



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF AGRICULTURE  
AGRICULTURAL SEEDS AGENCY**



**REQUEST FOR TENDER**

**TENDER No.: 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26**

**FOR**

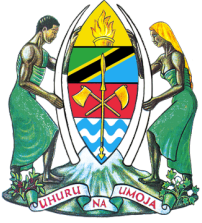
**Construction of Storage Warehouse at Mlazo Ndogowe BBT project**

**11/03/2025**

## LIST OF ABBREVIATIONS

Cap	Chapter
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IFT	Invitation for Tenderers
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
SCC	Special Condition of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
STD	Standard Tendering Document

**INVITATION FOR BIDS**



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF AGRICULTURE  
AGRICULTURAL SEEDS AGENCY**



**Name of Project:** Agricultural and fisheries Development Programme (AFDP)

**Contract Title:** Construction of Storage Warehouse at Mlazo Ndogowe BBT project

**Loan No./Credit No./Grant No.:** 2000003669

**Project Reference No.:** 200001519

**RFB Reference No.:** 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26.

11/03/2025

1. This Invitation for Tender follows the General Procurement Notice (GPN) that appeared on the IFAD website on 10/07/2024, the United Nations Development Business (UNDB) website on 30/7/2024 and the National e-Procurement System of Tanzania (NeST) dated 10/07/2024.
2. The United Republic of Tanzania has received financing from the International Fund for Agricultural Development (IFAD) towards the cost of Agricultural and fisheries Development Programme and intends to apply a part of the financing for the purchase of these goods. 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 Agricultural and fisheries Development Programme .
3. The Agricultural and fisheries Development Programme includes
  1. The overall objective of AFDP (2021-2026) is to contribute to inclusive food systems for improved livelihoods, food security, nutrition and resilience. In this regard, its development objective is to "enhance sustainable productivity, climate resilience and commercialization of selected crop seeds, fisheries and aquaculture", while devoting particular attention to women empowerment and youth participation. This will be measured by four core indicators, namely: (i) percentage of target households reporting increased average annual net income by 30 percent; (ii) percentage of households reporting an average 25 percent increase in production of maize, beans, sunflower, seaweed and fish; (iii) at least 60 percent of women 15-49 years of age who consume at least 5 out of 10 food groups; and (iv) at least 40 percent of households reporting adoption of environmentally sustainable and climate-resilient technologies and practice, the expected duration.
4. Bids must be submitted electronically through NeST on or before 10:00 AM hours local time on 25/04/2025. Tender(s) will be opened promptly thereafter through NeST. Tender opening details will be available through NeST.
5. The employer now invites tenders from eligible entities ("tenderers") for the execution and completion of Construction of Storage Warehouse at Mlazo Ndogowe BBT project, which are being tendered as a Unit Price Contract based on Priced Bill of Quantities. .
6. The AGRICULTURAL SEEDS AGENCY now invites Tenders from eligible Tenderers for Construction Seed Storage Warehouse At Ndogowe For BBT Project.
7. This IFB is open to all eligible tenderers who wish to participate. Subject to the restrictions stipulated in the tendering document, eligible tenderers may associate with other tenderers to enhance their capacity to



successfully carry out the works.

8. A contractor will be selected using the international competitive tendering (ICT) method in accordance with the IFAD Procurement Handbook accessible at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The ICB process will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
9. Please note that a pre-tender meeting will be held as described in the tender data sheet (TDS), Section II of the tendering document.
10. A complete set of tendering document(s) in English may be accessed through NeST freely. Bidders are required to register through NeST and pay the bid participation fees indicated in the NeST (<https://nest.go.tz/nest-tenderer/wallet/tender-charges>) to be able to participate in this tendering process. NeST payment user guide is made available in the NeST dashboard.
11. All tenders must be accompanied by a Tender Security in the form of Tender Security - Bank Guarantee in the currency of The Tanzanian Shilling or freely convertible currencies in case of foreign Tenderers worth 38,000,000.00.
12. Bids not received or opened through NeST shall not be accepted for evaluation irrespective of the circumstances.

**CHIEF EXECUTIVE OFFICER**

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**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF AGRICULTURE  
AGRICULTURAL SEEDS AGENCY**



**REQUEST FOR TENDERS  
MEDIUM AND LARGE WORKS**

**Procurement of:**  
Construction of Storage Warehouse at Mlazo Ndogowe BBT project

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**RFB No:** 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26

**Project:** Agricultural and fisheries Development Programme (AFDP)

**Employer:** AGRICULTURAL SEEDS AGENCY

**Issued on:** 11/03/2025

**PART 1: BIDDING AND SELECTION PROCEDURE**

**SECTION II. INSTRUCTIONS TO TENDERERS (ITT)**

**A. GENERAL**

ITB Clause Number & Required Information/Data	ITB Clause No.	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1. Scope of tender	1.1	The employer as <b>identified in the TDS</b> has issued an invitation for bids along with this tendering document for the procurement of works as specified in Part 2, Works Requirements. The name and identification number of the contract, and number description of the lot(s), are <b>specified in the TDS</b> .
	1.2	The successful tenderer shall be expected to complete the works within the construction period duration <b>specified in the TDS</b> .
	1.3	Throughout this tendering document: a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, and fax, including distributed or received through the electronic-procurement system used by the employer) with proof of receipt; b) If the context so requires, “singular” means “plural” and vice versa; c) “Day” means calendar day, unless otherwise specified as “business day”. A business day is any day that is official working day of the borrower. d) “IFAD” or “the Fund” means the International Fund for Agricultural Development. e) “Tender” means a tender for the provision of the works submitted by a tender in response to this tendering document. f) “Tender security” or “tender securing declaration” means the security a tenderer may be required to furnish as part of its tender in accordance with ITT clause 22. g) “Tender” means any eligible entity or person, including any associate of such eligible entity or person that submits a tender. h) “borrower/recipient” means the Government, Government agency or other entity that signs the Financing Agreement with the Fund. It connotes that this entity signed an agreement for a loan. i) “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures (SECAP).
2. Source of funds	2.1	The borrower or recipient (hereinafter called “borrower”) specified in the TDS has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“the Fund”) in various currencies equivalent to the amount specified in the TDS towards the cost of the project named in the TDS, and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or any payment prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations.
3. Prohibited practices	3.1	The Fund requires that all beneficiaries of IFAD funding, including the employer and any tenderers, 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 Appendix A to Section VI General Conditions of Contract (EB 2018/125/R.6, hereinafter “IFAD’s Anti-Corruption Policy”).
	3.2	For the purposes of these provisions, and consistent with IFAD’s Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as “prohibited practices”:

	<p>(a) “<b>corrupt practice</b>” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;</p> <p>(b) “<b>fraudulent practice</b>” 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;</p> <p>(c) “<b>collusive practice</b>” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;</p> <p>(d) “<b>coercive practice</b>” 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;</p> <p>(e) “<b>obstructive practice</b>” 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.</p>
3.3	The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.
3.4	In accordance with IFAD’s Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. [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.
3.5	In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.
3.6	Tenderers, 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 [2] by auditors and/or investigators appointed by the Fund.
3.7	The tenderer 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.
	<b>3.8</b>	The tenderer shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the tenderer is awarded the contract, execution of the contract.
<b>4. Sexual harassment, sexual exploitation and abuse</b>	<b>4.1</b>	<p>The Fund requires that all beneficiaries of IFAD Funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:</p> <p>(a) Sexual harassment means “any unwelcome sexual advance, request for sexual favor 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.</p> <p>(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)”.</p>
	<b>4.2</b>	Employers, suppliers and tenderers shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.
	<b>4.3</b>	The tenderer or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.
<b>5. Money laundering and terrorist financing</b>	<b>5.1</b>	The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the employer, any tenderer, 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.
<b>6. SECAP performance standards</b>	<b>6.1</b>	The resulting contract will be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <a href="https://www.ifad.org/en/secap">https://www.ifad.org/en/secap</a> .
<b>7. Eligible tenderers and conflict of interest</b>	<b>7.1</b>	This invitation for tenders is open to all tenderers from eligible source countries. A tenderer may be a private firm, a government-owned enterprise subject to ITT 7.8 or any combination of such entities in the form of a joint venture under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
	<b>7.2</b>	<p>In the case where a tenderer is or proposes to be a JV</p> <p>(a) all members shall be jointly and severally liable for the execution of the contract; and</p>

		(b) the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.
7.3		<p>A tenderer shall not have any actual, potential or reasonably perceived conflict of interest. A tenderer shall declare in the letter of Tender any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A tenderer with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The employer requires that the tenderer and the supplier hold the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a tenderer or supplier, including all parties constituting the tenderer or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:</p> <ul style="list-style-type: none"> <li>(i) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other parties in the process contemplated by this tendering document or the execution of the contract; or</li> <li>(ii) have, may have or might reasonably appear to have the same legal representative as another tenderer for purposes of this tender or execution of the contract; or</li> <li>(iii) 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 tender process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or</li> <li>(iv) participate, may participate or might reasonably appear to participate in more than one tender in this process; participation by a tenderer in more than one tender shall result in the disqualification of all tenders in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one tender; or are themselves, may be or might reasonably appear to be, or</li> <li>(v) have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this tendering 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.</li> </ul>
7.4		<p>A tenderer that has been engaged by the employer to provide goods, works or non-consulting 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 tenderer 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.</p>

A tenderer and the supplier shall have an obligation to disclose any



	7.5	situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract and any other as appropriate under the IFAD Revised Policy on Preventing Fraud and Corruption in its projects and operations.
	7.6	A tenderer or supplier, all parties constituting the tenderer or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITT clause 3 above or under suspension from bidding by the employer as a result of the enforcement of a bid securing declaration. 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.
	7.7	A tenderer or supplier, all parties constituting the tenderer or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB clause 7 will nonetheless be excluded if: a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the tenderer or supplier (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or b) by an act of compliance with a decision of the United Nations Security Council taken under chapter VII of the charter of the United Nations, the Government prohibits the issuance of a payment.
	7.8	Tenderers that are Government-owned enterprises or institutions in the employer's country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the employer. To be eligible, a government-owned enterprise or institution shall establish to the IFAD's satisfaction, through all relevant documents, including its charter and other information the IFAD may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not tendering for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
<b>8. Eligible materials, equipment and services</b>	8.1	The materials, equipment and services to be supplied under the Contract and financed by IFAD may have their origin in any country and must be supplied by an eligible provider. At the employer's request, tenderers will be required to provide evidence of the origin of materials, equipment and services.
	8.2	For purposes of ITT Clause 8.1, "origin" means the place where the materials and equipment are mined, grown, cultivated, produced, manufactured or processed, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.
	8.3	The origin of materials, equipment and services is distinct from the nationality of the tenderer.

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**Note1:** 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.

**Note2:** 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. CONTENTS OF TENDERING DOCUMENT

<b>9. Section of tendering document</b>	<b>9.1</b>	<p>This tendering document consists of parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITT clause 11.</p> <p><b>Part 1 – Tendering and selection procedures</b>            Section I. Instructions to tenderers            Section II. Tender data sheet            Section III. Tender Examination, tender evaluation and tenderer qualification criteria            Section IV. Tendering forms</p> <p><b>Part 2 – Works requirements</b>            Section V:            Scope of works            Technical specifications            Environmental and Social (ES) requirements            Drawings</p> <p><b>Part 3 – Conditions of Contract and Contract forms</b>            Section VI. General conditions of contract and appendices            Section VII. Particular conditions of the contract            Section VIII. Contract forms</p>
	<b>9.2</b>	The invitation for tenders issued by the employer is not part of the tendering document.
	<b>9.3</b>	The employer is not responsible for the completeness of this tendering document and its addenda if they were not obtained directly from the source stated by the employer in the invitation for tenders.
	<b>9.4</b>	The tenderer is expected to examine all instructions, forms, terms, and works requirements in this tendering document. Failure to furnish all information or documentation required by this tendering document may result in the rejection of the bid.
<b>10. Clarification of tendering document, site visit, pre-tender meeting</b>	<b>10.1</b>	<p>A prospective Tenderer requiring any clarification of the Tendering Documents shall notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other Tendering methods prior to tender submission deadline.</p> <p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p> <p>PE's response shall include a description of the inquiry without identifying its source.</p> <p>Should the clarification result in changes to the essential elements of this tendering document, the employer shall amend this tendering document following the procedure under ITT clause 11.</p>
	<b>10.2</b>	The tenderer is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the works. The costs of visiting the site shall be at the tenderer's own expense.
	<b>10.3</b>	The tenderer and any of its personnel or agents will be granted permission by the employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the tenderer, its personnel, and agents will release and indemnify the employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	<b>10.4</b>	The tenderer's designated representative is invited to attend a pre-tender meeting, if provided for in the TDS. The purpose of the meeting will be to clarify the issues and to answer questions on any matter that may be raised at that stage.
<b>11. Amendment of tendering document</b>	<b>11.1</b>	At any time prior to the deadline for submission of tenders, the employer may amend this tendering document by issuing addenda.
	<b>11.2</b>	All addenda issued shall be part of this tendering document and shall be

		communicated through the system to all tenderers.
	<b>11.3</b>	To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the employer may extend the deadline for the submission of tenders at its sole discretion.

### C. PREPARATION OF TENDERS

12. Cost of tendering	12.1	The tenderer shall bear all costs associated with the preparation and submission of its tender and contract finalization, and the employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
13. Language of tender	13.1	The tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the employer, shall be written in the language <b>specified in the TDS</b> . Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language <b>specified in the TDS</b> , in which case, for purposes of interpretation of the tender, such translation shall govern.
14. Documents comprising the tender	14.1	The tender submitted by the tenderer shall comprise the following: (a) Form of Tender (in the format appended in this Tendering document); (b) Priced Bill of Quantities or priced Activity Schedule; (c) Tender security or tender-securing declaration, in accordance with ITT clause 21; (d) Alternative tenders, if permissible, in accordance with ITT 15; (e) written confirmation authorizing the signatory of the tender to commit the tenderer, in accordance with ITT clause 22.1; (f) documentary evidence in accordance with ITT 19 establishing the tenderer's qualifications to perform the contract if its tender is accepted; (g) Technical proposal in accordance with ITT 18.1;and (h) any other document as <b>specified in the TDS</b> .
	14.2	In addition to the requirements under ITT 14.1, tenders submitted by a JV shall include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to execute a joint venture agreement in the event of a successful tender shall be signed by all members and submitted with the tender, together with a copy of the proposed agreement.
	14.3	The tenderer shall furnish in the form of tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this tendering document or its tender or to contract execution if the tenderer is awarded the contract.
	14.4	The tenderer shall furnish in the form of tender the name of the potential adjudicator and attach its curriculum vitae. The name of the potential adjudicator proposed by the employer in ITT 47.1 and by the tenderer (form of tender) shall be subject to IFAD's no-objection.
15. Alternative tenders	15.1	Unless otherwise specified in the TDS, alternative tenders shall not be considered.
	15.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.
	15.3	Except as provided under ITT 15.4 below, tenderers wishing to offer technical alternatives to the requirements of the tendering Documents must first price the employer's design as described in the tendering documents and shall further provide all information necessary for a complete evaluation of the alternative by the employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements shall be considered by the employer.
	15.4	<b>When specified in the TDS</b> , tenders are permitted to submit alternative technical solutions for specified parts of the works, and such parts shall <b>be identified in the TDS</b> , then the method for their evaluation will be stipulated in Section III, Tender examination, Tender Evaluation and

		Tenderer Qualification Requirements based on potential alternatives described in Section V, Works Requirements.
<b>16. Tender prices and discounts</b>	<b>16.1</b>	The prices and discounts quoted by the tenderer tender submission form and in the bill of quantities (or activity schedule) if the discount will be stated by the tenderer then methodology for the application must be indicated in the letter of tender completed by tenderer. The evaluation method as specified in Section III.
	<b>16.2</b>	The tenderer shall fill in rates and prices for all items of the works described in the bill of quantities (or activity schedule). Items against which no rate or price is entered by the tenderer will not be paid for by the employer, and shall be deemed covered by the rates for other items and prices in the bill of quantities (or activity schedule).
	<b>16.3</b>	The price to be quoted in the form of the tender, shall be the total price of the bid, excluding any discounts offered.
	<b>16.4</b>	The bidder shall quote any unconditional discounts and the methodology for their application in the form of tender.
	<b>16.5</b>	Unless otherwise <b>specified in the TDS</b> and the contract, the rates and prices quoted by the tenderer are subject to adjustment during the performance of the contract in accordance with the provisions of the conditions of contract. In such a case, the tenderer shall furnish the indices and weightings for the price adjustment formula in the schedule of adjustment data and the employer may require the tenderer to justify its proposed indices and weightings.
	<b>16.6</b>	If so specified in the TDS 1.1, tenders are being invited for individual lots or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one lot shall specify in their tender the price reductions applicable to each package, or, alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in accordance with ITT 16.4, provided the tenders for all lots are submitted and opened at the same time.
	<b>16.7</b>	All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of tenders, shall be included in the rates and prices [1] and the total Tender price submitted by the Tenderer.
<b>17. Currencies of tender</b>	<b>17.1</b>	The currency(ies) of the tender shall be as <b>specified in the TDS</b> .
	<b>17.2</b>	Tenderers may be required by the employer to justify, to the employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the schedule of adjustment data are reasonable [2], in which case a detailed breakdown of the foreign currency requirements shall be provided by tenderers.
<b>18. Documents comprising the technical proposal</b>	<b>18.1</b>	The tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the work's requirements and the completion time. The tenderer shall include in its technical proposal its Management Strategy and Implementation Plan (MSIP) which shall indicate its conformance with ESS requirements and Health and Safety Management Plans (HSMP).
<b>19. Documents establishing the qualifications of the tenderer</b>	<b>19.1</b>	In accordance with Section III, Tender examination, Tender Evaluation and Tenderer Qualification Requirements, to establish that the tenderer's qualifications meet the requirements established in this Section, the tenderer shall provide all information, requested in the corresponding information sheets and forms included in Section IV, Tendering Forms.
<b>20. Period of validity of tenders</b>	<b>20.1</b>	Tenders shall remain valid for the period <b>specified in the TDS</b> after the tender submission deadline date prescribed by the employer. A tender valid for a shorter period shall be rejected by the employer as non-responsive.
	<b>20.2</b>	In exceptional circumstances, prior to the expiration of the tender validity period, the employer may request tenderers to extend the period of validity of their tenders. The request and the tenderer's responses shall be made in

		writing. If required, the tender security shall also be extended for a period of twenty-eight (28) days beyond the deadline of the extended tender validity period. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request shall not be required or permitted to modify its tender, except as provided in ITT 20.3.
	<b>20.3</b>	If the award is delayed by a period exceeding sixty (60 days) beyond the expiry of the initial tender validity, the following conditions shall apply: <ul style="list-style-type: none"> <li>(i) in the case of fixed price contracts, the contract price shall be the tender price adjusted by the factor <b>specified in the TDS</b>;</li> <li>(ii) in the case of adjustable price contracts, no adjustment shall be made; or</li> <li>(iii) in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<b>21. Tender security or Tender securing declaration</b>	<b>21.1</b>	The tenderer shall submit as part of its tender, either a tender security or a tender-securing declaration, as <b>specified in the TDS</b> , in original form. If a tender security, it shall be in the amount and currencies <b>specified in the TDS</b> and shall: <ul style="list-style-type: none"> <li>(a) at the tenderer's option, be in the form of either irrevocable letters of credit, a bond or a bank guarantee substantially in the format of form of tender security (bank guarantee) included in Section IV, Tendering Forms;</li> <li>(b) be issued by a reputable institution selected by the tenderer and located in any eligible country (as determined in accordance with ITT 7);</li> <li>(c) be payable promptly upon written demand by the employer in case the conditions listed in ITT clause 21.2 are invoked;</li> <li>(d) be submitted in its original form; copies will not be accepted;</li> <li>(e) remain valid for a period of twenty-eight (28) days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT clause 20.2.</li> </ul>
	<b>21.2</b>	If a tender security is specified pursuant to ITT 21.1, the tender security of unsuccessful tenderers shall be returned as promptly as possible upon the successful tenderer's signing the contract and furnishing the performance security and if required in the TDS, the environmental and social (ES) performance security pursuant to ITT 45.
	<b>21.3</b>	Any bid not accompanied by a compliant tender security (if required) in accordance with ITT clause 21.1, shall be rejected by the employer as non responsive. The tender security may be forfeited: <ul style="list-style-type: none"> <li>(a) if a tenderer withdraws its tender during the period of tender validity specified by the tenderer in the form of tender or any extended date provided by the tenderer; or</li> <li>(b) if the successful tenderer fails within the specified time to: <ul style="list-style-type: none"> <li>- furnish the required performance security/ies as described in ITT clause 45; or</li> <li>- sign the contract in accordance with ITT clause 44.</li> </ul> </li> </ul>
	<b>21.4</b>	The tender security of a joint venture must be in the name of the joint venture that submits the tender. If the joint venture has not been legally constituted at the time of tendering, the tender security shall be in the names of all future partners, or in the name of the designated representative (partner in charge or lead member) as named in the letter of intent or similar document in connection with the formation of the joint venture.
	<b>21.5</b>	A tender-securing declaration shall use the form included in Section IV, Bidding Forms.
<b>22. Format and signing of tender</b>	<b>22.1</b>	The Bidder shall prepare documents constituting the bid as described in ITT 9 [Contents of Bidding Documents].
	<b>22.2</b>	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be

		submitted together with the Tender indicating position of each signatory in accordance to the requirements of the NeST. The authorization document(s) shall be a duly notarized Power of Attorney in the format provided in Section IV: Tendering Forms. Other acceptable authorization is listed in TDS.
	<b>22.3</b>	The Bidder shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

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**Note 1:** In lump sum contracts, delete “rates and prices and the.”

**Note 2:** For lump sum contracts, delete “unit rates and prices and shown in the Schedule of Adjustment Data are reasonable” and replace with “Lump Sum.”



## D: SUBMISSION AND OPENING OF TENDERS

<b>23. Tender Submission</b>	<b>23.1</b>	Tenders submitted through NeST shall be considered to be a true and legal version, duly authorized and duly executed by the Tenderer, and intended to have binding legal effect. The Tenderer shall properly name his soft copies of documents before submission through NeST.
	<b>23.2</b>	The tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	<b>23.3</b>	Tenders submitted through NeST shall be received in full prior to the closing time as specified in ITT 24.1, and the Tenderer shall receive an acknowledgment of receipt of tender or amendment through the system.
	<b>23.4</b>	Tenderers must ensure the integrity, completeness, and authenticity of their submission; and in case of electronic records entered online and files containing the bid being unreadable for any reason, the tender submitted shall not be considered.
<b>24. Deadline for submission of tenders</b>	<b>24.1</b>	Tenders shall be received by the Employer through NeST in a manner specified under ITT 23.2 not later than the date and time specified in the NeST.
	<b>24.2</b>	The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document by ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>25. Late bids</b>	<b>25.1</b>	NeST does not allow Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 24 [Deadline for Submission of Tenders].
<b>26. Withdrawal, substitution, and modification of tender</b>	<b>26.1</b>	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the Employer through NeST. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Tenders. Tenderer shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
	<b>26.2</b>	No tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval shall result in execution of Tender Securing Declaration, pursuant to the ITT 21.1 [Tender Security or Tender Securing Declaration].
	<b>26.3</b>	Withdrawal of a tender between the deadline for submission of Tenders and the expiration of the period of Tender validity or as extended pursuant to ITT 20.1 shall result in forfeiture of tender security or execution of Tender Securing Declaration.
	<b>26.4</b>	Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.
<b>27. Tender opening</b>	<b>27.1</b>	The Opening shall be done automatically by the system after the deadline date and time, readout prices shall be displayed automatically in the respective portal. Automated opening reports shall be sent to all involved parties including the Employer and Tenderers.
	<b>27.2</b>	A Tenderer or any other person with interest in the tender process can access tender opening records on NeST dashboard (Opened Tenders).”
	<b>27.3</b>	Only Tenders, alternative Tenders, and discounts that are opened at Tender opening shall be considered further for evaluation.
	<b>27.4</b>	The system neither allow employer (or any other person) to discuss the merits of any Tender nor reject any Tender at Tender opening.
	<b>27.5</b>	The system shall prepare a record of the Tender opening that shall include, as a minimum: i) the name of the Tenderer; ii) the Tender Price, per lot (contract) if applicable, including any discounts; iii) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required; and iv) any alternative Tenders.

## E. EVALUATION AND COMPARISON OF TENDERS

<b>28. Confidentiality</b>	<b>28.1</b>	Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of the contract shall not be disclosed to the tenderers or any other persons not officially concerned with such process until the notice of intent to award has been issued pursuant to ITT clause 41.
	<b>28.2</b>	Any attempt or effort by a tenderer to influence the employer in the evaluation of tenders or contract award decisions may subject the tenderer to the provisions of the government's, the employer's, and the Fund's Anti-fraud and Corruption Policy and the application of other sanctions and remedies to the extent applicable.
	<b>28.3</b>	Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if any tenderer wishes to contact the employer on any matter related to the tendering process, it shall do so in writing.
<b>29. Clarification of tenders</b>	<b>29.1</b>	To assist in the examination, evaluation, and comparison of tenders, the employer may, at its discretion, ask any tenderer for a clarification of its tender. Any clarification submitted by a tenderer that is not in response to a request by the employer shall not be considered. The employer's request for clarification and the tenderer's response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted.
	<b>29.2</b>	If a tenderer does not provide clarifications of its tender by the date and time set in the employer's request for clarification, its tender may be rejected.
<b>30. Deviations, reservations, and omissions</b>	<b>30.1</b>	During the evaluation of tenders, the following definitions apply: <ul style="list-style-type: none"> <li>- "Deviation" is a departure from the requirements specified in the tendering documents;</li> <li>- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering documents; and</li> <li>- "Omission" is the failure to submit part or all of the information or documentation required in the tendering documents.</li> </ul>
<b>31. Determination of responsiveness</b>	<b>31.1</b>	The employer's determination of a tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 14.
	<b>31.2</b>	A substantially responsive tender is one that conforms to all the terms, conditions, and specifications of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: <p style="margin-left: 40px;">(a) if accepted, would:</p> <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with this tendering document, the employer's rights or the tender's obligations under the proposed contract; or</li> </ul> <p style="margin-left: 40px;">(b) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.</p>
	<b>31.3</b>	The employer shall examine the technical aspects of the tender submitted in accordance with ITB 18, technical proposal, in particular, to confirm that all requirements of Section V, Works Requirements have been met without any material deviation, reservation or omission.
	<b>31.4</b>	If a tender is not substantially responsive to the requirements of the tendering document, it shall be rejected by the employer, and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>32. Non-material non-conformities</b>	<b>32.1</b>	Provided that a tender is substantially responsive, the employer may waive any non-conformities in the tender.
	<b>32.2</b>	Provided that a tender is substantially responsive, the employer may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the tender related to

		documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.
	<b>32.3</b>	Provided that a tender is substantially responsive, the employer shall rectify quantifiable non-material non-conformities related to the tender price. To this effect, the tender price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The average price of the item quoted by substantially responsive tenderers will be added to the tender price and equivalent total cost of the tender so determined will be used for price comparison purposes only.
<b>33. Conversion to single currency</b>	<b>33.1</b>	For evaluation and comparison purposes, the currency(ies) of the tenders shall be converted into a single currency <b>as specified in the TDS.</b>
<b>34. Domestic preference</b>	<b>34.1</b>	Unless otherwise specified in the TDS, a margin of preference for domestic tenderers [1] shall not apply.
<b>35. Subcontractors</b>	<b>35.1</b>	Unless otherwise <b>stated in the TDS</b> , the employer does not intend to execute any specific elements of the works by subcontractors selected in advance by the employer.
	<b>35.2</b>	The subcontractor's qualifications shall not be used by the tenderer to qualify for the works unless their specialized parts of the works were previously <b>designated by the employer in the TDS</b> as can be met by subcontractors referred to hereafter as 'specialized subcontractors', in which case, the qualifications of the specialized subcontractors proposed by the tenderer may be added to the qualifications.
	<b>35.3</b>	Tenderers may propose subcontracting up to the percentage of the total value of contracts or the volume of works as <b>specified in the TDS.</b> Subcontractors proposed by the tenderer shall be fully qualified for their parts of the works.
<b>36. Tender examination and tender evaluation</b>	<b>36.1</b>	The employer shall use the criteria and methodologies listed in this clause, as supplemented by the provisions of the TDS and Section III, Tender examination, Tender Evaluation and Tenderer Qualification Requirements in order to determine the tender that offers the "best value for money". No other evaluation criteria or methodologies shall be permitted.
	<b>36.2</b>	To evaluate a tender, the employer shall consider the following: <ul style="list-style-type: none"> <li>(a) the tender price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including dayworks' items, where priced competitively;</li> <li>(b) price adjustment due to discounts offered in accordance with ITT 16.4;</li> <li>(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;</li> <li>(d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 32.3;</li> <li>(e) Apply the prescribed margin for domestic preference if <b>so</b> specified in the TDS;</li> <li>(f) the additional evaluation factors are specified in Section III, tender examination, tender evaluation and tenderer qualification criteria.</li> </ul>
	<b>36.3</b>	If <b>so indicated in the TDS</b> and/or Section III, employer's price (financial) evaluation of a tender may require the consideration of other factors, in addition to the tender price quoted in accordance with ITT clause 16. These factors may be related to the characteristics, performance, and terms and conditions of the procurement of the works. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in Section III. Tender examination, tender evaluation and tenderer qualification criteria.

If **so indicated in the TDS**, the tendering document shall allow

	<b>36.4</b>	tenderers to quote separate prices for one or more lots, and shall allow the employer to award one or multiple lots to more than one tenderer. The methodology of evaluation to determine the combination of lots that provides the best value for money is specified in Section III, Tender examination, Tender Evaluation and Tenderer Qualification Requirements.
	<b>36.5</b>	The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in tender evaluation.
	<b>36.6</b>	If the tender, which results in the best value for money, is seriously unbalanced or front loaded in the opinion of the employer, the employer may require the tenderer to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and implementation schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the employer may require that the amount of the performance security be increased at the expense of the tenderer to a level sufficient to protect the employer against financial loss in the event of default of the successful tenderer under the contract.
<b>37. Comparison of tenders</b>	<b>37.1</b>	The employer shall compare all substantially responsive tenders to determine the tender that provides the best value for money, in accordance with ITT clause 36.
<b>38. Post-qualification of the winning tenderer</b>	<b>38.1</b>	The employer shall determine to its satisfaction whether the tenderer who is selected as having submitted the tender that provides the best value for money and which is considered substantially responsive to this tendering document is qualified to perform the contract satisfactorily.
	<b>38.2</b>	The determination shall be based upon an examination of the documentary evidence of a tender's qualifications submitted by a tenderer and the qualification criteria indicated in Section III.
	<b>38.3</b>	An affirmative determination shall be a prerequisite for award of the contract to a tenderer. A negative determination shall result in disqualification of the tender, in which event the employer shall proceed to the next best evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.
<b>39. Employer's right to accept any tender, and to reject any or all tenders</b>	<b>39.1</b>	The employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to tenderers. In case of annulment, all tenders submitted and specifically, bid securities, shall be promptly returned to the tenderers.

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**Note1:** An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the employer, has more than 50 percent ownership by nationals of the country of the employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the employer or have more than 50 percent ownership by nationals of the country of the employer, and the JV shall be registered in the country of the borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

## F. AWARD OF CONTRACT

<b>40. Best value for money award criteria</b>	<b>40.1</b>	Subject to ITT clause 36, the employer shall award the contract to the tenderer whose tender provides the best value for money and is considered substantially responsive to this tendering document, provided that the tenderer is determined to be qualified to perform the contract satisfactorily.
<b>41. Notice of intent to award</b>	<b>41.1</b>	Prior to the expiration of the period of tender validity, the employer shall send the notice of intent to award to the successful tenderer. The notice of intent to award shall include a statement that the employer shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a tender protest and the resolution of any tender challenges that are submitted. Delivery of the notice of Intent to award shall not constitute the formation of a contract between the employer and the successful tenderer and no legal or equitable rights will be created through the delivery of the notice of intent to award.
	<b>41.2</b>	At the same time as it issues the notice of intent to award, the employer shall also notify, in writing, all other tenderers of the results of the tendering exercise. The employer shall promptly respond in writing to any unsuccessful tenderer who, after receiving notification of the tendering results, makes a written request for a debriefing, or submits a formal protest as provided in the IFAD Procurement Handbook.
<b>42. Tender protests</b>	<b>42.1</b>	Tenderers may protest the results of a procurement only in accordance with the rules and within the time periods established in the module M of the IFAD Procurement Handbook. In case the time periods/deadlines for submitting a protest under the borrower's national procurement system differ from those stipulated in the IFAD Procurement Handbook, the borrower's regulation shall apply.
<b>43. Notification of award (letter of acceptance)</b>	<b>43.1</b>	Upon expiration of the period for timely filing and the resolution of any tender protests (and appeals, as applicable) that are submitted, the employer shall send the notification of award to the successful tenderer. This notification in the form of the letter of acceptance shall specify the sum that the employer will pay the contractor in consideration of the execution and completion of the works (hereinafter and in the conditions of contract and contract forms called "the contract price). The notification of award along with its written acceptance, shall constitute a binding contract until a formal contract is prepared and executed.
<b>44. Signing of Contract</b>	<b>44.1</b>	Promptly upon notification, the employer shall send the successful tenderer the contract agreement.
	<b>44.2</b>	Within fourteen (14) days of receipt of the contract agreement, the successful tenderer shall sign and date the contract, and return it to the employer.
<b>45. Performance security</b>	<b>45.1</b>	Within fourteen (14) days of the receipt of the notification of award from the employer, the successful tenderer shall furnish the performance security and, if required in the TDS, the environmental and social (ES) performance security in accordance with the general conditions of contract, using for that purpose the performance security and ES performance security forms included in Section VIII, Contract Forms, or another form acceptable to the employer. If the performance security furnished by the successful tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful tenderer to be acceptable to the employer. A foreign institution providing a bond shall have a correspondent financial institution located in the employer's country.
	<b>45.2</b>	Failure of the successful bidder to submit the above-mentioned performance security and, if required in the TDS, the environmental and social (ES) performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the employer may award the contract to the next best evaluated tenderer whose offer is substantially responsive and is determined by the employer to be

		qualified to perform the contract satisfactorily.
<b>46. Publication of award and return of tender securities</b>	<b>46.1</b>	<p>Upon receipt of the signed contract agreement and a valid performance security/ies, the employer shall return the bid securities of unsuccessful tenderers and shall publish in UNDB online, and on the IFAD's website, the results identifying the tender and the following information:</p> <p>(a) the name of the winning tenderer;</p> <p>(b) the price of the winning tender and the price of the contract award if different; and</p> <p>(c) the duration and the summary scope of the contract awarded.</p>
<b>47. Adjudicator</b>	<b>47.1</b>	<p>The employer proposes the person named in the TDS to be appointed as adjudicator under the contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the tenderer disagrees with this proposal, the tenderer should so state in his tender. If, in the letter of acceptance, the employer does not agree on the appointment of the adjudicator, the employer will request the appointing authority designated in the particular conditions of contract (PCC) pursuant to clause 23.1 of the general conditions of contract (GCC), to appoint the adjudicator.</p>

## G. REVIEW OF PROCUREMENT DECISIONS

<b>48. Right to review</b>	<b>48.1</b>	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
<b>49. Time limit on review</b>	<b>49.1</b>	The Tenderer shall submit an application for review within Seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
<b>50. Submission of applications for review</b>	<b>50.1</b>	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA).
	<b>50.2</b>	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
	<b>50.3</b>	The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and e) any other information relevant to the complaint
	<b>50.4</b>	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
<b>51. Decision by the AO of PE</b>	<b>51.1</b>	The AO of a PE shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision through NeST that shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	<b>51.2</b>	Where the AO of PE does not issue a decision within the time specified in ITT 51.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT 52.1 [Review by the Public Procurement Appeals Authority (PPAA)] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the of AO a PE to entertain the complaint or dispute shall cease.
<b>52. Review by the Public Procurement Appeals Authority</b>	<b>52.1</b>	Complaints or disputes which, (a) are not settled within the specified period under <b>ITT</b> 49.1 [Decision by the AO of PE]; (b) <b>the Tenderer</b> is not satisfied with the decision of the accounting officer; or (c) arise after the procurement contract has entered into force pursuant to ITT 44 [Signing of Contract], shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 51.1 [Decision by the AO of PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 49.1[Time Limit on Review]. The Appeals Authority shall, within forty-five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any. The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.

	<b>52.2</b>	PPAA may be contacted at the address shown in the <b>TDS</b> .
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**SECTION III. TENDER DATA SHEET (TDS)**

**A. GENERAL**

<b>BDS Clause</b>	<b>BDS Clause Description</b>	<b>ITB Sub-Clause</b>	<b>ITB Description</b>
1.	<b>Scope of Tender</b>	1.1	<p><b>The employer is:</b> AGRICULTURAL SEEDS AGENCY  <b>The name and identification of the proposed contract:</b>  <b>Tender Reference No.:</b> 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26.  <b>Tender Description:</b> Construction of Storage Warehouse at Mlazo Ndogowe BBT project  <b>The number and description of the lot(s) is Not Applicable.</b></p>
2.	<b>Source of Fund</b>	2.1	<p>The Name of the Borrower: Government of the United Republic of Tanzania.  Other Financing Institution Names other than IFAD are not Applicable.  Total Amount of Financing: The Tanzanian ShillingUSD 58,850,000.  The name of the project is: Agricultural and fisheries Development Programme AFDP.</p>

**B. CONTENTS OF TENDERING DOCUMENTS**

3.	<b>Pre-Tender Meeting</b>	10.4	Pre- bid Meeting will be held at Mlazo Farm - Ndogowe Chamwino District on 02/04/2025 at 11:00 hours local time or remotely through a web link N/A. Attendance is strongly advised for all prospective bidders or their representatives.
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#### D. SUBMISSION OF TENDERS

13.	<b>Deadline for Submission of Tenders</b>	24.1	The deadline for submission of tenders is as follows: Date: 25/04/2025 Time: 10:00 AM hours local time. The tender opening shall be online through the system.
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### E. EVALUATION AND COMPARISON OF TENDERS

14.	Currency for Converting Tender Prices	33.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: The Tanzanian Shilling. The source of the exchange rate shall be the Bank of Tanzania. The date for the exchange rate shall be the date of the tender invitation.
15.	Domestic Preference	34.1	A margin of domestic preference shall be Domestic preference shall not be a factor in evaluation. Domestic preference shall not be a factor in evaluation.
16.	Subcontracting percentage	35.1	At this time the Employer will subcontract 10 to execute certain specific parts of the Works by subcontractors selected in advance.
17.	Subcontracting works	35.2	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: Electrical works Plumbing For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.
18.	Maximum Subcontracting Percent	35.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 15% of the total contract amount or 15% of the volume of work. Tenderers planning to subcontract more than 10% of the total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualifications and experience.
19.	Financial Evaluation	36.3 (a) & (b)	Other factors other than tender price will be used when alternative tenders and other related price criteria are applicable; The award criteria shall be based on the lowest evaluated price (compliance method with no deviations allowed whatsoever).
20.	Financial Evaluation	36.3 (c) & (d)	Domestic preference shall not be a factor in evaluation.  d) Quality of the technical proposal and MSIP and HSMP <i>Note: Criterion (d) above, if used, shall not be given more than 10% weight in bid evaluation with 90% given to the bid price as adjusted via (a), (b) and (c) above.</i>
21.	Financial Evaluation on Items or Lots	36.4	Tenders will be evaluated on a complete lot or contract-by-lot or item basis.

#### F. AWARD OF CONTRACT

22.	Performance Security	45.1	Performance Security - Bank Guarantee of 8 Percent of Contract Price.
23.	Environmental and Social Performance Security	45.2	Environmental and Social Performance Security type will be ES Performance Security Bank Guarantee of 2 percent of the contract price.
24.	Adjudicator	47.1	The Adjudicator proposed by the Employer is: Tanzania Construction institution of Arbitror . The hourly fee for this proposed Adjudicator shall be The Tanzanian Shilling 200000. The biographical data of the proposed Adjudicator is as follows: <a href="#">Download.</a>

**G: RIGHT TO REVIEW**

25.	Address to Submit an Appeal to PPAA	52.2	The address for the Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete Road P.O. Box 1385, Dodoma Tanzania Telephone +255 26 2962411 Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website: <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>
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### **SECTION III: EVALUATION AND QUALIFICATION CRITERIA**



# Commercial Evaluation

## 1. Eligibility

### Litigation History (SCORE: N/A)

Bidders are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2025-03-21
Litigation History End Year	2025-03-03

### Completion Period (SCORE: N/A)

Bidders are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	240
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## 2. Standard Tender Forms

### Tender Validity Period (SCORE: N/A)

Bidders are required to confirm the bid validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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### Notarized Special Power of Attorney (SCORE: N/A)

Bidder must fill in Standard Power of Attorney as per the required format and upload it into the system.

### Tender Security (SCORE: N/A)

Tenderers should submit tender security as per instructions to tenderers.

## 3. Financial Situation and Performance

### Financial Statement (SCORE: N/A)

The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the period stated shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

Financial Statement Start Date	2021-01-01
Financial Statement End Date	2024-12-01
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	750000000
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1

Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5
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**Average Annual Turnover (SCORE: N/A)**

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	3000000000
Turnover Start Date	2021-01-01
Turnover End Date	2024-12-31

**Access to Financial Resources (Sources of Fund) (SCORE: N/A)**

The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated stated for the subject contract(s) net of the Bidder’s other commitments.

Average fund amount from all sources (any freely convertible currency proposed by bidder)	800000000
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**Technical Evaluation**

**1. Experience**

**Current Contract Commitment (SCORE: N/A)**

Bidder must demonstrate that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. (In the case of a Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements).

Current Commitment Start Year	2023-01-01
Current Commitment End Year	2024-12-01

**General Experience in Construction Activities (SCORE: N/A)**

Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for the period stated.

Key Construction Activities	Experience on Civil and Mechanical works
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**Specific Experience (SCORE: N/A)**

Bidder is required to provide details of their previous and ongoing contracts to evidence their specific experience in construction assignments.

Specific Experience	Experience on Construction of Warehouse ,Distribution center, Factories
Specific Experience Start Year	2021-01-01
Specific Experience End Year	2024-12-31
Number of Specific Experience Contracts	3

Value of each specific experience contract in the specified tender currency	800000000
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**General Experience (SCORE: N/A)**

Bidder should provide details of their previous and ongoing contracts to evidence their general experience in construction.

General experience start date	2020-01-01
General experience end date	2024-12-31
Number of contract	3
Contract value in the specified currency	800000000

**General Experience in Key Activities (SCORE: N/A)**

Experience in Key Activities: For any other contracts completed and/or under implementation as prime contractor/supplier/service provider, within the duration and with the minimum experience requested for the key activities. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. (In case of Joint Venture, compliance requirements are: All Parties combined – Must Meet requirements and One Member - Must meet the requirements for the key activities listed and the corresponding minimum requirements).

Employer's Name and Contact	Contractor should Submit name of contract of previous Employer
Project Description	Contractor should state name of the project conducted of the previous employer
Project Amount	Contractor should state amount of the project carried out from the previous Employer
Project Start Date	2021-01-01
Project End Date	2024-12-31
Key Activities	Contractor should state key activities in sequence and how should be implemented
Roles in Contract	Contractor should state their role of the previous project
Key Personnel	Contractor should state Name of their key personnel and their Roles

**2. Technical Specifications**

**Risk Management Plan (SCORE: N/A)**

Bidders are required to submit a risk management plan that shows risk identification and impact assessment, risk response and control strategy, and roles and responsibilities in managing risks.

**Contractor's Equipment Strategy (SCORE: N/A)**

Bidders are required to specify strategy for acquiring and maintaining the key equipment needed to execute the works in accordance with the work program.

**3. Key Personnel**

**Key Personnel (SCORE: N/A)**

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification. The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience in the Qualification Information in the system.

Categories of Key Personnel	Education Level	Experience of Key Personnel	Number of Required Key Personnel
Plumber	Full technician	4 years on plumbing	1
Civil Engineer	Degree	4 years on Civil Work	1
Surveyor	Diploma	4 years on survey	1
Electrical Engineer	Degree	4 Years	1
Civil Technician	Full Technician	4 years	1

**4. Technical Submission****Site Organization (SCORE: N/A)**

Bidder shall include an organizational diagram indicating his proposed project organization, including Head Office management and possible sub-contractors.

**Equipment (SCORE: N/A)**

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed. The Bidder shall provide further details of the proposed equipment in the Qualification Information.

Type of Key Equipment Required	Equipment Capacity	Start Year of Equipment Manufacture	End Year of Equipment Manufacture	Number of Equipment
Poker Vibrator	Varies	2010-01-01	2025-03-05	2
Tippier	7 tonne and Above	2000-01-01	2025-03-05	2
Drum /Truck Concrete Mixer	Varies	2010-01-01	2025-03-05	2
Supervision Car	Varies	2010-01-01	2025-03-05	1
Water Pump	Varies	2010-01-01	2025-03-05	1

**Construction Management Strategy (SCORE: N/A)**

Bidder is required to submit Construction Schedule showing time taken and resources required in execution of various tasks, presented in bar chart. The Construction Schedule must reflect the construction period stipulated in the Tendering Documents.

Construction Management Strategy	Bidder is required to submit Construction Schedule showing time taken and resources required in execution of various tasks, presented in bar chart. Schedule must reflect the construction period stipulated in the Tendering Documents
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**Mobilization Schedule (SCORE: N/A)**

Bidders are required to submit a Mobilization Schedule for Personnel, Equipment, and Materials.

Mobilization	Contacto is required to submit Mobilizations Schedule which Align with Our Project
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Schedule	Duration of 240 days
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**Method Statement (SCORE: N/A)**

Bidders are required to submit clear details on how works will be executed and completed in accordance with the proposed program and, thereafter upload the document into the system.

**Financial Evaluation**

**1. Priced Bills of Quantities**

**Priced Bill of Quantities (SCORE: N/A)**

Bidders are required to quote each item in the Bills of Quantities as per the procuring entity's requirements.

## **SECTION IV. TENDERING FORMS**

## **Form of Tender**

*(This form will be available in the system during tender submission)*

**Bills of Quantities (BOQs)**

*(Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.)*



## **Special Power of Attorney**

*(Form is available in the system during tender submission)*

# Forms of Bid Security

## Form of Bid Security (Bank Guarantee)

Bank: *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[Name and Address of Employer]*

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

BID GUARANTEE No.: \_\_\_\_\_

We have been informed that *[insert name of the bidder]* (hereinafter called "the bidder") has submitted to you its bid dated *[date of submission of bid]* for the execution of *[name of contract]* under invitation for bids no *[insert IFB number]* (hereinafter called "the Bid").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we *[insert name of bank]* here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

- (a) has withdrawn its bid after the bid submission deadline, but during the period of bid validity specified by the bidder in the letter of bid; or
- (b) having been notified of the acceptance of its bid by the employer during the period of bid validity, (i) fails or refuses to execute the contract, or (ii) fails or refuses to furnish the performance security, in accordance with the terms of the letter of acceptance and other applicable conditions of contract.

This guarantee will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that the successful bidder has signed the contract and furnished the required performance security; or (ii) twenty-eight (28) days after the expiration of the bidder's bid validity period.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

*[Issuing bank to delete whichever is not applicable]. We confirm that [we are a financial institution legally authorized to provide this guarantee in the employer's country] [or] [we are a financial institution located outside the employer's country but have a correspondent financial institution located in the employer's country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address].*

This guarantee is subject to the uniform rules for demand guarantees, 2010 revision, ICC publication No. 758, except as may otherwise be stated above.

*[signature(s)]*

**Form of Bid-Securing Declaration**

*The bidder shall fill in this form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid ref. No.: *[insert]*

Alternative no.: *[insert identification no if this is a bid for an alternative]*

To: *[complete name of employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the employer for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our bid during the period of bid validity specified in the letter of bid; or

(b) having been notified of the acceptance of our bid by the employer during the period of bid validity, (i)fail or refuse to sign the contract; or (ii) fail or refuse to furnish the performance security, if required, in accordance with the ITB.

We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our bid.

Name of the bidder\*

Name of the person duly authorized to sign the bid on behalf of the bidder\*\* \_\_\_\_\_

Title of the person signing the bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the bid submitted by joint venture specify the name of the joint venture as bidder

\*\* : Person signing the bid shall have the power of attorney given by the bidder attached to the bid

*[Note: In case of a joint venture, the bid-securing declaration must be in the name of all members to the joint venture that submits the bid.]*

**Technical Proposal Documents to be Submitted by the Tenderer**  
*(Required information will be available in the Qualification and Evaluation Criteria)*

## **Contractor's Equipment**

*(This form will be available in the system during tender submission)*

### **ES Management Strategies and Implementation Plan (ES-MSIP)**

The Tenderer shall submit comprehensive and concise environmental and social management strategies and implementation plans (MSIP) as required by ITT 14.1 (h) of the Tender data sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the contractor, and its subcontractors. In developing these strategies and plans, the tenderer shall have regard to the ES provisions of the contract including those as may be more fully described in the works requirements in Section V.

## Code of Conduct for Contractor's Personnel (ES) Form

### Note to the employer:

The following minimum requirements shall not be modified. The employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and sexual exploitation and abuse (SEA), sexual harassment (SH) etc.

*[Delete this box prior to issuance of the bidding documents.]*

### Note to the bidder:

The minimum content of the code of conduct form as set out by the employer shall not be substantially modified.

However, the bidder may add requirements as appropriate, including to take into account contract-specific issues/risks.

The bidder shall initial and submit the code of conduct form as part of its bid.

### Code of conduct for contractor's personnel

We are the contractor, *[enter name of contractor]*. We have signed a contract with *[enter name of employer]* for *[enter description of the works]*. These works will be carried out at *[enter the site and other locations where the works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This code of conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, laborers and other employees at the works site or other places where the works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the works. All such persons are referred to as "contractor's personnel" and are subject to this code of conduct.

This code of conduct identifies the behavior that we require from all contractor's personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### Required conduct

Contractor's personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this code of conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other contractor's personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a works situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in sexual harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other contractor's or employer's personnel;
7. not engage in sexual exploitation, which means any actual or attempted abuse of 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 an other;
8. not engage in sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and sexual exploitation and abuse (SEA), and sexual harassment (SH);
11. report violations of this code of conduct; and
12. not retaliate against any person who reports violations of this code of conduct, whether to us or the employer, or who makes use of the grievance mechanism for contractor's personnel or the project's grievance redress mechanism.

#### Raising concerns

If any person observes behavior that he/she believes may represent a violation of this code of conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the contractor's social expert with relevant experience in handling gender-based violence, or if such person is not required under the contract, another individual designated by the contractor to handle these matters]* in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate. There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

#### **Consequences of violating the code of conduct**

Any violation of this code of conduct by contractor's personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **For contractors personnel**

I have received a copy of this code of conduct written in a language that I comprehend. I understand that if I have any questions about this code of conduct, I can contact *[enter name of contractor's contact person with relevant experience]* requesting an explanation.

Name of contractor's personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Attachment 1: Behaviors constituting sexual exploitation and abuse (SEA) and behaviors constituting sexual harassment (SH)

#### **Attachment 1 to the Code of Conduct Form**

Behaviors constituting sexual exploitation and abuse (SEA) and behaviors constituting sexual harassment (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A contractor's personnel tell a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A contractor's personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A contractor's personnel rapes, or otherwise sexually assaults a member of the community.
- A contractor's personnel denies a person access to the site unless he/she performs a sexual favor.
- A contractor's personnel tells a person applying for employment under the contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's personnel comment on the appearance of another contractor's personnel (either positive or negative) and sexual desirability.
- When a contractor's personnel complains about comments made by another contractor's personnel on his/her appearance, the other contractor's personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a contractor's or employer's personnel by another contractor's personnel.
- A contractor's personnel tells another contractor's personnel that he/she will get him/her a salary raise, or promotion if he/she send him/her naked photographs of himself/herself.



## Bidder's Qualification Forms

To establish its qualifications to perform the contract in accordance with the qualification requirements set out in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, the bidder shall provide the information requested in the following forms.

Form ELI-1.1: Bidder Information Form

Date: *[insert date]*

Procurement No.: *[insert number]*

Page *[insert page number]* of *[insert total number of pages]* pages

### **Bidder's name:**

In case of joint venture (JV), name of each member:

Bidder's actual or intended country of registration:

*[indicate country of constitution]*

Bidder's actual or intended year of incorporation:

Bidder's legal address *[in country of registration]*:

Bidder's authorized representative information

Name: \_\_\_\_\_

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

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

a) Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 7.1.

b) In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 14.2.

c) In case of government-owned enterprise or institution, in accordance with ITB 7.8 documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the bidder is not dependent agency of the employer

2. Included are the organizational chart, a list of board of directors, and the beneficial ownership.

**Historical Contract Non-Performance, Pending Litigation and Litigation History**  
*(This information will be filled by a tenderer in the system during tender submission)*

**Environmental and Social (ES) Performance Declaration**

*(This information will be filled by a tenderer in the system during tender submission)*

**Financial Situation and Performance**

***(Tenderers are required to fill and update information concerning their financial situation and performance in their profile to enable submission of the same during tender application.)***

**General Construction Experience**

***(Tenderers are required to fill and update information concerning their general experience in their profile to enable submission of the same during tender application.)***

## **Part 2: Works Requirements**

## **Section V. Works Requirements**

This section contains the scope of works, technical specifications, environmental and social requirements, the drawings, and supplementary information that describe the works to be procured and includes the following sub-sections:

### **Scope of Works, Technical Specifications, ES requirements**

This sub-section describes the scope of the works and presents a clear statement of the required standards for materials, plant, supplies, and workmanship to be provided. The technical specifications also reference applicable standards and codes, key personnel requirements, and the ES requirements include the environmental, social, health, safety, and gender standards to be satisfied by the contractor in executing the works.

Please note that the winning contractor shall be required to prepare a site-specific “contractor’s environmental & social management plan” (“CESMP”) and a site-specific “health and safety management plan” (“HSMP”) based on the relevant environmental, social, health and safety specifications found in the technical specifications, the bill of quantities, drawings, and applicable country laws and regulations. Additional environmental, social, health and safety analyses and documents may be provided as reference to help bidders understand what will be required to implement the environmental and social mitigation measures associated with the project.

### **Drawings**

This sub-section contains design drawings in sufficient detail to allow bidders to understand the type and complexity of the work involved and to price the bill of quantities / schedule of activity.

**Scope of Works**

*(This information is provided in the Tender Data Sheet)*



## ATTACHMENTS (SPECIFICATIONS AND DRAWINGS)

**Tender Number:** 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26  
**List of related files, including specifications, drawings, etc.**

### LOT NO. 103/TZA-2000001519-0158-W-ICB/2024/2025/W/26 Construction of Storage Warehouse at Mlazo Ndogowe BBT project

S/N	Description	File Name	Attachment Type	Download Link
1	Foundation plan layout - 2	Foundation Plan Layout -2.pdf	Drawings	<a href="#">Download</a>
2	Ramp slab detail plan layout	Ramp slab detail plan layout.pdf	Drawings	<a href="#">Download</a>
3	Holdings down plan layout	Holding down plan layout.pdf	Drawings	<a href="#">Download</a>
4	Floor plan layout	Floor Plan layout.pdf	Drawings	<a href="#">Download</a>
5	Front Elevation	Front Elevation.pdf	Drawings	<a href="#">Download</a>
6	Foundation plan layout	Foundation Plan Layout.pdf	Drawings	<a href="#">Download</a>
7	Strip foundation details	Strip Foundation details.pdf	Drawings	<a href="#">Download</a>
8	Rear Elevation	Rear Elevation.pdf	Drawings	<a href="#">Download</a>
9	Roof details	Roofing details.pdf	Drawings	<a href="#">Download</a>
10	Elevation along grid A and F	Elevation along Grid A & F.pdf	Drawings	<a href="#">Download</a>
11	Section across Grid '2' - '10'	Section across Grid '2' - '10' - 2.pdf	Drawings	<a href="#">Download</a>
12	Roof plan details layout -2	Roof Plan details layout - 2.pdf	Drawings	<a href="#">Download</a>
13	Roof plan details layout	Roof plan details layout.pdf	Drawings	<a href="#">Download</a>
14	Column and beam detail	Column and beam detail.pdf	Drawings	<a href="#">Download</a>
15	Footings detail -2	Footings detail 2.pdf	Drawings	<a href="#">Download</a>
16	Section across Grid '2' -'10'	Section across gridline '2' - '10'.pdf	Drawings	<a href="#">Download</a>
17	Footings detail	Footings detail.pdf	Drawings	<a href="#">Download</a>

**BILLS OF QUANTITIES**

**Lot Description: Construction of Storage Warehouse at Mlazo Ndogowe BBT project**

<b>Code/SN</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Total</b>
<b>Construction of Warehouse for seed storage for BBT at Ndogowe</b>					
<b>BILL NO. 1</b>	<b>PRELIMINARIES AND GENERAL MATTERS</b>				
<b>PART A</b>	<b>GENERAL RULES AND INSTRUCTIONS</b>				
<b>I</b>	<b>Qualification and Rules of the Preparation, Editing, and Measurement for Producing the Bills of Quantities for Public Works</b>				
<b>A1</b>	<b>Bills of Quantities shall fully describe and accurately reflect the actual work to be executed as fully presented in the User Requirements, shown on the drawings, and as guided by the specification. Bill of Approximate Quantities are strictly prohibited in the Public Work</b>				
<b>A2</b>	<b>For the sake of uniformity, standard and accuracy of the Bills of Quantities used under the public works, the whole of the work contained in these Bills of Quantities should be prepared, edited and/or measured in accordance with the Standard Method of Measurement of Building Works and Associated Civil Works (SMM-BW-ACW) for Eastern Africa (2nd Edition) of June 2008 published by the Architectural Association of Kenya, Chapter of Quantity Surveyors and in conformity with Bylaws and/or practice notes issued by the Architects and Quantity Surveyors Registration Board (AQRB) of the United Republic of Tanzania</b>				
<b>A3</b>	<b>The descriptions of items in Bills of Quantities shall be clear, comprehensive and of neutral wording (not inclined to brand specification). The Bills should be arranged in the elements of Building Works. For the avoidance of double payments, repetition or duplication of the same items to be reported/ measured in different or more than one element is strictly prohibited.</b>				
<b>II</b>	<b>Units and Standards Measurements</b>				
<b>A4</b>	<b>All units of weights and measurements shall have the meaning ascribed to them by the Weights and Measures Act, Chapter. 340 and subsequent ammendment thereto.</b>				
<b>A5</b>	<b>Abbreviations of the Units as used in these Bills of Quantities are as follows:</b>				
	<b>Kg/m<sup>3</sup> - density</b>				
	<b>ha - hactare</b>				
	<b>kg - kilogramme</b>				
	<b>kN - kilonewton</b>				
	<b>kW - kilowatt</b>				
	<b>m - linear metre</b>				
	<b>m<sup>2</sup> - square metre</b>				
	<b>m<sup>3</sup> - cubic metre</b>				
	<b>mm - millimeter</b>				
	<b>N/mm<sup>2</sup> - newton per square millimetre</b>				
	<b>No/ Nr - number</b>				
	<b>Prs - pairs</b>				
	<b>t - ton</b>				
	<b>BS - British Standard current at tender date</b>				
	<b>BSCP - British Standard Code of Practice current at tender date</b>				
	<b>SMM - Standard Method of Measurement of Building and associated Civil Works for Eastern Africa, Second Edition 2008</b>				
	<b>N - Newton (s)</b>				
<b>NOTE</b>	<b>For any abbreviation of unit used herein but not defined under this clause of the preliminaries, further reference should be made to the international system of unit measurements.</b>				

<b>III</b>	<b>Departures from the Standard Method of Measurement</b>			
<b>A6</b>	<b>No departure shall be made from the recommended Standard Method of Measurement except to meet the requirements of exceptional circumstances not covered therein. In such cases, special methods may be adopted provided the principles and rules laid down therein are complied with. The rules of measurement to be adopted in these circumstances shall be clearly stated in the Bills of Quantities at the respective items.</b>			
<b>IV</b>	<b>Visiting and Inspection of the Site</b>			
<b>A7</b>	<b>The tenderer/ Contractor will be deemed to have visited the site and to have satisfied himself as to the site surroundings, constraints, nature and size of adjoining buildings, public utilities and properties, inspecting the nature, extent and character of the works, local conditions, accessibility of the works, the supply of and conditions affecting labour and materials and any other matter which may affect his tender and consequently influencing the performance of the project. Visits and Inspection to the site shall be by appointment only or during the arranged pre-tender visit and tenderers are to contact the Procuring Entity to make the necessary arrangements.</b>			
<b>V</b>	<b>Weighting of Preliminary Cost Items</b>			
<b>A8</b>	<b>It is recommended during payment of the preliminary cost items to consider these weighting distributions: initial cost (30%), running cost (50%), and final cost (20%) of the total quoted preliminary cost</b>			
<b>VI</b>	<b>Drawings and Specifications</b>			
<b>A9</b>	<b>The Contractor should read all drawings and specifications provided in conjunction with all relevant architectural and structural drawings.</b>			
<b>A10</b>	<b>The Contractor will require to submit the proof of the catalogue technical specifications that will match with manufacturer equipment's.</b>			
<b>PART C</b>	<b>PRELIMINARY ITEMS AND GENERAL MATTERS</b>			
<b>II</b>	<b>Equipment, Plants, Tools and Vehicles</b>			
<b>VII</b>	<b>General Scaffolding and Temporary Support</b>			
<b>C7</b>	The Contractor shall provide, erect, maintain, alter and adapt as necessary and dismantle when no longer required and remove on completion all necessary scaffolding or staging, including boards, for the whole of the works including works to be carried out by nominated sub-contractors. No timber used for scaffolding if required, formwork, or similar purposes shall be used afterward in the permanent work.	lump sum	1.00	
<b>XI</b>	<b>Site Office Accommodation and Temporary Structures</b>			
<b>C12</b>	The Contractor shall design as part of temporary works, the site layout to include a mobilization plan, site camps, and accommodation to the Project Manager's approval and should provide and maintain any necessary temporary office accommodation, messrooms, sanitary and other buildings to be used by Employer and his representative, team of Consultants, Contractor, and his Sub-Contractors. All temporary office accommodations shall be suitably equipped with furniture and operative equipment; desks, tables, chairs, drawing boards, projector, printing and photocopying machines, electric lighting,	lump sum	1.00	

	and telephone.				
C13	REMOVAL OF PLANT AND RUBBISH ETC The Contractor shall upon completion of the works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect. He shall also remove all rubbish and dirt from the site at weekly intervals or as directed by the Architect.	Lumpsum	1.00		
<b>XII</b>	<b>Water for the Works and Temporary Connection</b>				
C15	The Contractor shall allow for all necessary clean fresh water for the works, including that required by Sub-Contractors and for any temporary plumbing metres and storage facilities and pay all charges in connection therewith and clear away on completion and make good works disturbed.	lump sum	1.00		
C16	SANITATION OF THE WORKS B The Contractor shall make arrangement for the provision of sanitary facilities at site for use by his staff and workmen and shall keep them clean at all times to the satisfaction of the Architect	Lumpsum	1.00		
C17	TEMPORARY DISPOSAL OF RAIN WATER A The Contractor shall provide and maintain all necessary temporary gutters, down pipes, chutes, drains etc. for conveying rainwater from the buildings. The Contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site free from accumulation of water.	Lumpsum	1.00		
<b>XIII</b>	<b>Temporary Connection, Power for the Works and Lighting</b>				
C16	WATCHING AND LIGHTING The Contractor shall provide at his own risk and cost all watching as necessary to safeguard the Works, Plants and Materials against damage and theft	lump sum	1.00		
C17	LIGHTING AND POWER C The Contractor shall provide at his own risk and cost all temporary artificial lighting and power for use on the works including all sub- contractors and specialists requirements and including all temporary connections, wiring, fittings etc and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith	Lumpsum	1.00		
<b>XV</b>	<b>Project Signboard</b>				
C18	The Contractor shall unless otherwise directed, obtain any necessary consent or license from the Local Authority and immediately upon commencement of the works the Contractor shall, in accordance	lump sum	1.00		

	with the details supplied by the Project Manager, make and erect a signboard showing the name of the Employer and such other information as shall be directed and approved by the Project Manager. Also, the Contractor shall arrange payment of Consultants stickers (Project Managers, Architects, Quantity Surveyors and Engineers) and sticker for his own project registration.				
<b>XVI</b>	<b>Samples</b>				
C19	Samples of proposed/ specified materials and workmanship shall, if required by the Project Manager, be submitted for approval, and those submitted samples must be in two (2) sets. The project Manager shall have the power to reject all such sample materials and condemn such materials supplies or workmanship that does not correspond with the approved sample. The following samples (and others as directed by the Project Manager) shall be provided by the Contractor; tiles, doors, roofing sheet, glazing, sanitary fittings, electrical fittings, painting, and paving bricks. All approved samples properly labeled, dated, and signed by the Project Manager must be stored in the sample room erected at the project site	lump sum	1.00		
<b>BILL NO. 2</b>	<b>PROVISIONAL AND PRIME COST SUMS</b>				
<b>SECTION A</b>	<b>PRIME COST SUMS FOR WORKS TO BE EXECUTED BY LOCAL AUTHORITIES OR PUBLIC UNDERTAKINGS</b>				
<b>I</b>	<b>Allow sum for Power Connection</b>				
A	Power connection and provision of meters	ps	1.00	3000000	3,000,000.00
B	Add for profit	%			
C	Add for general attendance	item	1.00		
<b>II</b>	<b>Allow sum for water supply connection</b>				
A	water connection and provision of meters	ps	1.00	3000000	3,000,000.00
B	Add for profit	%			
C	Add for general attendance	item	1.00		
<b>SECTION B</b>	<b>PRIME COST SUMS FOR WORKS TO BE EXECUTED BY NOMINATED SUB CONTRACTORS OR SUPPLIERS</b>				
<b>I</b>	<b>Allow sum for electrical installations</b>				
A	Allow the Provisional Sum for Fire and alarms to be detailed out by the Project Manager	ps	1.00	10000000	10,000,000.00
B	Allow the Provisional Sum for project Registration to respective Regulatory Boards; to Health and Safety Authority, Fire Authority and the like.	lumpsum	1.00		
C	Allow the Provisional Sum for Electrical installation to be detailed out by the Project Manager.	Lumpsum	1.00		

D	Allow the Provisional Sum for data and voice to be detailed out by the Project Manager	Lumpsum	1.00		
E	Allow the Provisional Sum for Quality Assurance Control.	Lumpsum	1.00		
F	INSURANCES Clause 13.1 (a); Contractor to maintain insurance against loss of or damage to the works, plant and materials	lumpsum	1.00		
G	Clause 13.1 (b); Contractor to maintain insurance against loss of or damage to equipment	lumpsum	1.00		
H	Clause 13.1 (d); Contractor to maintain insurance against personal injury or death	lumpsum	1.00		
<b>SECTION D</b>	<b>INSURANCES AND CONTINGENCY SUM</b>				
<b>I</b>	<b>Allow provisional sum for</b>				
<b>BILL NO. 3</b>	<b>MEASURED WORKS</b>				
<b>ELEMENT NO. 1</b>	<b>SUBSTRUCTURE</b>				
<b>1</b>	<b>SITE PREPARATION</b>				
<b>III</b>	<b>site clearance, cutting down trees and grubbing up their roots; cart away from the site to the authorized public dumping sites</b>				
C	clearing site of small trees not exceeding 600 mm girth, bushes, scrub, undergrowth, and the like and grubbing up their roots	m2	2,100.00		
<b>3</b>	<b>EXCAVATION AND EARTHWORK</b>				
<b>I</b>	<b>Excavation of foundation trenches</b>				
A	Excavate oversite average 150mm deep to remove vegetable soil and dispose from site.	m2	1,600.00		
<b>II</b>	<b>Excavation of pits</b>				
B	Excavate pit for column base commencing at stripped level Over 1.5 but not exceeding 3.0 metres deep.	m3	220.00		
D	Excavate foundation trenches commencing at stripped level not exceeding 1.5 metres deep.	m3	220.00		
E	Extra over all excavations breaking up rock and the like (Provisional)	m3	50.00		
<b>VI</b>	<b>Backfilling and Disposal of Materials</b>				
H	Earth backfilling well rammed and consolidated around foundations	m3	170.00		
J	Load up surplus excavated material and remove away from site.	m3	50.00		
K	Earthfilling; selected imported pure sand material compacted in 300mm layers; to make up levels under floor	m3	780.00		
<b>V</b>	<b>PLANKING AND STRUTTING</b>				
A	Sides of excavations; maintenance of	item	1.00		

	earth-retaining embankment system				
<b>6</b>	<b>DISPOSAL OF WATER</b>				
<b>I</b>	<b>Spring or running water</b>				
A	Keeping excavations free from water (i.e all water except spring or running water) including pumps and other equipment connected to power and other incidental costs	item	1.00		
<b>7</b>	<b>HARDCORE OR THE LIKE</b>				
<b>I</b>	<b>Hardcore beds</b>				
A	200mm Thick hardcore bed well compacted, levelled and blinded with 20mm thick layer of sand to receive polythene membrane	m2	1,550.00		
B	50mm Thick sand blinding on top of hardcore	m2	1,550.00		
C	Treat top of hardcore with ALDEX '48' or other equal and approved anti - termite solution at a rate of 7.00 litres per square meter and strictly in accordance with manufacturers printed instructions.	m2	1,550.00		
<b>8</b>	<b>ANTI-TERMITE TREATMENT</b>				
<b>I</b>	<b>Gammalin 20 EC solution or other equal environmentally friend and approved</b>				
<b>9</b>	<b>REINFORCEMENT (PROVISIONAL)</b>				
<b>II</b>	<b>Bars; high yield steel; cold worked; B.S. 4449; in any location</b>				
<b>10</b>	<b>CONCRETE WORK</b>				
<b>I</b>	<b>IN-SITU CONCRETE; PLAIN</b>				
A	Plain insitu concrete grade '15': Foundations in trenches.	m3	50.00		
B	50mm Thick blinding.	m2	250.00		
<b>II</b>	<b>IN-SITU CONCRETE; REINFORCED</b>				
<b>II</b>	<b>Normal; class M25 (C20/25); vibrated around reinforcement</b>				
B	Reinforced insitu concrete grade '25' including vibrating around reinforcement: Column bases.	m3	40.00		
C	Columns	m3	9.00		
D	Plinth beam	m3	35.00		
E	150mm thick bed	m2	1,550.00		
F	Ramps	m3	8.00		
G	High tensile steel twisted bar reinforcements to BS 4449:1969: 8mm Diameter bars.	Kg	1,100.00		
H	12mm Diameter bars. (Ramp/footings)	Kg	1,500.00		
I	16mm Diameter bars	Kg	5,120.00		
J	BRC Mesh A252	m2	1,550.00		
<b>11</b>	<b>FORMWORK TO CONCRETE SURFACES</b>				
<b>I</b>	<b>Formwork generally</b>				

A	To vertical or battering to sides of foundation	m2	110.00		
B	To vertical or battering to sides of column bases	m2	90.00		
<b>II</b>	<b>Formwork to edges or risers</b>				
C	Wrot Formwork: Vertical sides of plinth beams	m2	250.00		
D	Edge of bed 75 but not exceeding 150mm wide	m	310.00		
<b>12</b>	<b>BLOCKWORK FOUNDATION</b>				
<b>I</b>	<b>Blockwork; concrete blocks, BS 6073 type A, solid, dense aggregate; bedded and jointed in cement mortar (1:3)</b>				
<b>13</b>	<b>WATER, MOISTURE AND DAMP PROOFING MEMBRANE</b>				
<b>I</b>	<b>On top of foundation wall</b>				
<b>II</b>	<b>On top of hardcore; Over 300mm wide</b>				
<b>ELEMENT NO. 2</b>	<b>FRAME/ REINFORCED CONCRETE SUPERSTRUCTURE</b>				
<b>4</b>	<b>THE CONCRETE WORK SUNDRIES</b>				
<b>I</b>	<b>Expansion joints in concrete or blockwork</b>				
<b>5</b>	<b>STEEL WORK STRUCTURE</b>				
<b>I</b>	<b>STRUCTURAL STEEL WORK; WELDABLE; BS 5950</b>				
<b>ELEMENT NO. 3</b>	<b>WALLING</b>				
<b>I</b>	<b>PRE CAST CONCRETE; LINTEL</b>				
<b>II</b>	<b>BLOCKWORK</b>				
B	Solid concrete blocks to BS 2028 type ' A ' bedded and jointed in cement and sand (1:4) mortar: 230mm Foundation Wall.	m2	380.00		
C	DAMP - PROOF MEMBRANES 500 Gauge polythene damp - proof membrane laid over blinded hardcore with minimum of 150mm side/end laps.	m2	1,550.00		
D	DAMP PROOF COURSES 230mm wide; Hessians based damp proof course; laid on blockwork with 230mm end laps	m	270.00		
E	EXPANSION JOINTS Supply and install styro foarm or equal and approved expansion materials to expansion joints	m	50.00		
F	STANCHION Bolts 16mm diameter anchor bolt 300mm long complete with washers and nuts	Nr	100.00		
G	SUNDRIES H 15mm Thick cement and sand (1:3) rendering applied in two coats to plinth wall.	m2	130.00		
H	Prepare and apply three coats of black bituminous paint to rendered plinth wall	m2	130.00		
<b>IV</b>	<b>STEEL SHEET FABRICATION</b>				
D	SALF BUILT STRUCTURE Supply and fix the following;- Pre engineered	m	237.00		



	Building SAF BUILD Light gauge structure manufactured from Pre-galvanised Z 275 High strength G 550 steel. COLUMNS Columns (C30024)				
E	Columns (C25024)	m	34.00		
F	MULLION C20016	m	58.00		
G	RAFTERS; to receive roof purlins C30024	m	395.00		
H	C25024	m	58.00		
I	DOOR HEADERS C20016 - DHB 1	m	12.00		
J	C20016 - DHB 2	m	18.00		
K	EAVE PURLINS C15016	m	131.00		
L	PURLINS Z15016	m	1,134.00		
M	GIRTS Z15016	m	614.00		
N	KNEE BRACE C20016	null	205.00		
O	APEX BRACE C15016	m	128.00		
P	RAKE GIRTS C10016	m	46.00		
Q	DROPPERS C10016	m	11.00		
R	Roof bracing (10mm diameter wire rope & accessories)	m	155.00		
S	Wall bracing (10mm diameter wire rope & accessories)	m	107.00		
T	Sagrod 12mm diameter C/W nuts & washers	No	371.00		
U	M16 x 40 bolts gr 8.8 C/W nuts & washers	No	1,550.00		
W	M16 x 40 bolts gr 4.6 C/W nuts & washers	No	3,579.00		
X	M16 x 30 bolts gr 4.6 C/W nuts & washers	No	825.00		
Y	M12 x 30 bolts gr 4.6 C/W nuts & washers	No	1,375.00		
Z1	CONCRETE WORK: Reinforced insitu concrete grade '20' including vibrating around reinforcements. 300 x 100mm reinforced concrete beam (window cill).	m3	8.00		
Z2	REINFORCEMENTS; High tensile hot rolled deformed reinforcement steel bars to B.S 4449:1969. 12mm Diameter	Kg	1,030.00		
Z3	8mm Diameter	Kg	320.00		
Z4	Formworks Sawn formwork to: Sides and soffits of horizontal beams.	m2	90.00		
Z5	WALLING BLOCK WORK Solid concrete blocks to BS 2028 type 'A' 5 Mpa bedded: and jointed in cement and sand (1:4) mortar: 230mm Thick wall.	m2	270.00		
Z6	Claustra' blocks bedded and jointed in cement and sand mortar (1:3) 150mm Thick wall	m2	180.00		

Z7	Wall Cladding IT 5 (Max cover) sheet 26 Gauge fixed to horizontal metal purlin	m2	900.00		
Z8	26 Gauge flushing sheet enclosure	m	500.00		
<b>ELEMENT NO. 4</b>	<b>ROOFING</b>				
<b>1</b>	<b>ROOF COVERING</b>				
<b>I</b>	<b>Industrial Troughed Aluminium Sheet</b>				
A	PITCHED ROOF (10 degree slope) ROOF STRUCTURE ROOF COVERING Gauge 26 Saflock profile colour coated aluminium zinc alloy roof sheeting as manufactured by Aluminium Africa (ALAF) Ltd or equal and approved manufacturer; fixed to galvanized steel purlin clips Roof covering sloping not exceeding 10 degrees from horizontal	m2	1,550.00		
B	Ditto translucent sheets	m2	100.00		
C	Ridge cap (26 Gauge) 533mm girth	m	66.00		
D	Supply and fix roof cyclone 500mm diameter	No	20.00		
<b>3</b>	<b>ROOF DRAINAGE</b>				
A	Rain Water Gutter Gutter rain gain 150mm half Dia. 26 gauge colour coated steel fixed with metal clamps to concrete/steel background	m	131.00		
B	100mm diameter steel down pipe stand off wall bracket clips at 1800mm centers	m	154.00		
<b>ELEMENT NO. 6</b>	<b>DOORS</b>				
<b>1</b>	<b>STEEL WORK AND/OR METAL WORK</b>				
A	METAL WORK: MILD STEEL ; Mild steel; protected from rust by applying three coats of zinc chromate primer and two full coat of gloss painting: A 4000 x 4000mm High Horizontal sliding Gate; made up of 50 x 50mm mild steel framing at 600mm centers; 2mm mild steel sheet on one side including iron mongeries & accessories .	No	2.00		
B	Approved Door sign	No	2.00		
<b>ELEMENT NO. 7</b>	<b>FINISHING</b>				
<b>1</b>	<b>FINISHINGS; INTERNALLY</b>				
<b>I</b>	<b>INSITU FINISHING</b>				
<b>II</b>	<b>FLOOR FINISHING</b>				
B	Power trowel Floor finishing A 50mm thick power trowel floor finish	m2	1,550.00		
C	WALL FINISHES Internal plastering in two coats steel troweled to a smooth finish (1:3) 15mm to wall, concrete or block work base	m2	430.00		

<b>2</b>	<b>FINISHINGS; EXTERNALLY</b>				
<b>I</b>	<b>IN-SITU FINISHING</b>				
A	External rendering in two coats steel troweled to a smooth finish 15mm to walls, concrete or block work base.	m2	430.00		
<b>ELEMENT NO. 8</b>	<b>PAINTING AND DECORATIONS</b>				
<b>1</b>	<b>PAINTING; INTERNALLY</b>				
<b>I</b>	<b>Painting to walls</b>				
A	INTERNAL DECORATIONS Prepare and apply two under coats and two finishing coats of super acrylic washable silk emulsion paint to: Plastered walls	m2	430.00		
<b>2</b>	<b>PAINTING; EXTERNALLY</b>				
<b>I</b>	<b>Painting to Walls</b>				
A	EXTERNAL DECORATIONS Prepare and apply two under coats and two finishing coats of super acrylic washable life guard coating paint exterior quality with antifungus additive to: Rendered walls	m2	430.00		
B	METAL SURFACE Prepare surface and apply two under coats and two finishing coats of oil paint from approved manufacturer. C General surfaces over 300mm girth two sides	m2	95.00		
<b>Summary</b>					
<b>BILL NO. 1 PRELIMINARIES AND GENERAL MATTERS</b>					<b>0.00</b>
<b>BILL NO. 2 PROVISIONAL AND PRIME COST SUMS</b>					<b>0.00</b>
<b>BILL NO. 3 MEASURED WORKS</b>					<b>0.00</b>
<b>A. Total of Bills</b>					<b>16,000,000.00</b>
B. Less Specified Provisional Sum					16,000,000.00
C. SUB TOTAL [(A) - (B)]					0.00
D. ADD Provisional Sum of Physical Contingency					0.00
E. SUB TOTAL [(C) + (D)]					0.00
F. ADD Provisional Sum of Variation of Prices					0.00
G. Sub Total [(E) + (F)]					0.00
H. ADD Value Added Tax (VAT) [18% of G]					0.00
<b>I. Bid Price [(A) + (D) +(F) + (H)] Carried to the Form of Tender</b>					<b>16,000,000.00</b>



## **Environmental and Social (ES) requirements**

*[The employer's team preparing the ES requirements should include a suitably qualified environmental and social specialist/s].*

*[The employer should attach or refer to the employer's environmental and social policies that to the project. If these are not available, the employer should use the following guidance in drafting an appropriate policy for the works.]*

### **[Suggested content for an Environmental and Social Policy (Statement)**

*The works' policy goal, as a minimum, should be stated to integrate SECAP requirements with respect to environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), Sexual Harassment (SH), gender-based violence, sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the works. The employer is advised to consult with IFAD to agree the issues to be included in line with SECAP requirements which shall also address: climate change and related mitigation measures, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the particular conditions- special provisions- sub-clause 4.20.*

*As a minimum, the policy is set out to the commitments to:*

- 1 apply good international industry practice to protect and conserve the natural environment and to minimize /offset unavoidable impacts;*
- 2 provide and maintain a healthy and safe work environment and safe systems of work;*
- 3 protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4 be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5 incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the works;*
- 6 work co-operatively, including with end users of the works, relevant authorities, contractors and local communities;*
- 7 engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 8 provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 9 Minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the works.*

*The policy should be signed by the senior manager of the employer. This is to signal the intent that it will be applied rigorously.]*

### **[Minimum Content of ES requirements**

*In preparing detailed specifications for ES requirements, the specialists should refer to and consider:*

- ♥ *project reports e.g. ESIA/ESMP*
- ♥ *consent/permit conditions*
- ♥ *IFAD SECAP Standards*
- ♥ *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- ♥ *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- ♥ *relevant sector standards e.g. EU Council Directive 91/271/EEC concerning urban waste water treatment*
- ♥ *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- ♥ *SEA prevention and management.*

*The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working.*

*The ES requirements should be prepared in manner that does not conflict with the relevant general conditions of contract (and the corresponding particular conditions if any) and other parts of the specifications.*

### **Payment for ES Requirements**

*The employer's ES and procurement specialists should consider how the contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the contractor covered under the prices quoted for other bill of quantity items. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic and road safety, shall be covered by the bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, SEA and SH awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the contract.]*

**Contractor's Representative and Key Personnel**

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

*[Where a project SEA risks are assessed to be substantial or high, the employer shall include a **sexual exploitation, abuse and harassment expert(s).**]*

**Contractor's Representative and Key Personnel**

<b>Item No.</b>	<b>Position/specialization</b>	<b>Relevant academic qualifications</b>	<b>Minimum years of relevant work experience</b>
1	Contractor's representative		
2	<i>[Environmental]</i>	<i>[e.g. degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
3	<i>[Health and safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment  <i>[Where a project SEA risks are assessed to be substantial or high, key personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
6	<i>modify as appropriate</i>		

### **Part 3: Conditions of Contract and Contract Forms**

## **General Conditions of Contract**



**A. GENERAL**

S/No.	GCC Description	GCC Sub- Clause	GCC Sub – Clause Description
1.	<b>Definitions</b>	1.0	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.
		1.1	The accepted contract amount means the amount accepted in the letter of acceptance for the execution and completion of the works and the remedying of any defects.
		1.2	The activity schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of variations and compensation events.
		1.3	The adjudicator is the person appointed jointly by the employer and the contractor to resolve disputes in the first instance, as provided for in GCC 23.
		1.4	IFAD or FUND means the financing institution named in the PCC.
		1.5	Bill of quantities means the priced and completed bill of quantities forming part of the bid.
		1.6	Compensation events are those defined in GCC clause 42 hereunder.
		1.7	The completion date is the date of completion of the works as certified by the project manager, in accordance with GCC sub-clause 57.1.
		1.8	The contract is the contract between the employer and the contractor to execute, complete, and maintain the works. It consists of the documents listed in GCC sub-clause 2.3 below.
		1.9	The contractor is the party whose bid to carry out the works has been accepted by the employer.
		1.10	The contractor's bid is the completed bidding document submitted by the contractor to the employer.
		1.11	The contract price is the accepted contract amount stated in the letter of acceptance and thereafter as adjusted in accordance with the contract.
		1.12	Days are calendar days; months are calendar months.
		1.13	Dayworks are varied work inputs subject to payment on a time basis for the contractor's employees and equipment, in addition to payments for associated materials and plant.
		1.14	A defect is any part of the works not completed in accordance with the contract.
		1.15	The defects liability certificate is the certificate issued by project manager upon correction of defects by the contractor.
1.16	The defects liability period is the period named in the PCC pursuant to GCC sub-clause 38.1 and calculated from the completion date.		

	1.17	Drawings means the drawings of the works, as included in the contract, and any additional and modified drawings issued by (or on behalf of) the employer in accordance with the contract, include calculations and other information provided or approved by the project manager for the execution of the contract.
	1.18	The employer is the party who employs the contractor to carry out the works as specified in PCC .
	1.19	Equipment is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
	1.20	“In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
	1.21	The initial contract price is the contract price listed in the employer’s letter of acceptance.
	1.22	The intended completion date is the date on which it is intended that the contractor shall complete the works. The intended completion date is specified in the PCC. The intended completion date may be revised only by the project manager by issuing an extension of time or an acceleration order.
	1.23	Materials are all supplies, including consumables, used by the contractor for incorporation in the works.
	1.24	Plant is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
	1.25	The project manager is the person named in the PCC (or any other competent person appointed by the employer and notified to the contractor, to act in replacement of the project manager) who is responsible for supervising the execution of the works and administering the contract.
	1.26	PCC means particular conditions of contract.
	1.27	The site is the area defined as such in the PCC.
	1.28	Site investigation reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the site.
	1.29	Specifications means the specifications of the works included in the contract and any modification or addition made or approved by the project manager.
	1.30	The start date is given in the PCC. It is the latest date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession dates.
	1.31	A subcontractor is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract, which includes work on the site.
	1.32	Temporary works are works designed, constructed, installed, and removed by the contractor that are needed for construction or installation of the works.
	1.33	A variation is an instruction given by the project manager which varies the works.
	1.34	The works are what the contract requires the contractor to construct, install, and turn over to the employer, as defined in the PCC.
	1.35	“Contractor’s personnel” refers to all personnel whom the

			contractor utilizes on the site or other places where the works are carried out, including the staff, labor and other employees of each subcontractor
		1.36	“Key personnel” means the positions (if any) of the contractor’s personnel that are stated in the specifications.
		1.37	“ES” means environmental and social (including sexual exploitation and abuse (SEA), and sexual harassment (SH));
		1.38	“Sexual exploitation and abuse” “(SEA)” 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)”.
		1.39	“Sexual harassment” “(SH)” is defined as “unwelcome sexual advances, requests for sexual favors, and other 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.
		1.40	“Employer’s personnel” refers to the project manager and all other staff, labor and other employees (if any) of the project manager and of the employer engaged in fulfilling the employer’s obligations under the contract; and any other personnel identified as employer’s personnel, by a notice from the employer or the project manager to the contractor.
2.	<b>Interpretation</b>	2.1	In interpreting these GCC, words indicating one gender include all genders. words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The project manager shall provide instructions clarifying queries about these GCC.
		2.2	If sectional completion is specified in the PCC, references in the GCC to the works, the completion date, and the intended completion date apply to any section of the works (other than references to the completion date and intended completion date for the whole of the works).
		2.3	The documents forming the contract shall be interpreted in the following order of priority: (a) Agreement, (b) Letter of acceptance, (c) Contractor’s bid, (d) Particular conditions of contract, (e) General conditions of contract, including appendices, (f) Specifications, (g) Drawings, (h) Bill of quantities, and (i) any other document listed in the PCC as forming part of the contract.
3.	<b>Language and law</b>	3.1	The language of the contract and the law governing the contract are stated in the PCC.
		3.2	Throughout the execution of the contract, the contractor shall comply with the import of goods and services prohibitions in the employer’s country when a- as a matter of law or official regulations, the borrower’s

			country prohibits commercial relations with that country; 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 borrower's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
4.	<b>Project manager's decision</b>	4.1	Except where otherwise specifically stated, the project manager shall decide contractual matters between the employer and the contractor in the role representing the employer.
5.	<b>Delegation</b>	5.1	Unless otherwise specified in the PCC, the project manager may delegate any of his duties and responsibilities to other people, except to the adjudicator, after notifying the contractor, and may revoke any delegation after notifying the contractor.
6.	<b>Communications</b>	6.1	Communications between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7.	<b>Subcontracting</b>	7.1	The contractor may subcontract with the approval of the project manager but may not assign the contract without the approval of the employer in writing. Subcontracting shall not alter the contractor's obligations. The contractor shall require that its subcontractors execute the works in accordance with the contract, including complying with the relevant ES requirements and the obligations set out in sub-clause 28.1.
8.	<b>Other contractors</b>	8.1	The contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer between the dates given in the schedule of other contractors, as referred to in the PCC. The contractor shall also provide facilities and services for them as described in the schedule. The employer may modify the schedule of other contractors, and shall notify the contractor of any such modification.
		8.2	The contractor shall also, as stated in the specifications or as instructed by the project manager, cooperate with and allow appropriate opportunities for the employer's or any other personnel, notified to the contractor by the employer or project manager, to conduct any environmental and social assessment.
9.	<b>Personnel and equipment</b>	9.1	The contractor shall employ the key personnel and use the equipment identified in its bid, to carry out the works or other personnel and equipment approved by the project manager. The project manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the bid.
		9.2	The project manager may require the contractor to remove (or cause to be removed) any person employed on the site or works, including the key personnel (if any), who: a- persists in any misconduct or lack of care; b- carries out duties incompetently or negligently; c- fails to comply with any provision of the contract; d- persists in any conduct which is prejudicial to safety, health, or the protection of the environment; e- based on reasonable evidence, is determined to have engaged in fraud and corruption during the execution of the works; f- has been recruited from the employer's personnel; g- Undertakes behavior which breaches the code of conduct for contractor's personnel (ES). If appropriate, the contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

			Notwithstanding any requirement from the project manager to remove or cause to remove any person, the contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the site or other places where the works are being carried out, any contractor's personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."
		9.3	The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, equipment on public roads or other public infrastructure. The contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.
		9.4	Labor
		9.4.1	<p>Engagement of staff and labor. The contractor shall provide and employ on the site for the execution of the works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the contract. The contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the country.</p> <p>Unless otherwise provided in the contract, the contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC sub-clause 9.4.6, of the contractor's personnel, and for all payments in connection therewith.</p> <p>The contractor shall provide the contractor's personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the contractor's personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the specifications. The contractor's personnel shall be informed when any material changes to their terms or conditions of employment occur.</p>
		9.4.2	<p>Conditions of labor. The contractor shall inform the contractor's personnel about:</p> <p>(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the specifications; and</p> <p>(b) their liability to pay personal income taxes in the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force.</p> <p>The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. Where required by applicable laws or as stated in the specifications, the contractor shall provide the contractor's personnel written notice of termination of employment and details of severance payments in a timely manner. The contractor shall have paid the contractor's personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.</p>
		9.4.3	The contractor may bring in to the country any foreign personnel who are necessary for the execution of the works to

		the extent allowed by the applicable laws. The contractor shall ensure that these personnel are provided with the required residence visas and work permits. The employer will, if requested by the contractor, use its best endeavors in a timely and expeditious manner to assist the contractor in obtaining any local, state, national, or government permission required for bringing in the contractor's personnel.
	9.4.4	The contractor shall at its own expense provide the means of repatriation to and the contractor's personnel employed on the contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the contract to the date programmed for their departure. In the event that the contractor defaults in providing such means of transportation and temporary maintenance, the employer may provide the same to such personnel and recover the cost of doing so from the contractor.
	9.4.5	Disorderly conduct. The contractor shall at all times during the progress of the contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the contractor's personnel.
	9.4.6	Facilities for staff and labor. Except as otherwise stated in the specifications, the contractor shall provide and maintain all necessary accommodation and welfare facilities for the contractor's personnel. If stated in the specifications, the contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the contractor's personnel. The contractor shall also provide similar facilities for the employer's personnel if stated in the specifications.
	9.4.7	The contractor shall, in all dealings with the contractor's personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The contractor shall provide the contractor's personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the specifications.
	9.4.8	Supply of foodstuffs. The contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the specifications at reasonable prices for the contractor's personnel for the purposes of or in connection with the contract.
	9.4.9	Supply of water. The contractor shall, having regard to local conditions, provide on the site an adequate supply of drinking and other water for the use of the contractor's personnel.
	9.4.10	Measures against Insect and pest nuisance. The contractor shall at all times take the necessary precautions to protect the contractor's personnel employed on the site from insect and pest nuisance, and to reduce the danger to their health. The contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
	9.4.11	Alcoholic liquor or drugs. The contractor shall not, otherwise than in accordance with the laws of the country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by contractor's personnel.
	9.4.12	Arms and ammunition. The contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow contractor's personnel to do so.
	9.4.13	Funeral arrangements. The contractor shall be responsible, to the extent required by local regulations, for making any

		funeral arrangements for any of its local employees who may die while engaged upon the works.
	9.4.14	<p>Forced labor. The contractor, including its subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
	9.4.15	<p>Child Labor. The contractor, including its subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The contractor, including its subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, 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.</p> <p>The contractor including its subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the contractor with the project manager's approval. The contractor shall be subject to regular monitoring by the project manager that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or</li> <li>(d) transport of heavy loads;</li> <li>(e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(f) Under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>
	9.4.16	Employment records of workers. The contractor shall keep complete and accurate records of the employment of labor at the site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project manager.
	9.4.17	Workers' organizations. In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a

			timely manner. Where the relevant labor laws substantially restrict workers' organizations, the contractor shall enable alternative means for the contractor's personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The contractor shall not seek to influence or control these alternative means. The contractor shall not discriminate or retaliate against the contractor's personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.
		9.4.18	<p>Non-discrimination and equal opportunity. The contractor shall not make decisions relating to the employment or treatment of contractor's personnel on the basis of personal characteristics unrelated to inherent job requirements. The contractor shall base the employment of contractor's personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, and promotion, termination of employment or retirement, and disciplinary practices.</p> <p>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. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).</p>
		9.4.19	<p>Contractor's personnel grievance mechanism. The contractor shall have a grievance mechanism for contractor's personnel, and where relevant the workers' organizations stated in GCC sub-clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The contractor's personnel shall be informed of the grievance mechanism at the time of engagement for the contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all contractor's personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to contractor's personnel. Existing grievance mechanisms may be supplemented as needed with contract-specific arrangements.</p>
		9.4.20	<p>Training of contractor's personnel. The contractor shall provide appropriate training to relevant contractor's personnel on ES aspects of the contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC sub-clause 18.2.</p> <p>As stated in the specifications or as instructed by the project manager, the contractor shall also allow appropriate opportunities for the relevant contractor's personnel to be</p>



			<p>trained on ES aspects of the contract by the employer's personnel.</p> <p>The contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other contractor's personnel.</p>
10.	<b>Employer's and contractor's risks</b>	10.1	The employer carries the risks which this contract states are employer's risks, and the contractor carries the risks which this contract states are contractor's risks.
11.	<b>Employer's risks</b>	11.1	<p>From the start date until the defects liability certificate has been issued, the following are employer's risks:</p> <p>(a) The risk of personal injury, death, or loss of or damage to property (excluding the works, plant, materials, and equipment), which are due to</p> <p>(i) use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works or</p> <p>(ii) negligence, breach of statutory duty, or interference with any legal right by the employer or by any person employed by or contracted to him except the contractor.</p> <p>(b) The risk of damage to the works, plant, materials, and equipment to the extent that it is due to a fault of the employer or in the employer's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.</p>
		11.2	From the completion date until the defects liability certificate has been issued, the risk of loss of or damage to the works, plant, and materials is an employer's risk except loss or damage due to
		11.2.1	a defect which existed on the completion date,
		11.2.2	an event occurring before the completion date, which was not itself an employer's risk, or
		11.2.3	the activities of the contractor on the site after the completion date.
12.	<b>Contractor's risks</b>	12.1	From the starting date until the defects liability certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not employer's risks are contractor's risks.
13.	<b>Insurance</b>	13.1	<p>The contractor shall provide, in the joint names of the employer and the contractor, insurance cover from the start date to the end of the defects liability period, in the amounts and deductibles stated in the PCC for the following events which are due to the contractor's risks:</p> <p>(a) loss of or damage to the works, plant, and materials;</p> <p>(b) loss of or damage to equipment;</p> <p>(c) loss of or damage to property (except the works, plant, Materials, and equipment) in connection with the contract; and</p> <p>(d) personal injury or death.</p>
		13.2	Policies and certificates for insurance shall be delivered by the contractor to the project manager for the project manager's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
		13.3	If the contractor does not provide any of the policies and certificates required, the employer may effect the insurance which the contractor should have provided and recover the premiums the employer has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

		13.4	Alterations to the terms of an insurance shall not be made without the approval of the project manager.
		13.5	Both parties shall comply with any conditions of the insurance policies.
14.	<b>Site data</b>	14.1	The contractor shall be deemed to have examined any site data referred to in the PCC, supplemented by any information available to the contractor.
15.	<b>Contractor to construct the works</b>	15.1	The contractor shall construct and install the works in accordance with the specifications and drawings.
		15.2	If the contract specifies that the contractor shall design any part of the permanent works, the contractor shall take into the employer's requirements which may include, if stated in the specifications: (a) designing structural elements of the works taking into account climate change considerations; (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.
16.	<b>The works to be completed by the intended completion date</b>	16.1	The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the intended completion date.
		16.2	The contractor shall not carry out mobilization to the site unless the project manager gives approval, an approval that shall not be unreasonably delayed, to the measures the contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the management strategies and Implementation plans (MSIPs) and code of conduct for contractor's personnel submitted as part of the bid and agreed as part of the contract.
		16.3	The contractor shall submit, to the project manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing works. These MSIPs collectively comprise the contractor's environmental and social management plan (C-ESMP). The contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the works. The updated C-ESMP shall be submitted to the project manager for its approval.
17.	<b>Approval by the project manager</b>	17.1	The contractor shall submit specifications and drawings showing the proposed temporary works to the project manager, for his approval.
		17.2	The contractor shall be responsible for design of temporary works.
		17.3	The project manager's approval shall not alter the contractor's responsibility for design of the temporary works.
		17.4	The contractor shall obtain approval of third parties to the design of the temporary works, where required.
		17.5	All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the project manager before this use.
18.	<b>Health, safety and</b>	18.1	The contractor shall be responsible for the safety of all

	<p><b>protection of the environment</b></p>	<p>18.2</p>	<p>activities on the site.</p> <p>The contractor shall:</p> <ul style="list-style-type: none"> <li>(a) comply with all applicable health and safety regulations and laws;</li> <li>(b) comply with all applicable health and safety obligations specified in the contract;</li> <li>(c) take care for the health and safety of all persons entitled to be on the site and other places, if any, where the works are being executed;</li> <li>(d) keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons;</li> <li>(e) provide fencing, lighting, safe access, guarding and watching of the works until the issue of the contract certificate of completion;</li> <li>(f) provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land;</li> <li>(g) provide health and safety training of contractor's personnel as appropriate and maintain training records;</li> <li>(h) actively engage the contractor's personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to contractor's personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the contractor's personnel;</li> <li>(i) put in place workplace processes for contractor's personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;</li> <li>(j) Contractor's personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;</li> <li>(k) where the employer's personnel, any other contractors employed by the employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and</li> <li>(l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.</li> </ul> <p>Subject to GCC sub-clause 16.2, the contractor shall submit to the project manager for its approval a health and safety manual which has been specifically prepared for the works, the site and other places (if any) where the contractor intends to execute the works.</p> <p>The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.</p> <p>The health and safety manual shall set out all the health and safety requirements under the contract,</p> <ul style="list-style-type: none"> <li>(a) which shall include at a minimum: <ul style="list-style-type: none"> <li>(iii) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the</li> </ul> </li> </ul>
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			<p>contractor, including control measures for chemical, physical and biological substances and agents;</p> <p>(iv) details of the training to be provided, records to be kept;</p> <p>(v) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);</p> <p>(vi) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;</p> <p>(vii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,</p> <p>(viii) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of sexually transmitted diseases or infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent contract-related labor;</p> <p>(ix) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the contractor in accordance with GCC sub-clause 9.4.6; and</p> <p>(x) any other requirements stated in the specifications.</p>
		18.3	<p>Protection of the environment</p> <p>(i) The contractor shall take all necessary measures to: protect the environment (both on and off the Site); and</p> <p>(ii) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.</p> <p>(iii) The contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the contractor's activities shall exceed neither the values indicated in the Specifications, nor those prescribed by applicable laws.</p> <p>(iv). In the event of damage to the environment, property and/or nuisance to people, on or off site as a result of the contractor's operations, the contractor shall agree with the project manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The contractor shall implement such remedies at its cost to the satisfaction of the project manager.</p>
19.	<b>Archaeological and geological findings</b>	19.1	<p>All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the site shall be placed under the care and custody of the employer. The contractor shall:</p> <p>(a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent contractor's personnel or other persons from removing or damaging any of these findings;</p> <p>(b) train relevant contractor's personnel on appropriate actions to be taken in the event of such findings; and</p> <p>(c) implement any other action consistent with the requirements of the specifications and relevant laws.</p> <p>The contractor shall, as soon as practicable after discovery of any such finding, notify the project manager of such</p>

			discoveries and carry out the project manager's instructions for dealing with them
20.	<b>Possession of the site</b>	20.1	The employer shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the PCC, the employer shall be deemed to have delayed the start of the relevant activities, and this shall be a compensation event.
21.	<b>Access to the site</b>	21.1	The contractor shall allow the project manager and any person authorized by the project manager (including the IFAD staff or consultants acting on the IFAD's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.
22.	<b>Instructions, inspections and audits</b>	22.1	The contractor shall carry out all instructions of the project manager which comply with the applicable laws where the Site is located.
		22.2	The contractor shall keep, and shall make all reasonable efforts to cause its subcontractors and sub consultants to keep, accurate and systematic accounts and records in respect of the works in such form and details as will clearly identify relevant time changes and costs.
		22.3	Inspections & Audit by the IFAD. Pursuant to paragraph 2.2 e. of Appendix A to the GCC- fraud and corruption, the contractor shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the IFAD and/or persons appointed by the IFAD to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the IFAD. The contractor's and its subcontractors' and sub consultants' attention is drawn to GCC sub-clause 25.1 (fraud and corruption) which provides, inter alia, that acts intended to materially impede the exercise of the IFAD's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the IFAD's prevailing sanctions procedures).
23.	<b>Appointment of the adjudicator</b>	23.1	The adjudicator shall be appointed jointly by the employer and the contractor, at the time of the employer's issuance of the letter of acceptance. If, in the letter of acceptance, the employer does not agree on the appointment of the adjudicator, the employer will request the appointing authority designated in the PCC, to appoint the adjudicator within 14 days of receipt of such request.
		23.2	Should the adjudicator resign or die, or should the employer and the contractor agree that the adjudicator is not functioning in accordance with the provisions of the contract, a new adjudicator shall be jointly appointed by the employer and the contractor. In case of disagreement between the employer and the contractor, within 30 days, the adjudicator shall be designated by the appointing authority designated in the PCC at the request of either party, within 14 days of receipt of such request.
24.	<b>Procedure for disputes</b>	24.1	If the contractor believes that a decision taken by the project manager was either outside the authority given to the project manager by the contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the project manager's decision.
		24.2	The adjudicator shall give a decision in writing within 28 days

			of receipt of a notification of a dispute.
		24.3	The adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the employer and the contractor, whatever decision is reached by the adjudicator. Either party may refer a decision of the adjudicator to an arbitrator within 28 days of the adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the adjudicator's decision shall be final and binding.
		24.4	The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.
25.	<b>Fraud and corruption (prohibited practices)</b>	25.1	The IFAD requires compliance with the IFAD's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Appendix A to the GCC.
		25.2	The employer requires the contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
26.	<b>Stakeholder engagement</b>	26.1	The contractor shall provide relevant contract-related information, as the employer and/or project manager may reasonably request to conduct stakeholder engagements. "stakeholder" refers to individuals or groups who: (i) are affected or likely to be affected by the contract; and (ii) may have an interest in the contract. The contractor may also directly participate in stakeholder engagements, as the employer and/or project manager may reasonably request.
27.	<b>Suppliers (other than subcontractors)</b>	27.1	Forced labor: The contractor shall take measures to require its suppliers (other than subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC sub-clause 9.4.14. If forced labor/trafficking cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks. 27.2 Child labor: The contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC sub-clause 9.4.15. If child labor cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
		27.3	Serious safety issues: The contractor, including its subcontractors, shall comply with all applicable safety obligations, including as stated in GCC sub-clause 18.2. The contractor shall also take measures to require its suppliers (other than subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage

			such risks.
		27.4	<p>Obtaining natural resource materials in relation to supplier: The contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches. If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.</p>
28.	<b>Code of conduct</b>	28.1	<p>The contractor shall have a code of conduct for the contractor’s personnel. The contractor shall take all necessary measures to ensure that each contractor’s personnel is made aware of the code of conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the contractor’s personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate. The contractor shall also ensure that the code of conduct is visibly displayed in multiple locations on the site and any other place where the works will be carried out, as well as in areas outside the site accessible to the local community and project affected people. The posted code of conduct shall be provided in languages comprehensible to contractor’s personnel, employer’s personnel and the local community. The contractor’s management strategy and implementation plans shall include appropriate processes for the contractor to verify compliance with these obligations.</p>
29.	<b>Security of the site</b>	29.1	<p>The contractor shall be responsible for the security of the site, and: (a) or keeping unauthorized persons off the site; (b) authorized persons shall be limited to the contractor’s personnel, the employer’s personnel, and to any other personnel identified as authorized personnel (including the employer’s other contractors on the Site), by a notice from the employer or the project manager to the contractor. Subject to GCC sub-clause 16.2, the contractor shall submit for the project manager’s No-objection a security management plan that sets out the security arrangements for the site. The contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards contractor’s personnel, employer’s personnel and affected communities; and (iii) require the security personnel to act within the applicable laws and any requirements set out in the specifications. The contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p>

			In making security arrangements, the contractor shall also comply with any additional requirements stated in the specifications.”
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## B. TIME CONTROL

<b>30. Program and progress report</b>	30.1	Within the time stated in the PCC, after the date of the Letter of acceptance, the contractor shall submit to the project manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works. In the case of a lump-sum contract, the activities in the program shall be consistent with those in the activity schedule. The project manager's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.
	30.2	An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	30.3	The contractor shall monitor progress of the works and submit to the project manager progress report and any updated program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities, at intervals no longer than the periods stated in the PCC. If the contractor does not submit an updated program within this period, the project manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. In the case of lump-sum contract, the contractor shall provide an updated activity schedule within 14 days of being instructed to by the project manager.
	30.4	Unless otherwise stated in the specifications, each progress report shall include the environmental and social (ES) metrics set out in Appendix B.
	30.5	In addition to the progress reports, the contractor shall inform the project manager immediately of any allegation, incident or accident in the site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, employer's personnel or contractor's personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the project manager of any such incident or accident on the subcontractors' or suppliers' premises relating to the works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, employer's personnel, or contractor's, its subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The contractor shall provide full details of such incidents or accidents to the project manager within the timeframe agreed with the project manager. The contractor shall require its subcontractors and suppliers (other than Subcontractors) to immediately notify the contractor of any incidents or accidents referred to in this subclause.
<b>31. Extension of the intended completion date</b>	31.1	The project manager shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work, which would cause the contractor to incur additional cost.
	31.2	The project manager shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the project manager for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion Date.
<b>32. Acceleration</b>	32.1	When the employer wants the contractor to finish before the intended completion date, the project manager shall obtain priced proposals for achieving

		the necessary acceleration from the contractor. If the employer accepts these proposals, the intended completion date shall be adjusted accordingly and confirmed by both the employer and the contractor.
	32.2	If the contractor's priced proposals for an acceleration are accepted by the employer, they are incorporated in the contract price and treated as a variation.
<b>33. Delays ordered by the project manager</b>	33.1	The project manager may instruct the contractor to delay the start or progress of any activity within the works.
<b>34. Management meetings</b>	34.1	Either the project manager or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	34.2	The project manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken shall be decided by the project manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting
<b>35. Early warning</b>	35.1	The contractor shall warn the project manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price, or delay the execution of the works. The project manager may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion Date. The estimate shall be provided by the contractor as soon as reasonably possible.
	35.2	The contractor shall cooperate with the project manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the project manager.

### C. QUALITY CONTROL

<b>36. Identify defects</b>	36.1	The project manager shall check the contractor's work and notify the contractor of any defects that are found. Such checking shall not affect the contractor's responsibilities. The project manager may instruct the contractor to search for a defect and to uncover and test any work that the project manager considers may have a defect
<b>37. Tests</b>	37.1	If the project manager instructs the contractor to carry out a test not specified in the specifications to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.
<b>38. Correction of defects</b>	38.1	The project manager shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion, and is defined in the PCC. The defects liability period shall be extended for as long as defects remain to be corrected.
	38.2	Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the project manager's notice.
<b>39. Uncorrected defects</b>	39.1	If the contractor has not corrected a defect within the time specified in the project manager's notice, the project manager shall assess the cost of having the defect corrected, and the contractor shall pay this amount.

#### D. COST CONTROL

<b>40. Contract price</b>	40.1	The bill of quantities shall contain priced items for the works to be performed by the contractor. The bill of quantities is used to calculate the contract price. The contractor will be paid for the quantity of the work accomplished at the rate in the bill of quantities for each item.
<b>41. Changes in the contract price</b>	41.1	If the final quantity of the work done differs from the quantity in the bill of quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the initial contract price, the project manager shall adjust the rate to allow for the change. The project manager shall not adjust rates from changes in quantities if thereby the initial contract price is exceeded by more than 15 percent, except with the prior approval of the employer.
	41.2	If requested by the project manager, the contractor shall provide the project manager with a detailed cost breakdown of any rate in the bill of quantities.
<b>42. Variations</b>	42.1	All variations shall be included in updated programs <sup>[3]</sup> produced by the contractor.
	42.2	The contractor shall provide the project manager with a quotation for carrying out the variation when requested to do so by the project manager. The contractor shall also provide information of any ES risks and impacts of the variation. The project manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the project manager and before the variation is ordered.
	42.3	If the contractor's quotation is unreasonable, the project manager may order the variation and make a change to the contract price, which shall be based on the project manager's own forecast of the effects of the variation on the contractor's costs.
	42.4	If the project manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a compensation event.
	42.5	The contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	42.6	If the work in the variation corresponds to an item description in the bill of quantities and if, in the opinion of the project manager, the quantity of work above the limit stated in GCC sub-clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bill of quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the bill of quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work <sup>[4]</sup> .
	42.7	<p>Value engineering: The contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> <li>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the employer may incur in implementing the value engineering proposal;</li> <li>(c) a description of any effect(s) of the change on performance/functionality; and</li> <li>(d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.</li> </ul> <p>The employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerate the contract completion period; or</li> <li>(b) reduce the contract price or the life cycle costs to the employer; or</li> <li>(c) improve the quality, efficiency, safety or sustainability of the facilities;</li> <li>or</li> <li>(d) yield any other benefits to the employer,</li> </ul> <p>without compromising the functionality of the works.</p>

		<p>If the value engineering proposal is approved by the employer and results in:</p> <ul style="list-style-type: none"> <li>(a) a reduction of the contract price; the amount to be paid to the contractor shall be the percentage specified in the PCC of the reduction in the contract price; or</li> <li>(b) an increase in the contract price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the contractor shall be the full increase in the contract price</li> </ul>
<b>43. Cash flow forecast</b>	43.1	When the program[5], is updated, the contractor shall provide the project manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the contract, converted as necessary using the contract exchange rates.
<b>44. Payment certificates</b>	44.1	The contractor shall submit to the project manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	44.2	The project manager shall check the contractor's monthly statement and certify the amount to be paid to the contractor.
	44.3	The value of work executed shall be determined by the project manager.
	44.4	The value of work executed shall comprise the value of the quantities of work in the bill of quantities that have been completed[6].
	44.5	The value of work executed shall include the valuation of variations and compensation events.
	44.6	The project manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
	44.7	<p>If the contractor was, or is, failing to perform any ES obligations or work under the contract, the value of this work or obligation, as determined by the project manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the project manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</li> <li>(c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(d) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;</li> <li>(f) failure to implement remediation as instructed by the project manager within the specified timeframe (e.g. remediation addressing non-compliance/s).</li> </ul>
<b>45. Payments</b>	45.1	Payments shall be adjusted for deductions for advance payments and retention. The employer shall pay the contractor the amounts certified by the project manager within 28 days of the date of each certificate. If the employer makes a late payment, the contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	45.2	If an amount certified is increased in a later certificate or as a result of an award

		by the adjudicator or an arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	45.3	Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the contract price.
	45.4	Items of the works for which no rate or price has been entered in shall not be paid for by the employer and shall be deemed covered by other rates and prices in the contract.
<b>46. Compensation events</b>	46.1	<p>The following shall be compensation events:</p> <ul style="list-style-type: none"> <li>(a) The employer does not give access to a part of the site by the site possession date pursuant to GCC sub-clause 20.1.</li> <li>(b) The employer modifies the schedule of other contractors in a way that affects the work of the contractor under the contract.</li> <li>(c) The project manager orders a delay or does not issue drawings, specifications, or instructions required for execution of the works on time.</li> <li>(d) The project manager instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.</li> <li>(e) The project manager unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the letter of acceptance from the information issued to bidders (including the site investigation reports), from information available publicly and from a visual inspection of the site.</li> <li>(g) The project manager gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.</li> <li>(h) Other contractors, public authorities, utilities, or the employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the contractor.</li> <li>(i) The advance payment is delayed.</li> <li>(j) The effects on the contractor of any of the employer's risks.</li> <li>(k) The project manager unreasonably delays issuing a certificate of completion.</li> </ul>
	46.2	If a compensation event would cause additional cost or would prevent the work being completed before the intended completion date, the contract price shall be increased and/or the intended completion date shall be extended. The project manager shall decide whether and by how much the contract price shall be increased and whether and by how much the intended completion date shall be extended.
	46.3	As soon as information demonstrating the effect of each compensation event upon the contractor's forecast cost has been provided by the contractor, it shall be assessed by the project manager, and the contract price shall be adjusted accordingly. If the contractor's price based on the project manager's own forecast. The project manager shall assume that the contractor shall react competently and promptly to the event.
	46.4	The contractor shall not be entitled to compensation to the extent that the employer's interests are adversely affected by the contractor's not having given early warning or not having cooperated with the project manager
<b>47. Tax</b>	47.1	The project manager shall adjust the contract price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the contract and the date of the last completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such changes are not already reflected in the contract price or are a result of GCC clause 49.
<b>48. Currencies</b>	48.1	Where payments are made in currencies other than the currency of the employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the

		contractor's bid.
<b>49. Price adjustment</b>	49.1	Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for advance payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each contract currency: $P_c = A_c + B_c I_{mc}/I_{oc}$ where: P <sub>c</sub> is the adjustment factor for the portion of the contract Price payable in a specific currency "c." A <sub>c</sub> and B <sub>c</sub> are coefficients <sup>[7]</sup> specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the contract price payable in that specific currency "c;" and I <sub>mc</sub> is the index prevailing at the end of the month being invoiced and I <sub>oc</sub> is the index prevailing 28 days before bid opening for inputs payable; both in the specific currency "c."
	49.2	If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
<b>50. Retention</b>	50.1	The employer shall retain from each payment due to the Contractor the proportion stated in the PCC until completion of the whole of the works.
	50.2	Upon the issue of a certificate of completion of the works by the project manager, in accordance with GCC sub-clause 57.1, half the total amount retained shall be repaid to the contractor and half when the defects liability period has passed and the project manager has certified that all defects notified by the project manager to the contractor before the end of this period have been corrected. The contractor may substitute retention money with an "on demand" bank guarantee.
<b>51. Liquid damages</b>	51.1	The contractor shall pay liquidated damages to the employer at the rate per day stated in the PCC for each day that the completion date is later than the intended completion date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the contractor's liabilities.
	51.2	If the intended completion date is extended after liquidated damages have been paid, the project manager shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC sub-clause 45.1.
<b>52. Bonus</b>	52.1	The contractor shall be paid a bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the contractor is paid for acceleration) that the completion is earlier than the intended completion date. The project manager shall certify that the Works are complete, although they may not be due to be complete
<b>53. Advance payment</b>	53.1	Unless otherwise stated in PCC, the employer shall make advance payment to the contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the contractor of an unconditional bank guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	53.2	The contractor is to use the advance payment only to pay for equipment, plant, materials, and mobilization expenses required specifically for execution of the contract. The contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the project manager.
	53.3	The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed

		percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, compensation events, bonuses, or liquidated damages.
<b>54. Securities</b>	54.1	The performance security shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in an amount specified in the PCC, by a bank or surety acceptable to the employer, and denominated in the types and proportions of the currencies in which the contract price is payable. The performance security shall be valid until a date 28 days from the date of issue of the certificate of completion in the case of a bank guarantee, and until one year from the date of issue of the certificate of completion in the case of a performance bond.
<b>55. Day works</b>	55.1	If applicable, the dayworks rates in the contractor's bid shall be used only when the project manager has given written instructions in advance for additional work to be paid for in that way.
	55.2	All work to be paid for as dayworks shall be recorded by the contractor on forms approved by the project manager. Each completed form shall be verified and signed by the project manager within two days of the work being done.
	55.3	The contractor shall be paid for dayworks subject to obtaining signed dayworks forms.
<b>56. Cost of repairs</b>	56.1	Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

**Note 1:** In lump-sum contracts, replace GCC sub-clause 40.1 as follows:

40.1 The Contractor shall provide updated activity schedules within 14 days of being instructed to by the project manager. The activity schedule shall contain the priced activities for the works to be performed by the contractor. The activity schedule is used to monitor and control the performance of activities on which basis the contractor will be paid. If payment for materials on site shall be made separately, the contractor shall show delivery of materials to the site separately on the activity schedule

**Note 2:** In lump-sum contracts, replace entire GCC clause 41 with new GCC sub-clause 41.1, as follows:

41.1 The activity schedule shall be amended by the contractor to accommodate changes of program or method of working made at the contractor's own discretion. Prices in the activity schedule shall not be altered when the contractor makes such changes to the activity schedule

**Note 3:** In lump-sum contracts, add "and activity schedules" after "programs."

**Note 4:** In lump-sum contracts, delete this paragraph.

**Note 5:** In lump-sum contracts, add "or activity schedule" after "program."

**Note 6:** In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the activity schedule."

**Note 7:** The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the contract price.



## E. FINISHING THE CONTRACT

<b>57. Completion</b>	57.1	The contractor shall request the project manager to issue a certificate of completion of the works, and the project manager shall do so upon deciding that the whole of the works is completed.
<b>58. Taking over</b>	58.1	The employer shall take over the site and the works within seven days of the project manager's issuing a certificate of completion.
<b>59. Final account</b>	59.1	The contractor shall supply the project manager with a detailed account of the total amount that the contractor considers payable under the contract before the end of the defects liability period. The project manager shall issue a defects liability certificate and certify any final payment that is due to the contractor within 56 days of receiving the contractor's account if it is correct and complete. If it is not, the project manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the project manager shall decide on the amount payable to the contractor and issue a payment certificate.
<b>60. Operating and maintenance manuals</b>	60.1	If "as built" drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the PCC.
	60.2	If the contractor does not supply the drawings and/or manuals by the dates stated in the PCC pursuant to GCC sub-clause 60.1, or they do not receive the project manager's approval, the project manager shall withhold the amount stated in the PCC from payments due to the contractor.
<b>61. Termination</b>	61.1	The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.
	61.2	Fundamental breaches of contract shall include, but shall not be limited to, the following: (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project manager; (b) the project manager instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 28 days; (c) the employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the project manager is not paid by the employer to the contractor within 84 days of the date of the project manager's certificate; (e) the project manager gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the project manager; (f) the contractor does not maintain a security, which is required; (g) the contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or (h) if the contractor, in the judgment of the employer has engaged in fraud and corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the contract, then the employer may, after giving fourteen (14) days written notice to the contractor, terminate the contract and expel him from the site.
	61.3	Notwithstanding the above, the employer may terminate the contract for convenience.
	61.4	If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible
	61.5	When either party to the contract gives notice of a breach of contract to the project manager for a cause other than those listed under GCC sub-clause 61.2 above, the project manager shall decide whether the breach is fundamental or not.
<b>62. Payment upon termination</b>	62.1	If the contract is terminated because of a fundamental breach of contract by the contractor, the project manager shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not

		completed, as specified in the PCC. Additional liquidated damages shall not apply. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable to the employer.
	62.2	If the contract is terminated for the employer's convenience or because of a fundamental breach of contract by the employer, the project manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works, and less advance payments received up to the date of the certificate.
<b>63. Property</b>	63.1	All materials on the site, plant, equipment, temporary works, and works shall be deemed to be the property of the employer if the contract is terminated because of the contractor's default.
<b>64. Release from performance</b>	64.1	If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the employer or the contractor, the project manager shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
<b>65. Suspension of IFAD loan or credit</b>	65.1	In the event that IFAD suspends the loan or credit to the employer, from which part of the payments to the contractor are being made: (a) The employer is obligated to notify the contractor of such suspension within 7 days of having received the IFAD's suspension notice. (b) If the contractor has not received sums due to it within the 28 days for payment provided for in GCC sub-clause 45.1, the contractor may immediately issue a 14-day termination notice.
<b>66. SECAP Performance standards</b>	66.1	This contract shall be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <a href="https://www.ifad.org/en/secap">https://www.ifad.org/en/secap</a>

# Appendix A

## Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (revised on 12 December 2018 (EB 2018/125/R.6))

### 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 endeavours 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 staff and non-staff personnel”);
  - (b) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
  - (c) 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

- (d) 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 endeavours 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 practice 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<sup>[1]</sup> 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 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 by auditors and/or investigators appointed by the Fund;
    - (v) 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;
    - (vi) 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
    - (vii) 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 maybe 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.[\[2\]](#)

**(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 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.

## **Appendix B Environmental and Social (ES) Metrics for Progress Reports**

*[Note to employer: the following metrics may be amended to reflect the specifics of the contract. The employer shall ensure that the metrics provided are appropriate for the works and impacts/key issues identified in the environmental and social assessment]*

Metrics for regular reporting:

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b. health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d. status of all permits and agreements:
  - i. work permits: number required, number received, actions taken for those not received;
  - ii. status of permits and consents:
    - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
    - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
    - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
    - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. health and safety supervision:
  - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
  - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. worker accommodations:
  - i. number of expats housed in accommodations, number of locals;
  - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
  - i. number of new workers, number receiving induction training, dates of induction training;
  - ii. number and dates of toolbox talks, number of workers receiving occupational health and safety (OHS), environmental and social training;
  - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on code of conduct for contractor's personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:
  - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;



- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist/construction/site management.
- k. Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. Traffic, road safety and vehicles/equipment:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
- i. dust: number of working bowlers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
  - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
  - ii. compliance status of the CESMP Contractor's Environmental, Social and Climate Management Plan and ES Management and Implementation Policies requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - iv. compliance status of health and safety management plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

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**Note 1:** 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.

**Note 2:** 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.

**SECTION VII: PARTICULAR CONDITIONS OF CONTRACT (PCC)**

**SECTION VII: PARTICULAR CONDITIONS OF CONTRACT (PCC)**

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of the Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>PCC Clause</b>	<b>Required Information/Data</b>	<b>GCC Clause</b>	<b>Data/Information to be supplied</b>
			<b>A. General</b>
1.	Financing Institution	1.4	The Financing Institutions is: IFAD
2.	Employer's details	1.18	<b>Employer Name:</b> AGRICULTURAL SEEDS AGENCY <b>Employer's Address:</b> 364
3.	Intended Completion Date	1.22	<b>Employer's Authorized Representative:</b> Leo Martin Mavika The Intended Completion Date for the whole of the Works shall be 240 days after contract signing.  The Intended Completion Date for the whole of the Works shall be 240 days after contract signing. The Intended Completion Date for the whole of the Works shall be 240 days after contract signing.
4.	Project Manager	1.25	<b>Name of Project Manager:</b> Eng Philip Sumuni <b>Address of the Project Manager:</b> PO BOX 364 MOROGORO
5.	Location of the Site	1.27	The Site is located at Mlazo Farm - Ndogowe Chamwino District and is defined in drawings No. 2.
6.	Contract Start Date	1.30	The Contract Start Date shall be 08/04/2025 after contract signing.
7.	Summary of Works	1.34	Works consist of:  1. The overall objective of AFDP (2021-2026) is to contribute to inclusive food systems for improved livelihoods, food security, nutrition and resilience. In this regard, its development objective is to “enhance sustainable productivity, climate resilience and commercialization of selected crop seeds, fisheries and aquaculture”, while devoting particular attention to women empowerment and youth participation. This will be measured by four core indicators, namely: (i) percentage of target households reporting increased average annual net income by 30 percent; (ii) percentage of households reporting an average 25 percent increase in production of maize, beans, sunflower, seaweed and fish; (iii) at least 60 percent of women 15-49 years of age who consume at least 5 out of 10 food groups; and (iv) at least 40 percent of households reporting adoption of environmentally sustainable and climate-resilient technologies and practice, the expected duration.
8.	Sectional Completion of the Works	2.2	Not Applicable.
9.	Other Documents Forming the Contract	2.3(i)	Additional documents forming part of the contract: POWER OF ATTORNEY, ERB REGISTRATION CERTIFICATE . CRB CERTIFICATE , VALID BUSINESS LICENCE .
10.	Language of Contract	3.1	The language of the contract is English

11.	Law of Contract	3.1	The Law that applies to the contract is the Law of TANZANIA LAW
12.	Delegation by Project Manager's Duties	5.1	Not Applicable
13.	Schedule of Other Contractors	8.1	Not Applicable
14.	Minimum Insurance covers	13.1	The minimum insurance amounts and deductibles shall be: a) For loss of or damage to the Works, Plant, and Materials The Tanzanian Shilling 2000000. b) For loss of or damage to Equipment The Tanzanian Shilling 2,000,000.00 c) For loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract The Tanzanian Shilling 2,000,000.00 d) For personal injury or death: i) of the contractor's employee The Tanzanian Shilling 2,000,000.00 ii) of other people The Tanzanian Shilling 2000000
15.	Site Data	14.1	The Site data are; N/A
16.	Site Possession Date(s)	20.1	The Site Possession Date shall be at Mlazo Farm - Ndogowe Chamwino District on 14.
17.	Appointing Authority for the Adjudicator	23.1 & 23.2	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators (TIArb).
18.	Adjudicator's Hourly Rate and Reimbursable fees	24.3	Adjudicator's Hourly rate shall be 200000 and types of reimbursable expenses to be paid to the Adjudicator is/are  1. Cost Of Training
19.	Arbitration Procedures	24.4	“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules: Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration following the UNCITRAL Arbitration Rules as at present in force.”  “United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules: Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration following the UNCITRAL Arbitration Rules as at present in force.”

## B. Time Control

20.	Submission of Work Program	30.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
21.	Program of Works and Progress Reports	30.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is The Tanzanian Shilling 1,000,000.00. The period for submission of progress reports is 30 days.

### C. Quality Control

22.	Corrections of Defects	38.1	The Defects Liability Period is 360 days.
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### D. Cost Control

23.	Value Engineering	42.7	Not Applicable
24.	Currency(ies) of payment	48.1	The currency of the Employer's Country is: The Tanzanian Shilling
25.	Price Adjustment	49.1	The Contract "is not" subject to price adjustment in accordance with GCC Clause 45, and the information regarding coefficients "does not" apply.
26.	Retention	50.1	The proportion of payments retained is: 10 percentage.
27.	Liquidated Damages	51.1	The liquidated damages for the works are 0.1 percentage of the final Contract Price] per day. The maximum amount of liquidated damages for the whole of the Works is 10 percentage of the final Contract Price.
28.	Bonus	52.1	Not Applicable
29.	Advance Payment	53.1	The Advance Payments shall be: 10 percent and shall be paid to the Contractor no later than 30 days.
30.	Performance Security	54.1	Performance Security - Bank Guarantee of 8 Percent of Contract Price.
31.	Environmental and Social Performance Security	54.1	Environmental and Social Performance Security type will be ES Performance Security Bank Guarantee of 2 percent of the contract price.

### **E. Finishing of the Contract**

32.	Operating and Maintenance Manuals	60.1	Not required.
33.	Amount to be Withheld for Failure to Submit As-Built Drawings and Operating Manuals	60.2	Not Applicable.
34.	Number of Days for Maximum Liquidated Damage to be Paid	61.2(g)	The maximum number of days is 50 days
35.	Percentage to Apply (deduction) to the Value of Work Not Completed	62.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 2 percent.



## **Section VIII. Contract Forms**

## Notice of Intent to Award

For the attention of the bidder'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 bidder]*.

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

*[IMPORTANT: provide the results of the evaluation and the prices of each bidder [if applicable] in this NOITA].*

<b>Name of bidder</b>	<b>Points scored</b>	<b>Bid price</b>	<b>Evaluated bid price (if applicable)</b>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert bid price]</i>	<i>[insert evaluated price]</i>

If your bid has not been successful, you may request a debriefing in relation to the results of the evaluation of your bid. If you decide to request a debriefing, your written request must be made within *[insert number of stated in the bidding document 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 bidding document 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 videoconference 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 bidding document 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,

Authorised Official

**Letter of Acceptance**

*[on letterheadpaper of the employer]*

..... [date]. .....

To: ..... *[ name and addressof the contractor]* .....

Subject: ..... *[notificationof award contract no.]* .....

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . . .*[insert name of the contract and identificationnumber, as given in the PCC]* . . . . . for the accepted contract amount of . . . . .*[insert amount in numbers and words and name of currency]*, ascorrected and modified in accordance with the instructions to bidders is herebyaccepted by our agency.

You are requested to furnish (i) the performance security and an environmentaland social (ES) performance security *[delete ES performance security if it is not required underthe contract]* within 28 days inaccordance with the conditions of contract, using for that purpose theperformance security form and the ESperformance security form, *[delete reference to theES performance security form if it is not required under the contract]*

*[choose one of the following statements:]*

We accept that \_\_\_\_\_*[insertthe name of adjudicator proposed by the bidder]* be appointed as the adjudicator.

*[or]*  
We do not accept that \_\_\_\_\_*[insertthe name of the adjudicator proposed by the bidder]* be appointed as the adjudicator, and by sending acopy of this letter of acceptance to \_\_\_\_\_*[insert name of the appointing authority]*, theappointing authority, we are hereby requesting such authority to appoint the adjudicatorin accordance with ITB 48.1 and GCC sub-clause 23.1.

Authorized signature:

Name and title of signatory:

Name of agency:

Attachment: contract agreement

**Contract Agreement**

This agreement made the . . . . .day of . . . . ., . . . . ., between . . . . . [name of the employer]. . . . . (hereinafter “the employer”), of the one part, and . . . . . [name of the contractor]. . . . .(hereinafter “the contractor”), of the other part:

Whereas the employer desires that the works known as . . . . . [name of the contract]. . . . .should be executed by the contractor, and has accepted a bid by the contractor for the execution and completion of these works and the remedying of any defects therein,

The employer and the contractor agree as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda nos \_\_\_\_\_(if any)
  - (d) the Particular Conditions
  - (e) the General Conditions of Contract, including appendices;
  - (f) the Specifications
  - (g) the Drawings
  - (h) Bill of Quantities; and
  - (i) any other document listed in the PCC as forming part of the contract, but not limited to;
    - i. the ES Management Strategies and Implementation Plans (ESIP); and
    - ii. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the employer to the contractor as specified in this agreement, the contractor here by covenants with the employer to execute the works and to remedy defects there in in conformity in all respects with the provisions of the contract.
4. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of . . . . . [name of the borrowing country]. . . . .on the day, month and year specified above.

Signed by	Signed by
For and behalf of the employer	For and behalf of the contractor
In the presence of	In the presence of:
Witness, name, signature, address, date	Witness, name, signature, address, date

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: *[insert name and Address of employer]*

Date: *\_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the applicant") has entered into contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of works]* (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] (\_\_\_\_\_)* *[insert amount in words]*, 1 such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 2... 2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC publication No. 758, except that the supporting statement under article 15(a) is hereby excluded.

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*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

Environmental and Social (ES) Performance Security  
ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: *[insert name and address of employer]*

Date: *\_ [Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the applicant") has entered into Contract no. \_\_\_\_\_ dated \_\_\_\_\_ with the beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( ), [1] such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the applicant is in breach of its environmental and/or social (ES) obligation(s) under the contract, without the beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 2... [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC publication No. 758, except that the supporting statement under article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

[1] *The guarantor shall insert an amount representing the percentage of the accepted contract amount specified in the letter of acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the contract or a freely convertible currency acceptable to the beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC sub-clause 57.1. The employer should note that in the event of an extension of this date for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the beneficiary's written request for such extension, such request to be presented to the guarantor before the expiry of the guarantee."*

**Advance Payment Security  
Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: *[Insert name and address of employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that [insert name of contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the applicant") has entered into contract no. *[insert reference number of the contract]* dated *[insert date]* with the beneficiary, for the execution of *[insert name of contract and brief description of works]* (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

( ) *[insert amount in words]* upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the works; or
- (b) has failed to repay the advance payment in accordance with the contract conditions, specifying the amount which the applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the guarantor of a certificate from the beneficiary's bank stating that the advance payment referred to above has been credited to the applicant on its account number *[insert number]* at *[insert name and address of applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the accepted contract amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,      whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC publication No. 758, except that the supporting statement under article 15(a) is hereby excluded.

---

*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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**Note :1** Insert the expected completion date as described in GCC sub-clause 57.1. The employer should note that in the event of an extension of the expected completion date of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the beneficiary's written request for such extension, such request to be presented to the



guarantor before the expiry of the guarantee.”

### Self-Certification Form

This self-certification form is to be completed by the contractor. The contractor 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 contractor:

Full legal name of contractor'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 contractor], 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 contractor and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD’s Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy)) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

a) The contractor certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

b) The contractor declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")<sup>[1]</sup> and/or temporary suspensions have been imposed on the contractor and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to contractor)	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".				

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

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

e) 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 ;

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

g) Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid

process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

- h) Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- i) 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.

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

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

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

The contractor 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**

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

The contractor 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]

b) The contractor 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.

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

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

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**Note 1:** 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/>.