**CALL FOR EXPRESSION OF INTEREST BY QUALIFIED LOCAL CONSULTANCY**

**QC-TANZANIA**

**Location:** Tanzania

**Procurement Process:** Expression of interest for developing roster of potential Local Consultants

**Type of Contract:** Contract for consultancy services

**Application Deadline:** Call for expression will be open until 20th October 2024

Qatar Charity office in Tanzania is interested to explore the **Consultants** available on the local market and establish **roster of Local potential Consultants** who have niche-expertise across a wide range of work areas and thus can support Qatar Charity efforts in humanitarian field.

Who can submit expression of interest? – Local Consultants are invited to submit expression of interest (International institutions with local presence are welcomed to apply)

**Areas of work and services to express interest** *(A consultant for all thematic areas):*

* **Provision of Services in:**

**Consultancy Services** (Feasibility study & Tests, Architectural designs, Structural designs, Services (MEP) designs, Quantity Surveying, EIA & ESIA services)

# QUALIFICATION CRITERIA AND REQUIREMENTS:

# All applicants commit themselves to comply with minimum qualification requirements. Qualification will be of two stages;

# Prequalification

# Post Qualification

# Preliminary Qualification.

# The preliminary qualification will be in strict compliance with Tanzania Laws and Qatar Charity policies for qualification. Prequalification will be of the following criteria and requirements;

# Completeness and Validity of submitted documents

# Verification

# Eligibility

# Complete and Valid documents to be submitted

# Submissions should be valid and includes.

# Applicants Company Profile.

# Applicant’s Organisation Chart;

# Ownership details (Article of association)

# Certificate of Incooperation

# Completed project details, contract sum and photos.

# Filled, signed and stamped provided Application Forms below

# Articles & Certificate of Incorporation of Firms (Each Partner’s in case of JV)

# In case of Government owned Enterprises documents establishing;

# Legal Status and Financial Autonomy

# Operations under Commercial Law

# Audited Accounts with Financial Statements for the last 3 years (for each of the Partners in case of JV);

# Documentary Evidence for sources of Finances to meet cash flow (for each of the Partners in case of JV);

# Table of General Construction Experience years (for each of the Partners in case of JV);

# Details of Each supervisory staff;

# Details for Environmental Safety and Health Policy & Quality Certificates (OSHA, IOS etc)

# Bank details with Bank verification letter

# Documentary Evidence (for the Main Partner in case of JV);

# Registration and Licenced with the respective registration board (ERB, AQRB etc.) under the respective Ministry of Tanzania.

# Valid Business Licence;

# Valid VAT Registration;

# Valid TIN Registration;

# Verification of Submission

# Should be duly filled in;

# Are signed (and initialled as appropriate) by an authorised person;

# A written confirmation of authorisation to sign on behalf of the company such as a “Power of Attorney” for the signatory which must be a certificate copy of original;

# The language of the application as well as of all correspondence is; “English”

# Eligibility

# Submissions should ensure that:

# Applicants are from eligible country;

# In case of Joint Venture, all partners of the JV are from eligible country;

# Applicants are not affiliated with the financing organization

# Applicants are not public owned enterprises from the funding country.

# No conflict of interest

# A minimum of three years of specific relevant experience in the area of work for which the contractor is expressing interest.

# Be solvent, not subject to liquidation, its property should not be seized, its financial and economic activities should not be suspended in accordance with the law.

# Note: Interested applicants should note that if they are willing to submit their expression of interest, applicant should provide services in all thematic areas.

# Post Qualification

The purpose of post qualification is to verify that the bidder is capable of executing the contract if awarded.

The post qualification information supplied on thePrequalification stagewill examined in strict accordance with the post-qualification requirements. The qualification will be carried out using the following criteria

1. Eligibility (nationality, conflict of interest, bank eligibility , Government owned entity and ineligibility based on a United Nations resolution or funding country law).
2. Historical contract non-performance (history of non-performing contracts and pending litigation)
* Non-performance of a contract did not occur within the last Three (3) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.
* All pending litigation shall in total not represent more than **TEN** percent (10%) of the applicant’s net worth and shall be treated as resolved against the applicant.
1. Financial Situation (historical financial performance, average annual turnover the last three years and financial resources)
* Audited balance sheets & financial statements, for the last Three (3) years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability
* Minimum average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last three years.
* The Applicant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements and concurrent commitments.
1. In case of Joint Venture, ratio of the venture must be clearly indicated with at least one partner must meet at least FIFTY PERCENT (50%) of the requirement.
2. Applicant’s experience (general experience and specific experience)
* General experience
* List at least Three (3) biggest contracts within the last three (3) years that applicants have participated as a consultant or project managers or service provider, that have been successfully and substantially completed. The similarity shall be based on the physical size, complexity, or other characteristics.
* Specific Experience
* For the above or other contracts executed during the period stipulated in General Experience above, a minimum experience in the following key activities: successfully completed:
* Feasibility studies
* Architectural Services (Construction designs & drawings, Exterior design, interior design and Supervision)
* Structural Consultancy Services (structural design, detailing & supervision)
* MEP Consultancy Services (Mechanical, HVAC, Electrical, Plumbing, Supervision etc.)
* Quantity Surveying Consultancy Services (Preliminary estimates, detailed estimate, evaluation, valuation, tendering process, pre-qualification etc.)
* EIA & ESIA Consultancy Services (assessment, report, certificates, permits etc.)
* Projects Registrations and Permit Applications
1. The applicant must have suitably qualified personnel.
2. Applicants In-house policies and procedures of Environmental, Social, Health and Safety (ESHS)

# Exclusion criteria

Applicants shall be excluded from participation if:

* 1. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
	2. They or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata.
	3. They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organizations.
	4. They are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
	5. They or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity, where such an illegal activity is detrimental to the Union's financial interests.
	6. They are subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply information or being declared to be in serious breach of their obligation under a contract covered by the budget.
	7. They have a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest.

# Protection of personal data

If processing your expression of interest involves the recording and processing of personal data (such as your name, address, and CV), the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

Unless indicated otherwise, your reply to this notice and any personal data requested are required for the purposes indicated above in point 4 and will be processed solely for those purposes by the contracting authority indicated in point 1, which is also acting as data controller.

# Request for clarifications:

Any request for clarifications shall be submitted in writing by e-mail to the QC Tanzania procurement unit at the **following email addresses:** **qctanzania@qcharity.org**

# Submission of expression of interest:

Expression of Interest Along with requested documents shall be submitted on **following dedicated email address:** **qctanzania@qcharity.org**

Email subject should be clearly marked “**Expression of Interest-Local Consultants**”

# Selection criteria:

This call is solely intended for establishing a **roster of potential Consultants**, that could be considered as potential interested Contractors for specific future services required to be obtained by QC in Tanzania and will be part of the trusted suppliers list that will be assessed after a while. There is no guarantee on immediate opportunity for contracting.

QC Tanzania will use a set of unified criteria to evaluate the qualifications of Applicants for considering listing in the roster of potential contractors. Eligible Applicants will be assessed in one- stage process for compliance with the requirements set out in the call for expression of interest. Each Applicant will be assessed on a “Pass/Fail” basis as to whether each criterion is satisfactorily met as set in Call for Expression of Interest. All Applicants that meet the eligibility and qualification criteria set in Call shall **form the roster of potential consultants.**

**Note:** The Inclusion on the list entails no obligation on the part of QC concerning the conclusion of contracts

# Selection criteria for specific assignment prior to contracting:

Upon need of specific services, specific Terms of Reference/Technical Description for Goods and/or Services will be either;

1. Announced and respective consultants from established roster qualifications of whom meet the area(s) of works/services identified in the relevant specific Terms of Reference/Technical Description for Goods and/or Services will be notified on announcement and invited to participate OR
2. Specific Terms of Reference/Technical Description for Goods and/or Services will be sent (e-mailed) to the respective contractors from established roster, qualifications of whom meet the area(s) of work/services identified in the relevant specific Terms of Reference/Technical Description for Goods and/or Services and requested to provide with the Bid/Proposal.

A committee will review and score qualification of the contractors, against requirements stipulated in the specific Terms of Reference/Technical Description for Goods and/or Services and the award of the contract should be made based on either **Pass/Fail Lowest priced technically responsive, eligible, and qualified bid OR Combined Scoring Method taking into consideration the combination of the technical and financial proposal.**

# Expiry date of the list resulting from this call for expressions of interest

The list resulting from this notice is valid initially for five years from dispatch of this notice. Basically, the list will be updated once each year, and might be updated more than once in case of insufficient number of applicants in certain field. Interested parties can update their information/interests and data any time during the validity of this list by sending official email.

**APPLICATION FORMS & FORMATTING**

**Application Submission Form**

Date: [*insert day, month, year*]

EOI No. and title: [*insert ICB number and title*]

To: [*insert full name of Employer*]

We, the undersigned, apply to be qualified for the referenced EOI and declare that:

1. We have examined and have no reservations to the Expression of Interest Documents issued in accordance with Instructions to Applicants [*insert the number and issuing date of EOI*].
2. We, including any subcontractors or suppliers for any part of the contract resulting from this qualification process, have nationalities from eligible countries, [*insert the nationality of the Applicant, including that of all partners in case of a Joint Venture, and the nationality of each already identified subcontractor and supplier of related services, if applicable*];
3. We, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, do not have any conflict of interest.
4. we, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible by the Bank, or under the Employer's country laws, official regulations, or under execution of a Bid Securing Declaration in the Employer's Country, or by an act of compliance with a decision of the United Nations Security Council.
5. [*insert either "we are not a Government owned entity" or "we are a Government entity*], and we meet the requirements.

(f) we, plan to subcontract the following key activities and/or parts of the works: [*insert any of the key activities identified “Area of work and service to express interest” which the Applicant intends to contract*]

(g) we declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

Name of Recipient Address Reason Amount

[*insert full name [insert street/city/country] [indicate reason]* *[specify amount in Tshs]*

*for each occurrence*]

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[*If none has been paid or is to be paid, indicate “none”.*]

(h) We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any application that you may receive nor to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant*]

Name [*insert full name of person signing the application*]

In the Capacity of [*insert capacity of person signing the application*]

Duly authorized to sign the application for and on behalf of: Applicant’s

Name [*insert full name of Applicant] Address [insert street number/town or city/country address*]

Dated on [*insert day number] day of [insert month], [insert year*]

**Applicant Information Form**

Date: *[insert day, month, year*]

EOI No. and title: *[insert EOI number and title]*

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

|  |
| --- |
| Apllicant Legal Name[*insert full legal name]* |
| In case of Joint Venture (JV), legal name of each partner:[*insert full legal name of each partner in JV]* |
| Applicant's Actual or Intended country of constitution:*[indicate country of Constitution*] |
| Applicant's actual or Intended year of constitution:*[indicate year of Constitution]* |
| Applicant's legal address in country of constitution:[*insert street/ number/ town or city/ country]* |
| Applicant's authorized representative information Name: *[insert full legal name*]Address: [*insert street/ number/ town or city/ country*]Telephone/Fax numbers*: [insert telephone/fax numbers, including country and city codes]*E-mail address: [*indicate e-mail address]* |
| Attached are copies of original documents of* Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above.
* In case of JV, letter of intent to form JV or JV agreement.
* In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
 |

**Applicant's Party Information Form**

*[The following form shall be filled in for the Applicant's parties including partner(s) of a joint venture, subcontractors, suppliers and other parties]*

Date: *~insert day, month, yearJ*

EOI No. and title: *~insert EOI number and titleJ*

Page *~insert page numberJ* of *~insert total numberJ* pages

|  |
| --- |
| JV Apllicant Legal Name[*insert full legal name]* |
| Applicant's Party legal name:*[insert full legal name of Applicant's Party]* |
| Applicant's Party country of registration: *[indicate country of registration]* |
| Applicant Party's year of constitution: *[indicate year of constitution]* |
| Applicant Party's legal address in country of constitution:*[insert street/ number/ town or city/ country]* |
| Applicant Party's authorized representative information Name*: [insert full legal name]*Address: *[insert street/ number/ town or city/ country]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*E-mail address*: [indicate e-mail address]* |
| Attached are copies of original documents of* Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above.
* •In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
 |

**Historical Contract Non-Performance**

*[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]*

Applicant’s Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Legal Name:[*insert full name]*

EOI No. and title: *[insert EOI number and title]*

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

|  |
| --- |
| Non-Performing Contracts in accordance withQualification Criteria and Requirements |
| * Contract non-performance did not occur during the *[number*] years specified in Qualification Criteria and Requirements.
* Contract(s) not performed during the [*number*] years specified in Qualification Criteria and Requirements.
 |
| **Years** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, TSHS equivalent)** |
| *[Insert Year]* | *[Insert Amount and Percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer*: [insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for non-performance: *[indicate main reason(s)]* | *[Insert Amount]* |
| Pending Litigation, in accordance with Qualification Criteria and Requirements* No pending litigation in accordance with Qualification Criteria and Requirements
* Pending litigation in accordance with Qualification Criteria and Requirements.
 |
| **Years** | **Outcome as Percentage of Total Assets.** | **Contract Identification** | **Total Contract Amount (current value, TSHS equivalent)** |
| *[Insert Year]* | *[Insert Percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*Name of Employer*: [insert full name]*Address of Employer: *[insert street/city/country]*Reason(s) for non-performance: *[indicate main reason(s)]* | *[Insert Amount]* |
|  |  |  |  |

**Financial Situation**

*[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]*

 Applicant’s Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant’s Party Legal Name*:[insert full name]*

EOI No. and title: *[insert EOI number and title]*

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

1. **Financial Data**

|  |  |
| --- | --- |
| **Financial information in (TSHS)** | **Historic information for previous***[insert number] years, [insert in words]* |
|  | Year 1 | Year 2 | Year 3 | Year …… | Year n |
| Information from Balance Sheet |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Net worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Information from the Income Statements |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |

1. **Financial documents**

The Applicant and its parties shall provide copies of the balance sheets and/or financial statements for three [3] years pursuant Qualifications Criteria and Requirements. The financial statements shall:

(a) Reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies.

(b) Be audited by a certified accountant.

(c) Be complete, including all notes to the financial statements.

(d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

* Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the [3] years required above; and complying with the requirement

**Average Annual Consultancy Turnover**

*[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]*

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*

Date: [insert day, month, year] Applicant's Party Legal Name*: [insert full name]*

EOI No. and title: *[insert ICB number and title]*

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

|  |
| --- |
| **Annual Turnover Data** |
| **Year** | **Amount and Currency** | **TSHS Equivalent** |
| *[Indicate Year*] | *[Insert Amount and Indicate Currency]* | *[Insert Amount in TSHS]* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Average Annual Construction/consultancy Turnover |  |  |

**Note:** Average annual construction/consultacy turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Qualification Criteria and Requirements.

**General Construction Experience**

*[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]*

Applicant's/Joint Venture Partner's Legal Name: *[insert full name*]

Date: *[insert day, month, year]*

Applicant JV Party Legal Name: *[insert full name*]

EOI No. and title: *[insert ICB number]*

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

*[Identify contracts that demonstrate continuous construction work over the past [3] years pursuant to Qualification Criteria and Requirements. List contracts chronologically, according to their commencement (starting) dates.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Starting Month/Year** | **Ending Month/Year** | **Contract Identification** | **Role of Applicants** |
| *[Indicate Month/Year]* | *[Indicate Month/Year]* | Contract name*: [insert full name]*Brief Description of the Works performed by the Applicant: *[describe works performed briefly]*Amount of contract: *[insert amount in UTSHS equivalent]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Contractor” or "Subcontractor” or "Contract Manager”]* |
|  |  | Contract name*: [insert full name]*Brief Description of the Works performed by the Applicant: *[describe works performed briefly]*Amount of contract: *[insert amount in TSHS equivalent]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Contractor” or "Subcontractor” or "Contract Manager”]* |
|  |  | Contract name*: [insert full name]*Brief Description of the Works performed by the Applicant: *[describe works performed briefly]*Amount of contract: *[insert amount in TSHS equivalent]*Name of Employer: *[indicate full name]* Address: *[indicate street/number/town or city/country]* | *[insert "Contractor” or "Subcontractor” or "Contract Manager”]* |

**Similar Consultancy Experience**

*[The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture, and specialist sub-contractors]*

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Name: *[insert full name]*

EOI No. and title: *[insert ICB number and title]*

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

|  |  |
| --- | --- |
| **Similar Contract No.***[insert number]* of *[insert number of similar contracts required]* | **Information** |
| Contract Identification | *[insert contract name and number, if applicable]* |
| Award Date | *[insert day, month, year, i. e., 15 June, 2015]* |
| Completion Date | *[insert day, month, year, i.e., 03 October, 2017]* |
|  |  |  |  |
| Role in Contract*[check the appropriate box]* | Consultants | Project Managers | Sub-consultants (Local Consultants) |
| Total Contract Amount | *[insert total contract amount in local currency]* | TSHS *[insert total contract amount in TSHS equivalent]* |
| If partner in a JV, or subcontractor, specify participation in total contract amount | *¡insert a percentage**amount* | *¡insert total contract amount in local currency* | *[insert**total contract amount in US$ equivalent* |
| Employer Name:Address: Telephone/fax number:Email: | *[insert full name]**[indicate street / number / town or city / country]**[insert telephone/fax numbers, including country and city area codes]**[insert e-mail address, if available]* |
| Description of the similarity in accordance with qualification criteria & Requirements |  |
| 1. Amount
 | *[insert amount in TSHS in words and in Figures]* |
| 1. Physical Size
 | *[insert physical size of activities]* |
| 1. Complexity
 | *[insert description of complexity]* |
| 1. Methods/Technology
 | *[insert specific aspects of the methods/technology involved in the contract]* |
| 1. Other Characteristics
 | *[insert other characteristics as described in Section V, Scope of Works]* |

 **Prevention of sexual exploitation and abuse**:

* + Qatar Charity unequivocally condemns all forms of sexual exploitation and abuse, as well as bullying and various non-sexual abuses of power committed by its employees and affiliated personnel against any individual, irrespective of age, gender, sexuality, disability, religion, or ethnic origin.
	+ Qatar Charity is dedicated to taking proactive measures to prevent any adverse impacts such as sexual exploitation and abuse by its employees and associated personnel against beneficiaries and members of the community at large during projects and programs.
	+ The organization treats all complaints and concerns regarding sexual exploitation and abuse with the utmost seriousness, initiating thorough investigations into any reported incidents that suggest a potential violation of this policy and the Qatar Charity Code of Conduct.
	+ In line with a commitment to the highest ethical standards, all Qatar Charity employees and affiliated vendors are mandated to engage with project beneficiaries and members of the community at large, paying special attention to the most vulnerable groups, including minors, women, the elderly, and social outcasts. Qatar Charity is dedicated to fostering a zero-tolerance organizational culture against all forms of exploitation or sexual abuse.
	+ The Qatar Charity Management, among other responsibilities, is entrusted with the task of establishing and maintaining an environment that actively prevents sexual exploitation and abuse.

**Anti – money laundering and terror financing:**

Qatar Charity relied on the following references as a legal, regulatory, and professional basis for the development of AML / CFT policy:

* Law No. 4 of 2010 on combating money laundering and the financing of terrorism
* Law No. 15 of 2014 on the organization of charitable works
* Decree-Law No. 11 of 2017 amending some provisions of Law No. 3 of 2004 on combating terrorism.

With the main purpose to establish a framework that controls the process of full compliance with the laws, rules and regulations required by charitable sector organizations in the field of combating money laundering and terrorism financing and contributes to the enhancement of Qatar's charitable capacity in this area. In this regard:

* The Supplier/Vendor shall ensure that it and all its staff, agents, contractors, and any other party performing its obligations or exercising its rights under or in connection with any Purchase Order and/or any other agreement that the Supplier/Vendor may have with the Buyer, always complies with all applicable sanctioned countries and anti-money laundering laws, regulations, and codes of conduct in all jurisdictions.
* The Supplier/Vendor shall, whenever requested by the Buyer, provide evidence of the measures, steps, and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations, and codes of conduct.

**Child protection:**

* The Supplier/Vendor will ensure that all allegations, suspicions and incidents of abuse, harm, or the risk of harm to children and/or adults at risk or where there is concern about the behavior of an individual are reported immediately.
* Ensure the protection and safety of children in all business activities and facilities.
* Prohibit hiring of young workers (below 18 years of age) to perform any type of work that is likely to jeopardize their health, safety, or morals.
* Specify zero tolerance of harassment and exploitation of young workers, and the measures in place to protect them from discrimination, violence, and abuse.
* Zero tolerance of violence, exploitation, and abuse of children, including but not limited to sexual exploitation. Provide context details as appropriate, e.g., child prostitution, child abuse images.
* State that all allegations will be taken seriously and investigated. Serious allegations will be reported to the relevant authorities.
* Zero tolerance applies outside of working hours, as well as in the workplace.

**Environmental protection**

* The Supplier/Vendor has obtained all permits, licenses and other authorizations which are required under federal, state and local laws and regulations relating to emissions, discharges, releases of pollutants, contaminants, hazardous or toxic materials, or wastes into ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or hazardous or toxic materials or wastes ("Environmental Laws") at the Borrower's facilities or in connection with the operation of its facilities.
* Supplier/Vendor shall not, and shall not permit any of its Subsidiaries to, directly or indirectly (a) use (or permit any) any of their respective Properties or assets for the handling, processing, storage, transportation, or disposal of any Hazardous Material, (b) generate any Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their respective Properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which Borrower or any of its Subsidiaries would be responsible.

 **Anti-corruption & fraud:**

* Each Party hereby undertakes that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue financial or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
* The Parties agree that, always in connection with and throughout the course of the Contract and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:
* Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement, or ownership of property, knowing that such property is the proceeds of crime. “Corruption” or “Corrupt Practice(s)”, as used in this ICC (International Chamber of Commerce) Anti-corruption Clause, shall include Bribery, Extortion or Solicitation, Trading in Influence and laundering the proceeds of these practices.
* If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party’s accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches mentioned above, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defense by proving that by the time the evidence of breach (es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or the defense is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Contract, it being understood that all amounts contractually due at the time of suspension or termination of the Contract will remain payable, as far as permitted by applicable law.
* Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Contract, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-corruption Clause.
* The Supplier/Vendor shall ensure that it and all its staff, agents, contractors, and any other party performing its obligations or exercising its rights under or in connection with any Order and/or any other agreement that the Supplier/Vendor may have with the Buyer, complies at all times with all applicable anti-bribery and/or corruption laws, regulations, and codes of conduct in all jurisdictions. The Supplier/Vendor shall, whenever requested by the Buyer, provide evidence of the measures, steps, and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations, and codes of conduct.

**Rights of poor community:**

Company must take care of the rights of the poor community at the workstation and adhere to the policies and law of land.