The agency must be a registered legal entity in India (Company, LLP, Society, Trust, or NGO).
- Minimum **5 years of experience** in agri-business, rural development, or allied sectors.
- Completed at least **3 similar assignments** involving business plan development for FOs (FPOs/agribusinesses) in the last 5 years.
- Experience with national/state-level programs (SFAC, NABARD, NRLM, AIF, PMFME, etc.) is preferred.

9. Financial Capacity

- Minimum **average annual turnover of INR Fifty (50) lakhs** over the past three financial years.

- Submit C.A turn over certificate with FRN.

10. Supporting Documents

- Company registration certificate
- PAN and GST registration
- Audited financials for the last 3 years
- Relevant work orders/completion certificates

11. Human Resource Capacity:

Must have a qualified team with expertise in:

- Agribusiness/Agri-economics
- Food Processing
- Crop Husbandry
- Finance and investment planning
- Rural development and extension
- Value chain development and market linkages

12. Location and period of execution

The project, named the Jammu and Kashmir Competitiveness Improvement Project (JKCIP), will be executed across all 20 districts of Jammu and Kashmir. Implemented over a period of seven years, activities are anticipated to commence with initial capacity-building efforts in the 2025-26 financial year, followed by regular project activities starting in 2025-26. Targeted project areas within Kashmir include 90 out of 45 blocks, selected based on environmental and socio-economic criteria to maximize effectiveness and minimize risks.

13. Terms and Conditions

- The Issuing Authority reserves the right to cancel or modify the RFP at any stage without assigning any reason.
- All submitted documents must be duly signed and sealed.
- The selected agency will sign a contract before commencement.
- Payments shall be released upon successful completion & submission of the business plan report.

Part 2: Conditions of Contract

Contract Agreement

This contract agreement (this "contract") made as of the *[day]* of *[month]*, *[year]*, between *[full legal name of the client]* (the "client"), on the one part, and *[full legal name of consultant]* (the "consultant"), on the other part.

[Note: If the consultant consists of more than one entity, the following should be used]

RECITALS

Whereas,

(a) The "(name of borrower/recipient)" has received (or in appropriate cases "has applied for") financing from the International Fund for Agricultural Development ("IFAD") *[if there is more than one donor agency, replace with this as appropriate: the "(name of borrower/recipient)" has received (or in appropriate cases "has applied for") a financing from the International Fund for Agricultural Development ("IFAD") and [insert other donor] – the financing of which is being administered by IFAD]* in various currencies equivalent to _____ towards the cost of (name of project), and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of (name of borrower/recipient) and upon clearance by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement between IFAD and the borrower/recipient. The financing agreement prohibits any 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, and

(b) The client has requested the consultant to provide certain services as described in annex A to this contract; and

(c) The consultant, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this contract.

Now therefore, the parties to this contract agree as follows:

1. In consideration of the payments to be made by the client to the consultant as set forth in this contract, the consultant hereby covenants with the client to perform the services in conformity in all respects with the provisions of this contract.
2. Subject to the terms of this contract, the client hereby covenants to pay the consultant, in consideration of the performance of the services, the contract price (as defined

below) or such other sum as may become payable pursuant to the provisions of this contract at the times and in the manner prescribed by this contract.

In witness whereof the parties hereto have caused this contract to be executed in accordance with the laws of *[country]* as of the day, month and year first indicated above.

For *[full legal name of the client]*	For *[full legal name of the consultant]*
Signature	Signature
Name	Name
Witnessed by	Witnessed by

[Note: If the consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the members of the consultant

[Name of member]

_____

[Authorized representative]

[Name of member]

_____

[Authorized representative]

Section VII. General Conditions of Contract

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21. Termination
22. Payment Upon Termination
23. Force Majeur
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25. Prohibition of Harmful Child Labor
26. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse
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28. Grievance Mechanism for Consultant and Subcontractor Personnel
29. Standard of Performance
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32. Documents Prepared by the Consultant to be the Property of the Client
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General Conditions of Contract

1. Definitions

1.1 The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

(a) "Applicable Law" has the meaning given the term in the **SCC.**

(b) "Associate" or "Member" means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate.

(c) "Client" has the meaning given the term in the initial paragraph of the contract agreement.

(d) "Client Country" has the meaning given the term in the **SCC.**

(e) "Consultant" has the meaning given the term in the initial paragraph of the contract agreement.

(f) "Contract" means this agreement entered into between the client and the consultant, to provide the services, and consists of the contract agreement, these GCC, the SCC, and the annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.

(g) "Contract Price" means the price to be paid for the performance of the services, in accordance with GCC sub-clause 18.1.

(h) "Day" means a calendar day.

(i) "Effective Date" has the meaning given the term in GCC Clause 17.2.

(j) “Financing Agreement” has the meaning given the term in the recital clauses to the contract Agreement.

(k) "Force Majeure" has the meaning given the term in GCC Clause 23.1.

(l) “The Fund” or “IFAD” means the International Fund for Agricultural Development.

(m)“GCC” means these general conditions of contract.

(n) “Government” has the meaning given the term in the recital clauses to the contract agreement.

(o) “Key Professional Personnel” means the personnel listed in annex D to this contract.

(p) “Local Currency” has the meaning given the term in the **SCC**.

(q) “Party” means the client or the consultant, as the case may be, and “Parties” means both of them.

(r) “Personnel” means persons hired by the consultant or by any sub-consultants and assigned to perform the services or any part thereof.

(s) “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures, see https://www.ifad.org/en/secap.

(t) “Services” means the activities to be performed by the consultant pursuant to this contract, as described in Annex A to this contract.

(u) “Sub-Consultant” means any person or entity to whom/which the consultant subcontracts any part of the services.

(v) “Tax” and “Taxes” have the meanings given the terms in the financing agreement or related agreement.

2. Interpretations

2.1 In interpreting this contract, unless otherwise indicated:

(i) "confirmation" means confirmation in writing;

(ii) in writing" means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;

(iii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

(iv) the feminine means the masculine and vice versa; and

(v) the headings are for reference only and shall not limit, alter or affect the meaning of this contract.

3. Language and Law

3.1 This contract has been executed in language(s) specified in the **SCC**. If the contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

3.2 This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.

4. Communications

4.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Subject to applicable law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when delivered to such party at the address specified in the **SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient party.

4.2 A party may change its name or address for receiving notice under this contract by giving the other party notice in writing of such change to the address specified in **SCC 4.1**.

5.

5.1

6. Prohibited Practices

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

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

a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;

e) "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge

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

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

6.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.[5] The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

6.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred

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

in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

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

6.7 Suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected[6] by auditors and/or investigators appointed by the Fund.

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

6.9 If the Fund determines that the consultant, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices in connection with an IFAD-financed or IFAD-managed activity or operation, including in competing for, or executing, this contract, the client may, by written notice, immediately

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

terminate the consultant's employment under the contract and the provisions of GCC 21.1 shall apply.

6.10 The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after the execution of the contract.

7. Relationship Between the Parties

7.1 Nothing contained in this contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the client and the consultant. The consultant, subject to this contract, has complete charge of personnel and sub-consultants, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf in connection with this contract.

8. Location

8.1 The services shall be performed at such locations as are specified in annex A to this contract and, where the location of a particular task is not so specified, at such locations, whether in the client country or elsewhere, as the client may approve.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the consultant may be taken or executed by the officials specified in the **SCC**.

10. Description and Approval of Personnel; Adjustments; Approval of Additional Work

10.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the services of each of the consultant's key professional personnel are described in annex C. The key professional personnel and sub-consultants listed by title as well as by name in annex C are hereby approved by the client.

10.2 GCC sub-clause 36.1 shall apply in respect of other personnel and sub-consultants which the consultant proposes to use in the carrying out of the services, and the consultant shall submit to the client for review and approval a copy of their curricula vitae (CVs).

10.3 Adjustments with respect to the estimated periods of engagement of key professional personnel set forth in annex C may be made by the consultant without the prior approval of the client only if (a) such adjustments shall not alter the originally estimated period of engagement of any

individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price. The consultant shall provide written notice to the client of any such adjustments. Any other adjustments shall only be made with the client's prior written approval.

10.4 If additional work is required beyond the scope of the services specified in annex A, the estimated periods of engagement of key professional personnel set forth in annex C may be increased by agreement in writing between the client and the consultant. In a case in which such additional work would result in payments under this contract exceeding the contract price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC sub-clauses 17.4, 17.5 and 18.4.

Resident Project Manager

10.5 If required by the **SCC**, the consultant shall ensure that at all times during the consultant's performance of the services in the client country, a resident project manager, acceptable to the client, shall take charge of the performance of such services.

11. Removal and/or Replacement of Personnel

11.1 Except as the client may otherwise agree, no changes shall be made in the key professional personnel. If, for any reason beyond the reasonable control of the consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key professional personnel, the consultant shall, subject to GCC sub-clause 36.1(a), provide as a replacement a person of equivalent or better qualifications.

11.2 If the client (a) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant shall, at the client's written request specifying the grounds therefore and subject to GCC sub-clause 36.1(a), provide as a replacement a person with qualifications and experience acceptable to the client.

11.3 The consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

11.4 The consultant shall provide a grievance mechanism for personnel to raise workplace concerns. The consultant shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

12. Settlement of Disputes

Amicable Settlement

12.1 The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

Dispute Resolution

14.2 Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled amicably within thirty (30) days after the receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the **SCC**.

13. Commissions and Fees

15.1 The consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

14. Entire Agreement

16.1 This contract contains all of the covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this contract.

15. Commencement, Completion and Modification of Contract

Contract Entry into Force

17.1 This contract shall come into full force, and be legally binding on the parties in all respects, on the date this contract is signed by the parties or such other date as may be stated in the **SCC**.

Effective Date and Commencement of Services

17.2 The consultant shall commence the services on the date specified in the **SCC**, which shall be defined as the "effective date."

Expiration of Contract

17.3 Unless terminated earlier pursuant to GCC clause 21, this contract shall expire at the end of such time period after the effective date as specified in the **SCC**.

Modifications or Variations

17.4 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Pursuant to GCC sub-clause 48.1, however, each party shall give due consideration to any proposals for modification or variation made by the other party.

Substantial Modifications

17.5 In cases of any of the below, the prior written consent of IFAD is required:

(a) the contract value of a contract that did not require prior review (under the provisions of the IFAD Project Procurement Guidelines, IFAD Procurement Handbook or Letter to the Borrower/Recipient) is raised to a value that would require IFAD's prior review;

(b) the original contract duration is extended by 25% or more, or

(c) the original value of the contract is increased by ten percent (10%) or more. Once the 10% contract threshold for modifications or change orders has been reached, any subsequent contract modification or change order that individually or collectively would exceed 3% of the original contract value shall also require IFAD's no-objection.

16. Payments to Consultant

Contract Price	18.1 Except as provided in GCC sub-clause 18.5, the total payment due to the consultant shall not exceed the contract price set forth in the **SCC** (as may be adjusted in accordance with the terms of the SCC). The contract price is an all-inclusive fixed-price covering all costs required to provide the services in accordance with the terms of this contract. The contract price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC sub-clauses 11.4, 44.2 and 46.2) if the parties have agreed to additional payments in accordance with GCC sub-clauses 17.4, 17.5 and 18.4.
Currency of Payment	18.2 The currency in which payments shall be made to the consultant under this contract shall be that in which the price of the proposal is expressed.
Terms, Condition and Mode of Billing and Payment	Payments shall be released upon successful completion & submission of the business plan report.
Payment for Additional Services	18.4 For the purposes of determining the remuneration due for additional services as may be granted under GCC sub-clause 17.4, a breakdown of the contract price is provided in annexes D and E.
17. Taxes and Duties	All taxes and duties and other charges shall be governed by the prevailing rules and regulation of the government of India as applicable as per income tax act 1961.
18. Suspension	18.1 The client may, by giving thirty (30) days' written notice to the consultant, suspend all payments to the consultant under this contract if the consultant fails to perform any of its obligations under this contract, including

the carrying out of the services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultant of such notice of suspension.

19.Termination

By the Client

19.1 Without prejudice to any other remedies that may be available to it for breach of this contract, the client may, upon written notice to the consultant, terminate this contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (j) of this GCC sub-clause 21.1, and in the case of the occurrence of any of the events specified in paragraphs (i) or (j) of this GCC sub-clause 21.1, the client may suspend this contract.

(a) If the consultant, in the judgment of the client or IFAD, fails to perform its obligations relating to the use of funds. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.

(b) If the consultant does not remedy a failure in the performance of its obligations under this contract (other than failure to perform obligations relating to use of funds as set forth in GCC sub-clause 21.1(a) of this contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the client. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the client) or on such later date as may be specified by the client.

(c) If the consultant (or any member or sub-consultant) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as

may be specified by the client in such notice of termination.

(d) If the Fund determines that the supplier, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 6. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

(e) If the purchaser becomes aware of any proven acts of sexual harassment, sexual exploitation and abuse by the consultant and/or its personnel, directly or through an agent, pursuant to GCC 26.

(f) If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.

(g) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.

(h) If the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.

(i) If the financing agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the financing agreement. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-

clause 21.1(i), the consultant has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.

(j) If an event has occurred that would be grounds for suspension or termination under applicable law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(j), the consultant has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.

By the Consultant

19.2 The consultant may terminate this contract, upon written notice to the client in accordance with the time periods specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC sub-clause 21.2.

(a) If the client fails to pay any money due to the consultant pursuant to this contract that is not otherwise subject to dispute pursuant to GCC clause 14 hereof within forty-five (45) days after receiving written notice from the consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the client to the consultant within such thirty (30) days.

(b) If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

(c) If the client fails to comply with any final decision reached as a result of arbitration pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

(d) If the consultant does not receive a reimbursement of any taxes that are exempt under the financing agreement within one hundred and twenty (120) days after the consultant gives notice to the client that such reimbursement is due and owing to the consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the consultant within such thirty (30) days.

(e) If this contract is suspended in accordance with GCC sub-clauses 21.1(i) or (j) for a period of time exceeding three (3) consecutive months; provided that the consultant has complied with its obligation to mitigate in accordance with GCC sub-clauses 21.1(i) or (j) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

20. Payment Upon Termination

20.1 Upon termination of this contract pursuant to GCC sub-clauses 21.1 or 21.2, the client shall make, or cause to be made, the following payments to the consultant:

(a) payment pursuant to GCC clause 18 for services satisfactorily performed prior to the effective date of termination; and

(b) except in the case of termination pursuant to paragraphs (a) through (e) and (h) of GCC sub-clause 21.1, reimbursement of any reasonable cost (as determined by the client or IFAD) incidental to the prompt and orderly termination of this contract; provided, that in the case of suspension of this contract pursuant to GCC sub-clauses 21.1 (i) or (j), the consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

20.2 If either party disputes whether an event specified in paragraphs (a), (b), (c), (d), (e), (f) , or (h) of GCC sub-clause 21.1 or paragraphs (a) through (d) of GCC sub-clause 21.2 has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to dispute resolution in

	accordance with GCC clause 14, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
Cessation of Rights and Obligations	20.3 Upon termination of this contract pursuant to GCC clause 21, or upon expiration of this contract pursuant to GCC sub-clause 17.3, all rights and obligations of the parties under this contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC clause 31, (c) the consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC clause 35 and any right or obligation which a party may have under the applicable law.
Cessation of Services	20.4 Upon termination of this contract by notice of either party to the other pursuant to GCC sub-clauses 21.1 or 21.2, the consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the consultant and equipment and materials furnished by the client, the consultant shall proceed as provided, respectively, by GCC clauses 32 or 39.

21. Force Majeure

Definition	21.1 For the purposes of this contract, "force majeure" means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a party, and is not the result of any acts, omissions or delays of the party relying on such event of force majeure, (or of any third person over whom such party has control, including any sub-consultant), (b) is not an act, event or condition the risks or consequence of which such party has expressly agreed to assume under this contract, (c) could not have been prevented, remedied or cured by such party's reasonable diligence, and (d) makes such party's performance of its obligations under this contract impossible or so impractical as to be considered impossible under the circumstances.
No Breach of Contract	21.2 The failure of a party to fulfil any of its obligations under this contract shall not be considered to be a breach

of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of force majeure.

Measures to be Taken

21.3 Subject to GCC sub-clause 23.6, a party affected by an event of force majeure shall continue to perform its obligations under this contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of force majeure.

21.4 A party affected by an event of force majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

21.5 Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

21.6 During the period of its inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the client, shall either:

(a) demobilize, in which case the consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the consultant is required by the client to reactive its performance of the services at the time of restoration of normal conditions, the additional costs the consultant reasonably and necessarily incurred as part of such reactivation; or

(b) continue with the services to the extent possible, in which case the consultant shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

21.7 In the case of disagreement between the parties as to the existence or extent of and event of force majeure, the matter shall be settled in accordance with GCC clause 14.

22. SECAP

22.1 The consultant shall ensure that its activities under the contract comply with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), as relevant to the activities performed under this Contract. Information on SECAP is available on https://www.ifad.org/en/secap.

23. Prohibition of Harmful Child Labor

23.1 The consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The consultant will identify the presence of all persons under the age of eighteen (18). Where applicable law does not specify a minimum age, the consultant shall ensure that children aged below 15 are not employed to perform work under this contract. Where applicable law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

24. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

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

25. Non-Discrimination and Equal Opportunity

25.1 The client adheres to the principle of equal opportunity and fair treatment in its employment practices. The client expects that the consultant shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The client expects that the consultant shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

26. Grievance Mechanism for Consultant and Subcontractor Personnel

26.1 The consultant shall provide a grievance mechanism for personnel, including sub-consultant staff if a separate sub-consultant grievance mechanism does not exist, to raise workplace concerns. The consultant shall inform its personnel of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or

substitute for grievance mechanisms provided through collective agreements.

27. Standard of Performance

27.1 The consultant shall perform the services and carry out its obligations under this contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-consultants or third parties.

Law Governing Services

27.2 The consultant shall perform the services in accordance with applicable law and shall take all practicable steps to ensure that any sub-consultants, as well as the personnel of the consultant and any sub-consultants, comply with the applicable law.

28. Conflict of Interest

28.1 The consultant shall hold the client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

28.2 The payment of the consultant pursuant to GCC clause 18 shall constitute the consultant's only payment in connection with this contract and, subject to GCC clause 30.3, the consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations under this contract, and the consultant shall use its best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment.

28.3 Furthermore, if the consultant, as part of the services, has the responsibility of advising the client on the procurement of goods, works or services, the consultant shall comply with the IFAD Project Procurement Guidelines and IFAD Procurement Handbook from time to time in effect as posted on the IFAD website at *[insert link]* and shall at all times exercise such responsibility in the

	best interest of the client. Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the client.
Consultant and Affiliates Not to Engage in Certain Activities	28.4 The consultant agrees that, during the term of this contract and after its termination, the consultant and any entity affiliated with the consultant, as well as any sub-consultants and any entity affiliated with such sub-consultants, shall be disqualified from providing goods, works or services (other than services) resulting from or directly related to the services.
Prohibition of Conflicting Activities	28.5 The consultant shall not engage, and shall cause its personnel as well as its sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.
29. Confidential Information; Rights of Use	29.1 Except with the prior written consent of the client, or as may be required to comply with applicable law, the consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the services. 29.2 The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the client, disclose this contract, or any provision of this contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the client in connection therewith, to any person other than a person employed by the consultant in the performance of this 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. 29.3 The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the client, make use of any document or information related to or delivered in connection with this contract, except for the purpose of performing this contract.

29.4 Any document related to or delivered in connection with this contract, other than this contract itself, shall remain the property of the client and shall be returned (including, except as provided in GCC clause 32, all the copies) to the client on completion of the consultant's performance under this contract.

30. Documents Prepared by the Consultant to be the Property of the Client

30.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the consultant under this contract shall become and remain the property of the client, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof in accordance with this GCC sub-clause 32.1 and sub-clause 31.4, and in format and substance specifically required in the terms of reference. The consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the client. If license agreements are necessary or appropriate between the consultant and third parties for purposes of the development or use of any such computer programs, the consultant shall obtain the client's prior written approval to such agreements, and the client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC.**

31. Liability of the Consultant

31.1 Subject to additional provisions, if any, set forth in the **SCC**, the consultants' liability under this contract shall be provided by the applicable law.

32. Accounting, Inspection and Auditing

32.1 The consultant shall keep accurate and systematic accounts and records in respect of the provision of the services under this contract, and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the bass thereof, together with a detailed inventory thereof.

Reporting Obligations

32.2 The consultant shall maintain such books and records and submit to the client the reports, documents and other information specified in annex B, in the form, in the numbers and within the time periods set forth in such

annex. The consultant shall submit to the client such other reports, documents and information as may be requested by the client from time to time. Final reports shall be delivered in an electronic form specified by the client in addition to the hard copies specified in annex B. The consultant consents to the client's sharing of the reports, documents and information delivered by the consultant pursuant to this contract with IFAD and the government.

33. Consultant's Actions Requiring the Client's Prior Approval

33.1 In addition to any modification or variation of the terms and conditions of this contract pursuant to GCC sub-clause 17.4, the consultant shall obtain the client's prior approval in writing before taking any of the following actions:

(a) any change or addition to the personnel listed in annex C;

(b) in accordance with GCC clause 5.1 above, entering into a subcontract with a sub-consultant for the performance of a major item of the services; and

(c) any other action that may be specified in the SCC.

34. Use of Funds

34.1 The consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard, as set out in the SECAP.

35. Equipment, Vehicles and Materials Furnished by the Client

35.1 Equipment, vehicles and materials made available to the consultant by the client, or purchased by the consultant wholly or partly with funds provided by the client, shall be the property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the consultant shall make available to the client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the client's instructions. While in possession of such equipment, vehicles and materials, the consultant, unless otherwise instructed by the client in writing, shall insure them in an amount equal to their full replacement value.

36. Change in the Applicable Law Related to Taxes and Duties

36.1 If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the services, payments to the consultant shall not be immediately adjusted. However, the consultant shall promptly notify the client (or such agent or representative designated by the client) of any taxes paid, and the consultant shall cooperate with, and take such actions as may be requested by the client, or its agents or representatives, in seeking the prompt and proper reimbursement of such taxes through subsequent payments that become due to the consultant.

37. Services, Facilities and Property of the Client

37.1 The client shall make available to the consultant and the personnel, for the purposes of performing the services and free of any charge, the services, facilities and property described in annex F at the times and in the manner specified in annex F.

37.2 In case that such services, facilities and property shall not be made available to the consultant as and when specified in annex F, the parties shall agree on (a) any time extension that it may be appropriate to grant to the consultant for the performance of the services, (b) the manner in which the consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the consultant as a result thereof pursuant to GCC sub-clause 18.1.

38. Payment

38.1 In consideration of the services performed by the consultant under this contract, the client shall make to the consultant payments in the manner provided in GCC clause 18.

39. Counterpart Personnel

39.1 The client shall make available to the consultant free of charge such professional and support counterpart personnel, to be nominated by the client with the consultant's advice, if specified in annex F.

39.2 If counterpart personnel are not provided by the client to the consultant as and when specified in annex F, the client and the consultant shall agree on (a) how the affected part of the services shall be carried out, and (b) the additional payments, if any, to be made by the client to

the consultant as a result thereof pursuant to GCC sub-clause 18.1.

39.3 Professional and support counterpart personnel, excluding the client's liaison personnel, shall work under the exclusive direction of the consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.

40. Good Faith

40.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

41. Operation of the Contract

41.1 The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

Annexes to Contract

Annex A: Description of Services

[Note to client: give detailed descriptions of the services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the client, etc. This description of services is to be based on the TOR issued with the RFP . It must be noted that this description of services takes precedence over the consultant's proposal, so any changes recommended or requested by the consultant in its proposal do not alter the services]

This annex A shall incorporate by reference: the proposal dated *[insert date of awarded proposal]* submitted by *[insert name of consultant awarded the contract]* in connection with the competition for this contract (the "proposal"). In the event of any inconsistency between this description of services and the proposal, the priority of interpretation shall be given to this description of services.

Annex B: Reporting Requirements

[Note: list format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]

Annex C: Key Professional Personnel

[Note: List under]:

D-1 Titles *[and names, if already available]*, detailed job descriptions and minimum qualifications of foreign key professional personnel to be assigned to work in *[insert country]*, and estimated staff-months for each.

Annex F: Services and Facilities to be Provided by the Client

[Note: list here the services, facilities and counterpart personnel to be made available to the consultant by the client.]

Annex G: Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of consultant:	
Full legal name of consultant's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the consultant]*, 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 consultant 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 Project 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 to 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 consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

❑ The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[7] and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents

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 consultant)	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 consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

❑ The consultant certifies that itself, its proprietor(s), agents, 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 consultant for purposes of this proposal 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 proposal 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 proposal 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 consultant 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 affected.]

❑ The consultant 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 consultant 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 consultant 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.

[7] 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 consultant 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 consultant itself are ineligible for contracts of the World Bank on the grounds of "cross-debarment", the consultant should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the consultant believes the finding is a "false positive".

The procuring entity will determine whether to proceed with the contract or allow the consultant 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 consultant 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.

Contract Forms

1. Notice of Intent to Award

[This notice of intent to award (NOITA) shall be sent to each consultant that submitted a proposal and shall be addressed to the authorized representative as stated in the instructions to consultants.

Delete all paragraphs written in red font and/or insert the relevant information.

Insert the date the NOITA is transmitted to consultants. The NOITA must be sent to all consultants simultaneously. This means on the same date and as close to the same time as possible.]

For the attention of the consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

DATE OF TRANSMISSION: *[insert date]*

Procuring entity: *[insert the name of the procuring entity]*

Procurement title: *[insert]*

Ref no: *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful consultant]* subject to successful requirments.

Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant.

[Important: provide the results of the evaluation and the prices of each consultant [if applicable] in this NOITA].

Name of consultant	Points scored	proposal price	Evaluated proposal price *(if applicable)*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within *[insert number of stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within *[insert number stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts *[insert number stated in the request for proposals and see the module M2 on protests in the IFAD Procurement Handbook for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorized Official

Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavors to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:

   (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

   (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

(c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

(d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;

(e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:

(a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD

(b) staff and non-staff personnel”);

(c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);

(d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and

(e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub- suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”.)

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavors to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:

(a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;

(b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;

(c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and

(d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:

(a) Refrain from engaging in prohibited practices;

(b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

(c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and

(e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to

that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

(a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;

(b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions[8] and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;

(c) Take appropriate action to inform third parties and beneficiaries (defined as "persons whom the Fund intends to serve through its grants and loans") of the present policy as well as the Fund's confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;

(d) Include provisions in procurement documents and contracts with third parties which:

(i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

(ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(iii) Inform third parties of the Fund's jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third

[8] The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;

(iv) Require third parties 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 the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected

(v) by auditors and/or investigators appointed by the Fund;

(vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;

(vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and

(viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;

(e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;

(f) 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 the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;

(g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and

(h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.

13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption

relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.

14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD- managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.

15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.

17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.

18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.

19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.

21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.

22. Reviews and investigations conducted by the Fund are, inter alia:

(a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;

(b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and

(c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.

25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.

27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.

28. The Fund may apply any of the following sanctions or a combination thereof:

(a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract,

including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;

(b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;

(c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;

(d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and

(e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.

29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.

30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.[9]

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals

[9] The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

or entities under investigation and any other persons, such as witnesses, who are involved in the case.

33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.

34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii) Declaration of misprocurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii) Suspension or cancellation of loan or grant

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.