

Standard
Procurement Documents



Self-Certification Form – Contract Stage

1st Edition

December 2020

*This form should be added as an additional Annex to the contract when national bidding documents are used. The use of this self-certification form is mandatory for all procurements carried out in IFAD-financed or managed projects and they are included in IFAD’s standard bidding documents.*

**Annex X *[adapt reference]*: Additional Provisions**

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]](#footnote-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**

1. 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](http://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.
2. The contractor, when submitting the signed contract agreement to the procuring entity, shall enclose the completed self-certification form provided in Annex X(i) *[adapt reference]*.
3. 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.
4. 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.
5. 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>.
6. The contractor shall promptly report to IFAD or the procuring entityany 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**

1. 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).

**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.

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| --- | --- |
| 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| * 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 declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[[2]](#footnote-2) 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”. * 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 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 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*** **[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 in the event of any material change in connection with this self-certification form throughout the duration of the contract.
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**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 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 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.

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/. [↑](#footnote-ref-1)
2. 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/. [↑](#footnote-ref-2)