

Annex X: Additional Provisions

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, or in the Financing Agreement or related agreements.

A. IFAD's Rights

1. IFAD has jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties (including Contractors) for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
2. IFAD may unilaterally recognize debarments imposed by other Multilateral Development Banks if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.¹

B. Compliance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations and with its Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse

3. The Contractor shall comply fully with the **IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations** (the "Anti-Corruption Policy", accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (the "SH/SEA Policy") (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>). Non-compliance with these Policies may result in administrative measures, including the suspension or termination of the contract between the Contractor and the **[Procuring Entity's name to be inserted here]**.
4. The Contractor, when submitting the signed Contract Agreement to the **[Procuring Entity's name to be inserted here]**, shall enclose the completed Self-Certification Form provided in Annex X(i).
5. The Contractor shall fully cooperate with any investigation conducted by IFAD, as required pursuant to IFAD's policies and procedures, including by: (i) 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 (ii) having such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by IFAD.

¹ The Agreement for Mutual Enforcement of Debarment Decisions 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/>.

6. The Contractor shall maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for a minimum period of three years following the completion of the Contract.
7. The Contractor shall promptly report to IFAD any allegations or other indications of prohibited practices, as defined in the Anti-Corruption Policy, that come to their attention during the execution of the Contract. Instructions for reporting such allegations are found here: <https://www.ifad.org/en/anti-corruption>.
8. The Contractor shall promptly report to IFAD or the **[Procuring Entity's name to be inserted here]** any allegations or other indications of sexual harassment and sexual exploitation and abuse, as defined in the SH/SEA Policy, that come to their attention during the execution of the Contract. Instructions for reporting such allegations are found here: <https://www.ifad.org/en/ethics>

C. Flow-Through Provisions

9. In any subcontract entered into by the Contractor, as permitted by this Contract, the Contractor shall ensure the inclusion of all the provisions contained in sections (A) through (C).

Annex X(i): Self-Certification Form

In satisfaction of Section B of the Additional Provisions at Annex X of the Contract, 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 the [Procuring Entity's name to be inserted here] [provide email address]. 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's name to be inserted here], 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 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.
- 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 are **NOT** subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in fraudulent, corrupt, collusive, coercive or obstructive practices.
- 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 are **NOT** subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions.
- 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 **NO** actual or potential conflict of interest² that could impact their capacity to serve the best interest of the Fund.
- 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 Abuse.
- 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

- [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]
- The Contractor acknowledges and accepts to notify the **[Procuring Entity's name to be inserted here]** in the event of any material change in connection with this Self-Certification Form throughout the duration of the Contract.

² Conflicts of interest arise where private or personal interests of a contractor may influence or appear to influence the impartial and objective performance of their duties. Private or personal interests include situations where a contractor appears to benefit improperly, directly or indirectly, or allows a third party to benefit improperly, from their association with an enterprise or organization that engages in business directly or indirectly with the Project.

INSTRUCTIONS FOR COMPLETING THE SELF-CERTIFICATION FORM

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

The Contractor shall perform the following procedures to verify that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are **NOT** listed on the World Bank Listing of Ineligible Firms and Individuals (accessible at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) on the grounds of "Cross-Debarment", in accordance with Annex X to the Contract, entitled Additional Provisions.

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

If an adverse record(s) has/have been found - i.e. the results page(s) shows one or more individuals or entities, including the Contractor itself are ineligible on the grounds of "Cross-Debarment" - and the Contractor believes the finding is a "false positive", they should immediately notify the **[Procuring Entity's name to be inserted here]**.

If, on the other hand, the Contractor itself or any of its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are found to be ineligible at this stage, the Contractor should immediately notify the **[Procuring Entity's name to be inserted here]** who 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's name to be inserted here]** for the duration of the Contract and for a minimum period of three years following the completion of the Contract.