



Society for Climate Resilient Agriculture in Mizoram

Request for Quotations - Works

for

Construction of Pedestrian Bridge

Ref No: *MZ/PMU/PP 2021-22/W/1*

Issue date: 14th October, 2021



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REQUEST FOR QUOTATIONS

Reference Number: MZ/PMU/PP 2021-22/W/1

[14-Oct-2021]

RFQ for Construction of Pedestrian Bridge

Addressed to:

1	Creative Minds	Chanmari West, Aizawl, Mizoram
2	Perpetual Construction & Consultancy Services	Kulikawn, Aizawl, Mizoram
3	Rolins Engineering	Ramhlun North Basic Mual, Aizawl, Mizoram
4	Infrastructural Planing & Designing Consultant (IPDC)	Damveng (Thakthing), Aizawl, Mizoram

Note: The above firms are the Qualified and shortlisted firms on Request for Qualification.

1. The Government of Mizoram has received financing from the International Fund for Agricultural Development (“the Fund” or “IFAD”) towards the cost of Society for Climate Resilient Agriculture in Mizoram (SCRAM) (“the client” or “procuring entity”) and intends to apply part of this financing to the works for which this Request for Quotations (RFQ) is issued.

The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram.

2. This procurement is based on the **national** shopping method as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at www.ifad.org/project-procurement.
3. The offeror shall not have any actual, potential or reasonably perceived conflict of interest. A offeror with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. A offeror, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the evaluation process and the execution of the contract, b) participates in more than one quotation under this procurement action, c) has a business or family relationship with a member of the employer’s board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the

selection process for this procurement, or (iii) execution of the contract. A offeror and the contractor have an ongoing obligation to promptly disclose any situation of actual, potential or reasonably perceived conflict of interest during preparation of the quotation, the evaluation process or the contract execution. Failure to properly disclose any of said situations in a promptly manner may lead to appropriate actions, including the disqualification of the offeror, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations¹.

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

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

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

corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Offerors must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the quotation or termination of the contract.

- e) Offerors shall keep all records and documents, including electronic records, relating to this bidding process available for a minimum of three (3) years after notification of completion of the process or, in case the offeror is awarded the contract, execution of the contract.
5. The Fund requires that all beneficiaries of IFAD Funding or funds administered by IFAD, including the employer, any offerors, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.³
6. You are invited to submit your price quotation for the construction of works as described in Annexes 1, 2 and 3 of this RFQ. Annex 4 presents the contract agreement form and Annex 5 presents the conditions of contract applicable to this RFQ.
7. **Pre-Bid meeting:** A pre-bid/quotation meeting shall be held on **20th October, 2021: 11:00 AM** through a virtual conference. The details of the meeting shall be shared to the qualified firms through email.
8. Your quotation in the required format should be addressed to:
Office of the
Chief Executive Officer & State Project Director
SCRAM-FOCUS
Basement- I, ZIDCO Building
MINECO, Khatla, Aizawl
Mizoram- 796001
Email: focusmizoram2018@gmail.com
9. Your complete quotation shall consist of the following documents:
- a) Priced bill of quantities / activity schedule (Annex 1) and related construction completion schedule
- b) Technical and other documentation confirming compliance with Annexes 2 and 3 (specifications and drawings) and other pertinent information concerning compliance with health and safety requirements and the contractor's personnel code of conduct.
10. The deadline for submission/receipt of your quotation is **5th November, 2021; 2:00 PM**. *Bid opening shall take place on the same date; 3:00 PM at the office of the SPD.*

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

11. Quotations must be submitted in a sealed envelope: two copies (original & one duplicate copy) including both the technical and financial quotation, by the deadline stated above.

12. Qualification of the offeror: to qualify for award of the contract, an offeror shall meet the following minimum qualifying criteria:

a) The contractor must provide the following key staff and attach their respective CVs:

	Title	Qualification	Years of experience
1	Site Manager	Graduation or equivalent	5 years
2	Site Engineer	Diploma in Civil Engineer or higher	5 years
3	Site Assistant (2 persons)	10 th Standard	2 years

Note: Beside the above key professionals, the contractor shall at least provide 10 persons as labor (manpower) to perform the work. (CVs not required)

b) The contractor must prove access to the following equipment which shall not be more than 7 years old: **Provide a copy of registration certificate or smart card for proof.**

Sl. No.	Name of equipment and production capacity	Year of manufacture
1	Excavator with backload holder	Not before 2013
2	Tipper or 407 truck	Not before 2013

Note: Beside the above listed equipment, the contractor must provide other equipment required to accomplished the work.

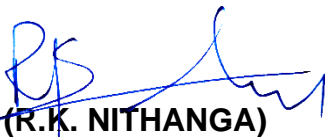
13. Site visit: The offeror, at his own responsibility, cost, and risk, is encouraged to visit and examine the site of the works and its surroundings and obtain all information that may be necessary for preparing the quotation and entering into a contract for the construction of works.

14. Offerors must quote for all the items of the works. A partial quote will not be accepted. If a quotation shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the quotation shall be assumed to be not included in the quotation and the quotation shall be rejected as incomplete.

15. **Evaluation.** The employer shall award the contract to the offeror whose offer has been determined to be the lowest priced offer as well as being substantially responsive to the requirements of the request for quotation (RFQ), provided further that the offeror is determined to be qualified to perform the contract satisfactorily in accordance with information requested under paragraph 11 above.

16. **Prices.** Prices shall be in Indian Rupees (INR).
17. **Payment.** Payment will be made in full within 30 days of the contractor's submission of each interim payment request against the work successfully completed during the interim period and so certified by the delegated supervision officer appointed by the employer.
18. **Completion Date.** The works shall be completed *within 45 days* from the date of signature of the contract. The offeror must state exact completion time in its quotation supported by its proposed construction schedule.
19. **Defects Liability.** The defects liability period is 365 days from the completion date.
20. **Quotation Validity.** Your quotation must be valid for a period of 60 days from the date of the deadline for submission of your quotation.

Yours sincerely,



(R.K. NITHANGA)
Chief Executive Officer, SCRAM
&
State Project Director, FOCUS
Aizawl, Mizoram

Annex 1 Bill of Quantities

Bill of Quantities (for Unit Rate contracts)

Sl. No	Description of Items	No.	Length (m)	Breadth (m)	Height (m)	Qty	Unit	Rate (Rs)	Amount (Rs)
1	Earthwork in excavation in foundation trenches or drains etc. (not exceeding 1.5m in width or 10sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5m including getting out excavated soil and disposal of surplus excavated soil as directed within a lead of 50 metres. (b)Hard Soil (pick work)								
	Foundation	2	3.3	1.5	2.1	20.79			
	Anchor	2	3.5	2.3	2.3	37.03			
	Total					57.82	cum		
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.								
		2	3.3	1.5	2.1	20.79	cum		
3	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - All work upto plinth level: (a)1:3:6(1 cement :3 course sand :6 stone aggregate 20mm nominal size)								
	Foundation	2	3.3	1.5	0.25	2.475			
	Anchor	2	3.5	2.3	2.3	37.03			
	Laying of P.C.C for prevention of scouring/soil erosion near foundation of foot bridge.	2	6.5	4	0.25	13			
	Total					52.505	cum		

4	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering , finishing and reinforcement in - (a)1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size)								
	Footing	2	3.3	1.5	0.2	1.98	cum		
Sl.No/ SOR	Description of Items	No.	Length (m)	Breadth (m)	Height (m)	Qty	Unit		
5	Reinforced cement concrete work in walls including attached pillasters, columns, pillars, posts, piers, abutments, return walls, retaining walls, struts, buttresses, string or lacing courses, fillets etc. upto floor five level excluding cost of centering shuttering etc complete. (a) 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size)								
	Column	4	10.1	0.4	0.4	6.464			
	Beam	8	2.2	0.3	0.4	2.112			
	Total					8.576	cum		
6	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. (b)Thermo-Mechanically Treated bars of grade Fe-500 or more.								
	Footing	100	kg/cum			198			
	Column	310	kg/cum			2003.8			
	Beam	270	kg/cum			570.24			
	Total					2772.1	kg		
7	Centering and shuttering including strutting, propping etc. and removal of form for all heights :								
	(c)Columns, pillars, piers, abutments, posts and struts.	16	8.4	0.4		53.76	sqm		

	(d)Lintels, beams, plinth beams, girders, bressumers and cantilevers, etc.	8	1.4	1.1		12.32	sqm		
8	12mm cement plaster 1 : 3 (1 cement : 3 fine sand).								
	Column	16	8.4	0.4		53.76			
	Beam	8	1.4	1.4		15.68			
	Total					69.44	sqm		
SI.No/ SOR	Description of Items	No.	Length (m)	Breadth (m)	Height (m)	Qty	Unit	Rate (Rs)	Amount (Rs)
9	Applying priming coat with ready mixed primer of approved brand and manufacture on plaster surface. (a)Ready mix white primer.								
	Qty same as above					69.44	sqm		
10	Finishing walls with exterior emulsion of required shade on new work (three or more coats) to give an even shade.								
	Qty same as above					69.44	sqm		
10 / Analysis	Supplying and Fixing High Tosil wire for main suspending cable of required diameter, placing in position and anchoring complete								
	20 mm dia	2	110			220			
		3	90			270			
	Total					490	Rm		
11 / Analysis	Providing and fixing required size of U-Clamps								
	20 mm dia	8	3			24	No		
12	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. (a)Mild steel and Medium Tensile steel bars.								
	6mm Dia (1m c/c)	166	5			830			

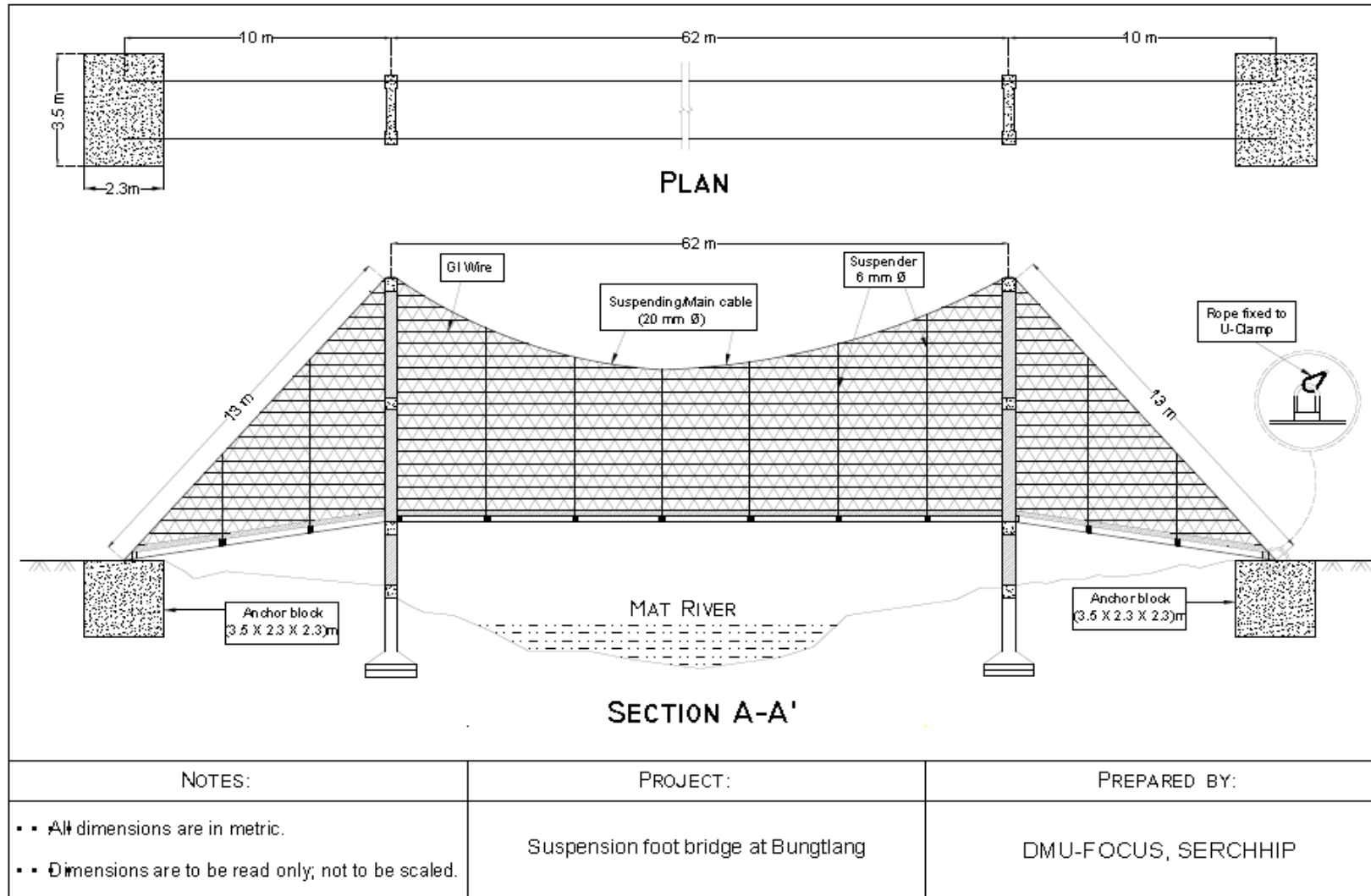
	Add20% for Bending					166			
	6 mm Dia @0.22Kg/Rm					996			
	Total					219.12	kg		
13	1.2m high steel wire fabric fencing with 1.8m angle iron posts 40 x 40 x 6mm size placed at 2.0m apart embedded in cement concrete block 1:3:6 (1 cement: 3 sand : 6 stone aggregate) of size 25 x 25 x 60 cm with necessary fittings including earthwork complete.								
	(b)Expanded wire mesh 4"	3	85			255	Rm		
SI.No/ SOR	Description of Items	No.	Length (m)	Breadth (m)	Height (m)	Qty	Unit	Rate (Rs)	Amount (Rs)
14	Providing 1st class local wood work dressed in frames of sill, upright, batten, post, beams, etc. as structural members fixed in position complete.								
	Cross Beams:- (1m C/C Spacing)	83	1.8	0.08	0.05	0.5976			
	Long Beams:-	3	82	0.1	0.05	1.23			
	Wheel track (0.35m c/c):-	235	1.5	0.3	0.03	3.1725			
	Total					5.0001	cum		
15	Painting with oil type wood preservative of approved brand and manufacture. New work (two or more coats)								
	Cross Beams	83	1.8	0.26		38.844			
	Long Beams:-	3	82	0.26		63.96			
	Wheel track	235	1.5	0.66		232.65			
	Total					335.45	sqm		
TOTAL								Rs	
Add 3% for cost index								Rs	
Contingencies								Rs	
G. Total								Rs	

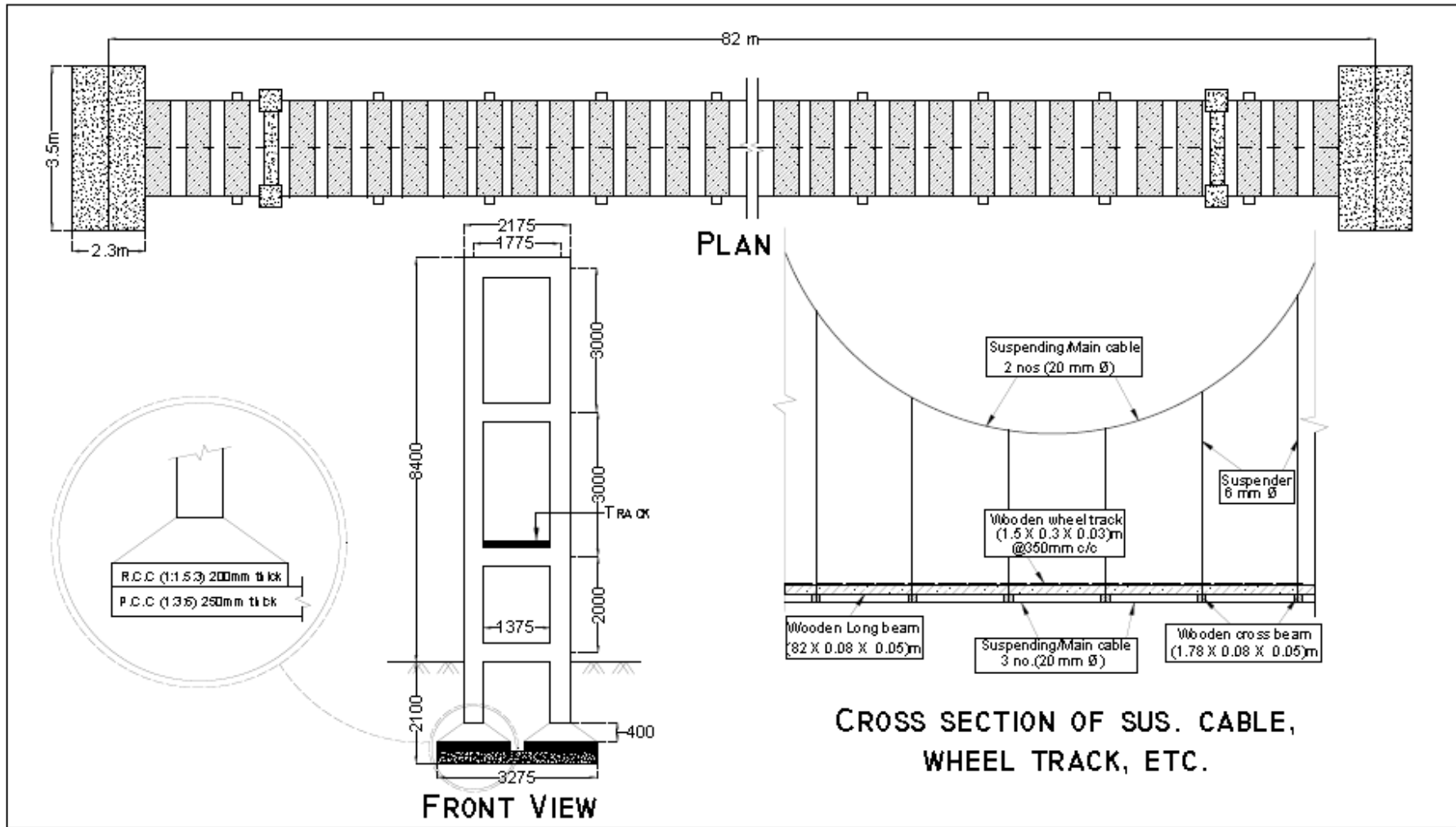
Annex 2

Technical Specifications and Performance Requirements

- **FOUNDATION:** R.C.C Isolated footing/foundation(1.65mx1.5m) using specified concrete grade(M20) with design mix of 1:1.5:3 (1cement:1.5sand:3aggregates) and Fe500 Steel is adopted.
- **COLUMN:** R.C.C Columns (0.4m x 0.4m) using specified concrete grade(M20) with designed mix of 1:1.5:3 (1cement:1.5sand:3aggregates) and Fe500 Steel is adopted.
- **BEAM:** R.C.C Beams (0.3m x 0.4m) using specified concrete grade(M20) with designed mix of 1:1.5:3 (1cement:1.5sand:3aggregates) and Fe500 Steel is adopted.
- **ANCHOR:** P.C.C Anchor(3.5mx2.3m) using specified concrete grade(M15) with designed mix of 1:2:4 (1cement:2sand:4aggregates).
- **PLASTERING:** Anchor, Column and Beam plastering should be 12mm thickness plastering with 1Cement:3 Fine sand.
- **CABLE:** Suspension cable material should be high Tosil wire and its diameter should be 20mm.
- **U-CLAMP:** The size of U-Clamps should be 20mm dia.
- **WOOD:** The wood material for Crossing beams, Long beams and Wheel track should be 1st class local wood.
- Crossing Beam size should be (1.8mx0.1mx0.08m).
- Long Beam size should be (0.1mx0.05m).
- Wheel track (0.35m c/c) size should be (0.3mx0.03m).

Annex 3 Drawings





<p>NOTES:</p>	<p>PROJECT:</p>	<p>PREPARED BY:</p>
<ul style="list-style-type: none"> • All dimensions are in metric. • Dimensions are to be read only; not to be scaled. 	<p>Suspension foot bridge at Bungtlang</p>	<p>DMU-FOCUS, SERCHHIP</p>

Annex 4

Contract Agreement

This agreement made theday of, between *[Society for Climate Resilient Agriculture in Mizoram (SCRAM)]* (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]* be executed by the contractor, and has accepted an offer 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. 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) Notification of award
 - (b) Attachment 1: the specification and drawings
 - (c) Attachment 2: priced bill of quantities *[or activity schedules]*
 - (d) Attachment 3: list of equipment and contractor’s personnel
 - (e) Attachment 4: completion schedule or work plan
 - (f) Attachment 5: completed self-certification form (Annex 6)
2. In consideration of the payments to be made by the employer to the contractor as specified in this agreement, the contractor hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.
3. 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 as indicated in the notification of award 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 India on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

in the presence of:
Witness, Name, Signature, Address, Date

Signed By
for and on behalf of the Contractor
in the
presence
of
Witness, Name, Signature, Address, Date

Annex 5

General Conditions of Contract

1. Definitions:

- (a) The “contract” is the contract between the employer and the contractor to execute, complete, and correct defects in the works as described in the specifications and drawings. The name and identification number of the contract is given in the RFQ (Request for Quotations).
- (b) “Bill of quantities” is the contract’s priced schedule providing estimates of quantities for each item of work which in its entirety forms the whole of the works.
- (c) “Activity schedule” is the contract’s priced and completed schedule of activities to be undertaken by the contractor for executing the whole of the works in lump sum contracts.
- (d) The “completion date” is the date of completion of the works as certified by the project supervision officer.
- (e) The “intended completion date” is the date by which the contractor shall complete the works as stipulated in the contract and as may be revised only by the employer by issuing an extension of time in writing.
- (f) The “contractor” is a person or corporate body whose quotation to carry out the works has been accepted by the employer.
- (g) The “employer” is the legal entity on whose behalf this RFQ is issued and is the party who signs the contract with the “contractor” and appoints the project supervision officer.
- (h) The “project supervision officer” is the person named by the employer to act on his behalf, within the limits of authority delegated to such person and communicated to the contractor, for supervision of the works performed by the contractor and administering the contract.
- (i) The “initial contract price” is the price stated in the notification of award and the “contract price” is the initial contract price as adjusted thereafter in accordance with the provisions of the contract.
- (j) Days are calendar days; months are calendar months.
- (k) A defect is any part of the works not completed in accordance with the contract.
- (l) The defects liability period is *[insert number of days as stated in paragraph 18 of the RFQ]* days counted from the completion date.
- (m) Equipment is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.

- (n) Materials are all supplies, including consumables, to be incorporated in the works.
- (o) “Specification” means the specification of the works included in the contract and any modification or addition made or approved by the employer.
- (p) The “site” is _____
- (q) The “start date” is _____. It is the latest date when the contractor, having been given access to the site, shall commence the execution of the works.

2. **Language and law.** The contract shall be in *English*. The law governing the contract shall be the applicable law(s) of the borrower/recipient country.
3. **Communications.** Communications between the parties shall be effective only when made in writing. A notice shall be effective only when it is delivered.
4. **Contractor’s risks.** From the starting date until the project supervision officer issues a certificate for the correction of defects at the end of the defects liability period, the risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the works, materials and equipment) are contractor’s risks.
5. **Employer’s risks.** All risks which are not contractor’s risks shall be the employer’s risks.
6. **Works to be completed by the intended completion date.** The contractor shall commence execution of the works on the start date and shall carry out the works in accordance with the work schedule submitted by the contractor, as updated with the approval of the project supervision officer and complete the works by the intended completion date.
7. **Health and safety.** The contractor shall be responsible for the safety of all activities on the site.
8. **Extension of the completion date.** The project supervision officer shall extend the completion date if an event, which is not a contractor’s risk, occurs or a variation order is issued by the employer which makes it impossible for completion to be achieved by the intended completion date.
9. **Delays ordered by the project supervision officer.** The project supervision officer may instruct the contractor to delay the start or progress of any activity within the works. Delays or suspension of work by the project supervision officer which increases the contractor’s costs shall be subject to equitable compensation by the employer.
10. **Defects.** The project supervision officer shall give notice to the contractor of any defects before the end of the defects liability period, which starts as of the completion date. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified in the project supervision officer’s notice. Should the contractor not remedy a defect within the time specified in the project supervision officer’s notice, the project supervision officer shall assess the cost of having the defect corrected, and the

contractor shall pay this amount, or the employer shall deduct such amount from the amounts due to the contractor.

11. **Program.** Within seven (7) days of the written notification of award, the contractor shall submit to the project supervision officer for approval a program showing the general methods, sequence and timing for all activities of the works. The project supervision officer's approval of the program shall not alter the contractor's obligations. The contractor shall revise the program and submit it to the project supervision officer whenever actual progress is different from the approved program.
12. **Changes in quantities.** The contractor shall carry out all the activities and complete the works in accordance with the scope of work specified in the contract and the quoted prices in the bill of quantities or the activity schedule. Unit prices quoted by the contractor shall not be subject to any changes.
13. **Interim payment certificate.** The project supervision officer shall check the contractor's executed work and issue a payment certificate certifying the amount to be paid to the contractor less the deductions as per paragraph 16 below. The value of the work executed shall be calculated as per the unit rates for such items of work in the bill of quantities or the activity schedule.
14. **Payments.** Interim payments shall be adjusted for reimbursement of the advance payment. The employer shall pay the contractor the amounts certified by the project supervision officer within thirty (30) days of the date of each certificate. If the employer delays the payment, the contractor shall be entitled to be paid interest on the late 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 rate of interest of *[insert the interest rate]*.
15. **Taxes.** The contractor is responsible for all taxes in accordance with the applicable taxation laws in the borrower/recipient's country.
16. **Advance payment.** The employer shall make an advance payment to the contractor in the amount of *[insert percentage of the initial contract price]* after the contractor has provided an advance payment bank guarantee for an equal amount. The advance payment shall be repaid by the contractor through deduction of proportionate amounts from payments otherwise due to the contractor. Full repayment of the advance payment shall be made when 75% of the initial contract price has been certified for payment.
17. **Completion and taking over.** The contractor shall request the project supervision officer to issue a certificate of completion of the works, and the project supervision officer will issue such a certificate when it determines that the works are satisfactorily completed. The employer shall take possession of the site within seven (7) days of the project supervision officer's issue of the certificate of completion of the works.
18. **Final account.** The contractor shall provide the project supervision officer 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 supervision officer shall issue a defects liability certificate after the contractor has fulfilled its obligations under the contract and

shall certify any final settlement/payment that is due to the contractor within fifteen (15) days of receiving the contractor's account if it is correct and complete. If it is not, the project supervision officer shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the project supervision officer shall decide on the amount payable to the contractor and issue a final payment certificate.

19. **Termination.** The employer or the contractor may terminate the contract by written notice if either party causes a fundamental breach of the contract. Fundamental breaches of contract shall include, but shall not be limited to, the following:
- (a) the contractor stops works for ten (10) days when the stoppage has not been authorized by the project supervision officer; or
 - (b) a payment certified by the project supervision officer is not paid by the employer to the contractor within forty-five (45) days of the date of the issue by the project supervision officer of the corresponding payment certificate; or
 - (c) the project supervision officer issues notice to the contractor that the latter has failed to correct a defect at the expiry of twenty-one (21) days from the date in which the correction should have been undertaken as per the notice by the project supervision officer; or
 - (d) the contractor has delayed the completion of the works by more than thirty (30) days; or
 - (e) if the contractor or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in its Operations and Activities in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under the contract; or
 - (f) if the contractor is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arise out of or in connection with the performance of the contract.
20. **Force majeure.** Either party may terminate the contract by giving a thirty (30) days' written notice to the other for events beyond that party's control, such as wars and acts of god such as earthquakes, floods, fires, etc.
21. **Payment upon termination.** If the contract is terminated because of a fundamental breach of contract by the contractor, the project supervision officer shall issue a certificate for the value of works completed and for materials already delivered on site minus the advance payments received up to the date of the issue of the certificate minus the deductions as per the applicable delay damages. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable by the

contractor to the employer and the employer can also use the proceeds of the performance security to settle such contractor's debt.

22. **Dispute settlement.** The employer and the contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising under or in connection with the contract. In case of continued disagreement either party can take the matter to litigation in accordance with the law governing the contract.
23. **The performance security.** A performance security, in the form of a bank guarantee, shall be provided by the contractor in the amount specified in this RFQ. It shall be valid until a date twenty-eight (28) days from the intended completion date. The performance security shall be replaced by a new security at the completion date in the form of a bank guarantee covering 50% (fifty percent) of the amount of the performance security to cover the defect liability period. The new security shall be calculated based on the final contract value.
24. **Insurance.** 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. The insurance policies must provide coverage against the following events which are due to the contractor's risks:
- (a) loss of or damage to the works, equipment, plant and materials *[insert 110% of the contract price];*
 - (b) loss of or damage to property (except the works, plant, materials, and equipment) in connection with the contract *[insert a value sufficient to cover a potential loss scenario];* and
 - (c) personal injury or death to the contractor's or employer's personnel *[insert as per applicable law].*
 - (d) third party liability *[insert as per applicable law].*
25. **Delay damages.** The contractor shall pay *[insert amount per day]* for every day of delayed completion beyond the intended completion date. The ceiling amount of such delay damages shall not exceed *[insert 5-10% of the contract price].*
26. **Prohibition of fraud and corruption.**
- (a) The contractor shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")⁴. Failure to comply with this policy may lead to termination of contract as set out above at para. 19(e).
 - (b) In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with its Anticorruption Policy.

⁴ The policy is accessible at: www.ifad.org/anticorruption_policy.

- (c) The contractor will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.
- (d) The contractor is required to complete and sign the attached self-certification form. In particular, the contractor 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.
- (e) The contractor is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund.
- (f) The contractor shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

27. **Prohibition of sexual harassment, sexual Eexploitation and buse.** The contractor expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, which is an integral part of these conditions of contract. The supplier shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the supplier or any of its subcontractors in the performance of the contract. The contractor shall immediately report to the employer 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 contractor 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.

Annex 6

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 *Society for Climate Resilient Agriculture in Mizoram (SCRAM)*. Instructions for completing this form are provided below.

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

I hereby certify that I am the authorized representative of *[name of the supplier]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the supplier and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

- The supplier certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.
- The supplier declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")⁵ and/or temporary suspensions have been imposed on the supplier and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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

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

- The supplier certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.
- The supplier certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
 - Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;
 - Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;
 - Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
 - Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

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

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

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

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

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

OR

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

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

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

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

⁵ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The supplier should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the supplier itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the supplier to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

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