



Request for Proposals (RFP)
(CONSTRUCTION SERVICES)

RFP Number: RFP- 24-WOR-001

Description: RFP for Rehabilitation of Musaizi and Shiryakangwara Irrigation Schemes

For: USAID Zimbabwe Resilience ANCHORS

Contracting Entity: The ECODIT Trust

Funded by: United States Agency for International Development (USAID),
Contract No. Task Order No. 72061320F00003 under STARR II IDIQ No. 7200AA18D00022

Place of Performance: Bikita, Zimbabwe

RFP Issue: Thursday, 18 July 2024

Pre-Bid Meeting: Friday, 26 July 2024, 1000 Hrs CAT

Site Visit: Friday, 26 July 2024, 1000 Hrs CAT

Questions Due: Wednesday, 31 July 2024, 1500 hrs CAT

Proposals Due: Thursday, 8 August 2024, 1700 hrs CAT

Dear Sir,

RE: CALL FOR TENDER OFFER OF CIVIL CONTRACTORS FOR THE PROPOSED REHABILITATION OF MUSAIZI AND SHIRIYAKANGWARA IRRIGATION SCHEMES – BIKITA, ZIMBABWE.

The USAID Zimbabwe Resilience through Accelerating New Community-based Holistic Outcomes for Resource Sustainability (ANCHORS) Activity, implemented by ECODIT Trust, is seeking submissions from eligible Offerors for professional Civil construction services as described herein. USAID Zimbabwe Resilience ANCHORS is an official project of the United States Agency for International Development (USAID) under project Task Order No. 72061320F00003 under STARR II IDIQ No. 7200AA18D00022. Please submit your proposal for the services described herein in accordance with the instructions to Offerors and terms and conditions of this RFP.

No communication is permitted except by the instructions below. Contacting Resilience ANCHORS or ECODIT personnel (either directly by the Offeror or indirectly through a lobbyist or other person acting on the Offeror's behalf) in an attempt to influence this procurement: (1) may result in an Offeror being deemed a non-responsive Offeror, and (2) may result in the Offeror not being awarded a contract.

You are hereby invited to tender for the above as per the attached qualification document.

1. To be qualified for award of contract, the successful Offeror must be registered with the Ministry of Construction and Public Works Categories from A to H, Building Contractors.
2. Offers shall be valid for a period of 90 days after Tender opening and must be accompanied by a bank guaranteed tender security of **Two Thousand United States Dollars (2,000.00 USD)**

This solicitation in no way obligates ECODIT to award a contract nor does it commit ECODIT to pay any cost incurred in the preparation and submission of a proposal. ECODIT bears no responsibility for data errors resulting from transmission or conversion processes.

All proposals must be valid for a minimum of ninety (90) calendar days.

ECODIT appreciates your responsiveness and looks forward to a mutually beneficial business relationship.

Sincerely,

Jeremy Swanson

Chief of Party, USAID Resilience ANCHORS

ECODIT Trust

This RFP includes the following sections and attachments:

1. INSTRUCTIONS TO OFFERORS
2. SCOPE OF WORK
3. FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS
 - PART 1. GENERAL
 - PART 2. PAYMENT AND FINANCIAL OBLIGATIONS
 - PART 3. GENERAL TERMS AND CONDITIONS
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ATTACHMENT A	LETTER OF TRANSMITTAL
ATTACHMENT B	REQUIRED CERTIFICATIONS
ATTACHMENT C	FINAL CONSTRUCTION DRAWINGS
ATTACHMENT D	BILL OF QUANTITIES
ATTACHMENT E	TEMPLATE OF BANK GUARANTEE

ACRONYMS

AIDAR	Agency for International Development Regulations
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COTR	USAID Contracting Officer Technical Representative
EMPR	Environmental Mitigation Planning & Reporting
FAR	Federal Acquisition Regulations
RFP	Request for Proposals
SOW	Statement of Work
TDS	Technical Data Sheet
USAID	United States Agency for International Development

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

The USAID Zimbabwe Resilience through Accelerating New Community-based Holistic Outcomes for Resource Sustainability (ANCHORS) Activity, implemented by ECODIT Trust, is seeking submissions from eligible Offerors for the rehabilitation of Musaizi and Shiriyakangwara irrigation schemes, Bikita, Zimbabwe as described herein. USAID Zimbabwe Resilience ANCHORS is an official project of the United States Agency for International Development (USAID) under project Task Order No. 72061320F00003 under STARR II IDIQ No. 7200AA18D00022.

1.2. Offer Deadline

Offers must be received in soft copy no later than Thursday, 8 August 2024, 1700 hrs CAT. The Technical Documents and Financial Offer should be submitted to akhachatryan@ecodit.com, copying RA-procurement@ecodit.com and achatting@ecodit.com. All communications must include the solicitation title, **RFP No. 2024-WOR-001**, in the subject line, as well as the Offeror's organization name.

Attention:

Ara Khachatryan

Late offers will not be considered.

1.3 Protocol for Submission of Offers and Required Documents

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

All offers must be prepared in English. Any resultant subcontract will be issued in English and the English language will govern. All proposals must be submitted in two offers, consisting of:

- Offer 1: Technical Proposal (See Section 1.6)
- Offer 2: Financial Proposal (see Section 1.7)

These offers must be submitted in separate emails. Each email must be clearly marked with the RFP number **No. 2024-WOR-001**, indicating Email 1 of 1 and Email 1 of 2 referencing the offer name.

Upon the deadline applicants will be issued a receipt confirming submission.

Each offeror may submit only one proposal, either individually or as a partner in a joint venture. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

1.4 Questions and Clarifications

All questions and/or clarifications regarding this RFP must be submitted via email to akhachatryan@ecodit.com, copying RA-procurement@ecodit.com and achatting@ecodit.com no later than Wednesday, 31 July 2024, 1500 hrs CAT. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

Questions and requests for clarification—and the responses thereto—that ECODIT believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from ECODIT or ECODIT employee or other entity should not be considered as an official response to any questions regarding this RFP.

1.5 Site Visit and Bidder's Conference

In order to provide offerors an opportunity to raise questions and to learn more about the site and the scope of work described herein. **A mandatory site visit** to familiarize bidders with the place of performance will be held on the dates mentioned above on the 26th of July 2024 starting at Shiryakangwara Irrigation Scheme, Bikita, Zimbabwe, beginning at 1000 hrs CAT. **The bidder's conference will be held on the same day and time as the site visit.**

The site visit is mandatory, and ECODIT will accept proposals in response to this RFP only from those offerors who attend the site visit.

Please confirm attendance via mentioned emails no later than the 25th of July 2204. The RFP number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Participation in the site visits and the bidder's conference are the responsibility of the offerors. ECODIT will not reimburse offerors for any costs associated with the site visit.

1.6 Technical Proposal

The Technical Proposal should describe in detail how the offeror intends to carry out the requirement specified for tendered works as described in the Scope of Work (SOW) found in Section 2. The Technical Proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The Technical Proposal should be organized by the evaluation criteria listed in Section 1.14 and respond to all requirements for deliverables in Section A.2 and Attachments A and B. The offeror should include details on key personnel, equipment, plant and vehicles, and subcontractors who will be used to carry out the required activities. The following documents must be included in the Technical

Proposal (failure to submit all of the following documents may result in disqualification from award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Returnable schedules attached in section 1.7 below.
- Project Methodology (see below)
- Draft Work Plan (see below)
- CVs of Key Personnel (see below)
- Information on Past Performance (see below)
- Copy of official license of legal registration in Zimbabwe

Project Methodology and Technical Solution: Using the information contained in the SOW, the offeror should describe its approach for executing each phase (design review, procurement, transportation, and installation) of the project, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet recognized industry standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment. The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with Environmental Regulations. It should also include risks associated with such works together with mitigation measures for each risk identified. The offeror should propose a detailed schedule that can be reasonably implemented for each phase of the project. The offeror shall include the names of the laboratories they will use for any testing of **QA/QC, ETC.**

Draft Work Plan: The draft work plan for the proposed services shall be submitted in the form of a Gantt chart and shall provide a step by step process for executing every phase of the work in the most efficient manner.

Key Personnel: The offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the subcontract and shall not be replaced without prior written consent of ECODIT. The Technical Proposal should include CVs for the following required key personnel **Construction Manager, Civil Engineer, Electrical Engineer, Foreman, Plumber, Welder. The Technical Proposal should also include an organizational chart with the roles and availability of each proposed staff for this project.**

Past Performance: The Technical Proposal should include information on past performance, briefly describing at least **three (3) recent contracts of similar scope and duration**, as per the template attached. The Contractor should also provide at least 3 traceable completion certificates and referral letters for completed projects of a similar nature from reputable organisations or individuals for which the Contractor has provided services before. It is not the intent of this RFP to solicit an overly long response but it is important that the offeror's experience/expertise be adequately described. The information supplied must include the legal name and address of the organization for which services were performed, a description of the work performed, the duration of the work and size (in USD)

of the contracts, a description of problems encountered in the performance of the work and actions taken to resolve them, and the contact information (current telephone number and email address) of a responsible representative of the contracting organization. ECODIT may use this information to contact representatives on prior contracts to obtain feedback on performance. Failure to submit complete and accurate information regarding previous similar or related contracts or subcontracts is grounds for disqualification from an award. Any offer not including this information will be accepted at the discretion of the evaluation committee. There is no page limit to the Technical Proposal. These pages must include the following documents:

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- CVs of key personnel
- Draft work plan
- Sketches, catalogue cut sheets and/or drawings

1.7 Returnable schedules

The Offerers should fill in the returnable forms attached below. it is the responsibility of the bidder to attach all additional information or proof wherever needed.

COMPANY INFORMATION	
Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (names)	
GENERAL COMPANY INFORMATION	
Type and nature of company	
Year of establishment	
Company's nationality	
Number of years of experience as contractor -in own country - internationally	
Number of full-time employees	
Licence number (VAT no./TAX id)	
Countries/Provinces with registered offices	
Registration Certificates – please attach Certificate of incorporation, CR6,CR14, VAT/Tax registration certificates, NASSA	
Local trade/professional organisations of which your company is a member, eg CIFOZ, ZBCA, Ministry of Public Works- Please attach	
Does your company have Safety, Health, Environment and Quality, (SHEQ) and Commitment to Sustainability related policies in place -. Please attach	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please attach	
Does your company have a Code of Conduct? Please attach	
Equity in the company (shares (%))	
Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other	
If the company is a subsidiary, what involvement, if any, will the parent company have in the project?	
Foreign companies must state whether they are established in the state of the Contracting Authority in accordance with applicable regulations	
List of local and national quality assurance certification held by your company	

REFERENCES				
Name and country of Contracting Authority	Type of works	Total value	Contact name	Phone/ and email

COMPANY'S CONSTRUCTION PLANT			
Equipment Name	Model and Age and Capacity	Registration Number/ Serial Number or other identification marks	Owned/Leased <i>Please attach proof</i>
Specify* the construction plants you intend to use on the project (e.g. drill rig and compressor, , concrete mixers, vibrators, generators, welding machines, etc			
Specify* the vehicles and trucks			
Specify* other plants			

SUBCONTRACTORS			
Work intended to be subcontracted	Name and details of subcontractors	Value of subcontracts as percentage of the total cost of the contract	Subcontractors experience in similar work

1.8 Financial Proposal

The Financial Proposal is used to establish the best value among proposals and serves as a basis of negotiation for the signing of the subcontract. The Financial Proposal must include a detailed budget as well as a budget narrative which explains the basis for the estimate of each budget element. Supporting information should be provided in sufficient detail to allow a complete analysis of each cost element. The Financial Proposal shall also include the costs for any materials, survey, and geotechnical testing and analysis required to complete the development of the design documents. Any taxes or fees are not to be added later. Offers must show level of effort, materials, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total price. Quotations must be a firm fixed-price, expressed in USD. **All offerors shall use the attached BOQ as the basis for the preparation of the detailed budget.** The completed BOQ shall be submitted with the Financial Proposal.

ECODIT Trust anticipates awarding a Firm Fixed Price type contract, with a total estimated cost in the range of \$60,000 to \$90,000 covering all project costs. Although the estimated ceiling is provided, this does not mean that Offerors should necessarily strive to meet the maximum amount. Offerors must propose costs that they believe are realistic and reasonable for the work.

Please note that the inclusion of separate line items for any indirect costs or fee will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirects and fees.

1.9 Performance Guarantee

Within 7 (seven) calendar days after signing of this subcontract, the successful offeror shall deliver to ECODIT a performance guarantee in the amount of **10%** of the subcontract amount in the form of an official bank guarantee. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Zimbabwe. The format of the bank guarantee shall be as indicated in Attachment F. This Guarantee shall be valid for a period equivalent to the end of the defects liability period.

1.10 Authorized USAID Geographic Code

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

1.11 Eligibility of Offerors

This RFP is open to all qualified offerors who submit a proposal that meets the requirements in accordance to this RFP.

Only those firms that attend the mandatory site visit/bidders conference are eligible to bid on this RFP.

In accordance with Federal Acquisition Regulation Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), all offerors must certify that they are not debarred, suspended, or proposed for debarment. ECODIT will not award a subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

1.12 Validity Period

Offers must remain valid for at least ninety (90) calendar days after the offer deadline.

1.13 Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, ECODIT reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract. ECODIT reserves the right to make multiple awards if it is in the best interests of the USAID Zimbabwe Resilience through Accelerating New Community-based Holistic Outcomes for Resource Sustainability (ANCHORS) Activity.

1.14 Evaluation Criteria - Technical and Financial Proposal

ECODIT intends to award a subcontract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the USAID Zimbabwe Resilience through Accelerating New Community-based Holistic Outcomes for Resource Sustainability (ANCHORS) Activity program after evaluation of the following criteria, **with 60% being the weight for the Technical Proposal and 40% for the corresponding financial proposal applied accordingly:**

The Technical Proposal will be evaluated on the following criteria.

- **Proposed Methodology and Technical Solution** **35 Points**
The offeror shall be evaluated on the overall understanding of the scope of work. Specifically, the offeror shall be evaluated on how realistic the proposed technical solution is in completing projects on schedule and meeting delivery guidelines. This technical solution shall integrate construction design methodology, procurement process, construction methods, techniques, project scheduling, and project management to deliver the required scope of work with the highest construction quality. Special consideration shall be given to the offeror's ingenuity, creativity, and use of sound engineering principles in its proposed solutions. The offeror's proposal shall include a draft work plan providing a step by step process for executing every phase of the work in the most efficient manner.

- **Key Personnel** **15 Points**
 The offeror's key personnel shall be evaluated on the experience of the team members with similar projects. In particular, special consideration will be given to a well experienced **Construction Manager, Civil Engineer, Electrical Engineer, Plumber, Welder and Site Foreman.**
- **Past Performance and Experience** **30 Points**
 The offeror shall be evaluated on the experience the firm has with related projects of similar scope and size. In particular, special consideration shall be given to firms having executed such projects in Zimbabwe. The references listed by the offeror shall be contacted to complete a survey.
- **Proposed Schedule of Implementation** **20 Points**
 Due to the nature of this project, time is of the essence. Therefore, special consideration shall be given to the offerors with an aggressive but realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. A detailed draft work plan shall be included in the offeror's Technical Proposal including key project milestones.

Once the evaluation of offers is completed based on the above criteria, the Financial Proposal will be used in conducting the best value analysis. The combined technical factors above are more important than cost or price. However, ECODIT will not select an offer for an award based on a superior technical proposal without considering the cost. The cost will be evaluated based on cost reasonableness, allowability, and realism. A technical/cost trade-off analysis will be performed by ECODIT in order to determine the best value for the project.

1.15 Terms and Conditions of Subcontract

Issuance of this solicitation does not in any way obligate ECODIT to award a subcontract, nor does it commit ECODIT to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 3. Any resultant award will be governed by these terms and conditions. ECODIT reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual subcontract document to be executed by ECODIT and the selected awardee.

1.16 Protests

Please note that in submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to ECODIT for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. ECODIT, at its sole discretion, will make a final decision on the protest for this procurement.

SECTION 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal for Solarised borehole water supply to village 25 and rehabilitations of Musaizi and Shiriyakangwara irrigation schemes Irrigation Scheme in Bikita, Zimbabwe.

A.1 SCOPE OF WORK

The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the proper construction /execution and completion of the work in good faith shall be provided by the subcontractor. The Subcontractor shall be responsible for setting out of all construction works, development of final construction documents, procurement, transportation, and installation services associated with the works. The works to be performed are detailed in the attached drawings and associated BOQ. They include the following:

Phase 1 – Implementation Plan

The Subcontractor shall be responsible for the development of a detailed Implementation Plan. At a minimum, the Implementation Plan shall include the setting out plan, criteria for review of the design documents, a listing of the available records reviewed, the finalized progress and work schedule, a description of the means and methods to be employed for a successful delivery, identification of the required construction permits, schedule of the geotechnical and material tests to be performed and name of the company(ies) that will perform the testing, maintenance of traffic (MOT) plan, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the Subcontractor. The work schedule for the various phases shall be prepared using the Critical Path Method.

Phase 2 – Review and Update of Final Design Documents

The Final Design Documents associated with this project were prepared by AMP Global Consultancy. The Final Design Documents are presented under Attachment C and include plans, detailed drawings, technical specifications, and bill of quantities as prepared by AMP Global Consultancy for the implementation of the project. The selected subcontractor shall perform a constructability review and familiarize themselves with the Final Design Documents and reproduce them as necessary in order to verify all information and quantities contained therein. In particular, the subcontractor shall review all layouts, alignments, quantities, volumes, locations and sizes of proposed improvements contained in the Final Design Documents. As part of the review process and prior to starting construction, the subcontractor shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The

subcontractor shall make the Final Design Documents his/her own and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements of the Engineering Council of Zimbabwe and the International Building Code for similar constructions.

Phase 3 – Kick-Off Meeting

The Subcontractor shall participate in a kick-off meeting and site visit with ECODIT under the supervision of an Independent Engineer and Local Authority Representative. The purpose of the kick-off meeting is to introduce the Subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

The Subcontractor shall summarize the comments generated during the meeting in a memorandum and revise the Final Design Documents and Implementation Plan accordingly.

Phase 4 – Site and Civil Works

The Subcontractor shall secure and isolate the worksite for the protection of its workforce and the general public. The subcontractor shall install the proposed components associated with the rehabilitation as per the implementation plan and approved final design documents. The subcontractor shall clear and grub the work site as necessary for the installation of the proposed work. All existing vegetation, organic and inorganic material within the limits of the project area shall be cleared and disposed of at an approved location by the subcontractor. The work shall include but not be limited to:

- Clearing and grubbing
- Borehole drilling
- Surveying and site layout
- Pipe layout, backfill, and compaction
- Installation of solar units, storage tanks and mounting structures
- Construction of animal troughs
- Fencing of the gardens

Site clearing and grubbing shall be accomplished using a combination of mechanized equipment and manual labor to expedite the implementation of the work and protect the environment.

The subcontractor shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Subcontractor shall submit the sketches and/or drawings to ECODIT for review prior to installing said work item.

Phase 5 – Environmental Compliance

The Subcontractor shall comply with USAID requirements to monitor the environmental impact of the potential activities and define mitigation actions to be implemented. The Subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The Subcontractor shall also maintain on file and provide to ECODIT at the end of the subcontract, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are to be provided by the subcontractor.

A.2 DELIVERABLES

The Subcontractor shall be responsible for the following deliverables:

Deliverable 1: Mobilization and Implementation Plan

The Subcontractor shall develop and deliver a detailed Implementation Plan for review and approval by ECODIT prior to the start of work. The Implementation Plan shall include all the element identifies in Section A.1 of the Scope of Work.

The Subcontractor shall submit the Implementation Plan in electronic format to the emails highlighted above for review and approval. In the event that ECODIT finds deficiency with the Implementation Plan, the Subcontractor shall revise and resubmit until approval is obtained.

Deliverable 2: Review and Update of Final Design Documents

The subcontractor shall review, update, and perform a constructability review of the Final Design Documents, prepared by AMP Global Consultancy under Attachment C. The work shall be as described in Section A.1 of the Scope of Work.

Upon completion of the review process and prior to procuring any materials or starting field work, the subcontractor shall submit to ECODIT either a letter attesting that the information contained in the Final Design Documents is accurate and implementable, or a letter outlining the changes required to implement the project along with the revisions to the appropriate sections of the Design Documents, for review and approval. The revisions to the design documents shall be prepared using AutoCAD (release 2017 or newer) and submitted in electronic formats.

Deliverable 3: Kick-off Meeting

The Subcontractor shall participate in a kick-off meeting and site visit as described in Section A.1 of the Scope of Work. The Subcontractor shall summarize the comments generated during the meeting in a memorandum and incorporate them to the extent possible in the development of the design documents and the implementation for the project. The Subcontractor shall submit the memorandum in electronic (Microsoft Word) format to ECODIT for review and approval.

Deliverable 4: Site and Civil Works

The subcontractor shall be responsible for the preparation of the site where the proposed facilities will be installed. The subcontractor shall be responsible for the performance of all required surveys and tests, final clean-up and start-up.

The Subcontractor shall furnish all labor, tools, materials, equipment for the work associated with the rehabilitation of the Musaizi and Shiryakangwara irrigation schemes. All materials, equipment and fabricated components installed in the project shall be new and free of defect. The work includes but is not limited to demolition,

rehabilitation, backfill, compaction, masonry, and concrete works; miscellaneous mechanical and plumbing works, welding, installation of hardware and fixtures, assembly and installation of miscellaneous trims and finishes; painting and final cleanup; and all other appurtenances required for a complete and fully functional system.

All assembly and installation shall be performed by qualified technicians and as per the final design documents. The work shall also include the patching and repair of all existing items disturbed by the Subcontractor under this phase. The Subcontractor shall be responsible for the disposal, at an approved location, of all unsuitable material removed from the project area during installation of the works. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

Deliverable 5: Final Report and Record Drawings

The Subcontractor shall submit a Final Report summarizing the work associated with the demolition, design, procurement and installation for the rehabilitation of the Musaizi and Shiriyakangwara irrigation schemes. The Final Report shall include a copy of the final design documents, record drawings, progress reports, EMPR, quality control measures employed to ensure quality materials and workmanship, operation and maintenance manual (O&M Manual) for all the installed systems. The Final Report shall also include a certification from the subcontractor that the project was implemented as per the Design Documents and that the facilities are safe for the intended use. The Final Report shall be submitted upon the completion and acceptance of the installations, be in English and in Microsoft Word format.

During the implementation of the project, the Subcontractor shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the Subcontractor shall develop record drawings to accurately reflect 'as-built' conditions of the work associated with this project. The record drawings shall be prepared using AutoCAD (release 2017 or newer) and submitted through email. The record drawings must be delivered to ECODIT and found to be acceptable prior to final issuance of payment.

Deliverable 6: Environmental Compliance, Monthly Progress Reporting and Final Report

The Subcontractor shall be responsible for implementing and monitoring of an Environmental Mitigation Plan & Report (EMPR) in order to comply with USAID requirements for the USAID Zimbabwe Resilience ANCHORS Activity. The work shall include the monitoring and preparation of the evaluation reports during all phases of the project. On a monthly basis, the Subcontractor shall submit the evaluation report as per the format prescribed in the EMPR which is provided under Attachment E. The subcontractor shall also submit monthly progress reports as mandated by Article 7, below. A final report is also required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply. ECODIT, at its own discretion, reserves the right to modify these terms.

FIXED PRICE SUBCONTRACT
(Insert Subcontract Number)

Between

ECODIT Trust
Unit C, Delken Complex, Mt. Pleasant Business Park , Harare
Hereinafter referred to as “Contractor” or “ECODIT”

And

(insert name of Subcontractor)
(insert address of Subcontractor)

Hereinafter referred to as the Subcontractor

Under

(insert project name and contract number)

For

Rehabilitations of Musaizi and Shiryakangwara Irrigation Schemes

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Part 5	Clauses Incorporated by Reference

- Attachment 1: (TBD)
- Attachment 2: (TBD)
- Attachment 3: (TBD)

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified below and on any continuation sheets for the consideration stated herein.

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify ECODIT in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For
ECODIT Trust

For
(insert name of Subcontractor)

By:
Title:

By:
Title:

Date: _____

Date: _____

PART 1. GENERAL

ARTICLE 1. ACRONYMS AND DEFINITIONS

The following acronyms and definitions apply to this subcontract:

CFR	Code of Federal Regulations
COP	ECODIT Chief of Party
CSE	ECODIT Senior Engineer
PC	ECODIT Program Coordinator
FAR	Federal Acquisition Regulations
Subcontractor	Name of successful offeror
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
935	USAID Geographic Code 935, as defined in 22 CFR §228.03

ARTICLE 2. BACKGROUND AND PURPOSE

ECODIT Trust, under project Task Order No. 72061320F00003 under STARR II IDIQ No. 7200AA18D00022, is implementing the United States Agency for International Development (USAID)-financed) USAID Zimbabwe Resilience ANCHORS. The overarching purpose of the Resilience ANCHORS Activity is to increase the capacity of communities to sustainably protect and manage community-based natural resources and the wildlife economy (based on the conviction that nature is an economic asset) in anticipation of future shocks and stresses. The activity has three main objectives:

1. Improve economic benefits from strengthened community-level governance and oversight of conservation enterprises;
2. Increase sustainable access to supplies of water of sufficient quantity and quality to meet human, economic, and ecosystem needs; and
3. Strengthen locally-led development and private sector engagement.

The Activity will rehabilitate and develop water sources for multiple uses in Bikita to increase sustainable access to water supplies of sufficient quantity and quality to meet human, economic and ecosystem needs. Resilience ANCHORS will upgrade existing cash crop gardens in Bikita by installing fencing which will help to reduce deforestation, as currently communities are using bush shrubs and felled trees to fence these gardens. The fencing will also better protect the gardens from crop-raiding wildlife that crosses the shared boundary with SVC.

ARTICLE 3. SUBCONTRACT SCOPE OF WORK

TBD based on successful offeror's proposal.

ARTICLE 4. SUBCONTRACT FUNDING AND TYPE

ECODIT Trust, on behalf of USAID and in cooperation with the Government of Zimbabwe, is authorized to fund this subcontract under the authority of ECODIT Trust' prime USAID under project Task Order No. 72061320F00003 under STARR II IDIQ No. 7200AA18D00022 funded by the USG.

This is a firm fixed-price subcontract payable entirely in USD. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. ECODIT will not adjust the subcontract price due to fluctuations in currency exchange rates. ECODIT will only make changes in the subcontract price or time to complete due to changes made by ECODIT in the work to be performed, or by delays caused by ECODIT.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is <TBD>, and the completion date is <TBD>. The subcontractor shall submit the milestones set forth in Article 6 in accordance with the schedule stipulated therein.

ARTICLE 6. DELIVERABLE DUE DATES – UPON SUBCONTRACT AWARD

The Subcontractor shall receive compensation from ECODIT for services provided, in accordance with the schedule set forth below. *<to be completed based on offeror's proposal>*

Deliverables	Description	Due Date
1	Mobilization and Implementation Plan	TBD
2	Review and Update of Final Design Documents	TBD
3	Kick-off Meeting	TBD
4	Site and All Works	TBD
5	Final Report and Record Drawings	TBD
6	Environmental Compliance, Monthly Progress Reporting and Final Report	TBD

ARTICLE 7. PROGRESS REPORTS

In order to track the Subcontractor's progress under this subcontract, the Subcontractor shall be required to submit a progress report every weekly summarizing the Subcontractor's progress under each deliverable, observations resulting from weekly inspections (see Article 38), difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports and other matters related to this subcontract, including updates to the construction schedule. These weekly reports shall be submitted via email to ECODIT.

A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

ARTICLE 8. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between ECODIT and the Subcontractor. The Subcontractor, under this agreement, has complete charge of its personnel and any second tier subcontractors, if any and allowed, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

ARTICLE 9. AUTHORIZED REPRESENTATIVES

Any action, modification, notice, request, or consent required to be given or made pursuant to this subcontract must be in writing and may only be made by the authorized officials specified below or their designee:

For ECODIT:

NAME Director, Contracts, ECODIT Trust
NAME Ara Khachatryan

For Subcontractor:

TBD upon subcontract award

ARTICLE 10. REPORTING AND COMMUNICATIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Article 6 above, under the general supervision of the ECODIT USAID Zimbabwe Resilience ANCHORS Activity, Chief of Party, Jeremy Swanson, or his designee. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract. The Chief of Party will be responsible for monitoring the Subcontractor’s performance under this fixed price subcontract with the assistance of the following individuals:

Technical direction during the performance of the subcontract shall be provided by the ECODIT..... or his/her designee. The authorized..... for this subcontract is See Article 37 for further details.

Contractual guidance shall be provided by the ECODIT....., The Subcontractor shall address all contractual-related inquiries and correspondence to the

The Subcontractor shall submit all reports, deliverables, and invoices to the attention of both theand the

ARTICLE 11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Zimbabwe and its political

subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable U.S Government Federal Acquisition and USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Article 64, Clauses Incorporated by Reference.

The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that Subcontractor's employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to ECODIT and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements."

ARTICLE 12. GOVERNING LANGUAGE

The Subcontract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of this Subcontract.

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

ARTICLE 13. PRICE SCHEDULE

The Subcontractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this subcontract for the fixed price of *<to be completed based on offeror's proposal>*. This price shall include all licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

ARTICLE 14. PERFORMANCE GUARANTEE

Within 7 (seven) calendar days after execution of this subcontract, the Subcontractor shall deliver to ECODIT a performance guarantee in the amount of 10% of the subcontract amount in the form of an official bank guarantee. The bank guarantee shall be issued by a reputable bank licensed to do business in Zimbabwe. The format of the bank guarantee shall be as indicated in Attachment F. This Guarantee shall be valid equivalent to the defects liability period.

ARTICLE 15. PAYMENT SCHEDULE

As consideration for the delivery of all of the products and/or services stipulated in Article 3, ECODIT will pay the Subcontractor a total of *TBD upon subcontract award*. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 5 - Period of Performance. ECODIT will pay the total price through a series of installment payments. ECODIT will make each payment after Subcontractor's successful completion of the corresponding deliverable indicated in the following table:

Payment #	Description	Amount to be Paid
		TBD
		TBD
		TBD
		TBD
		TBD
		TBD

*Deliverable numbers and names refer to those fully described in Article.3, above.

ARTICLE 16. PAYMENT TERMS, RETENTION, LIQUIDATED DAMAGES AND DELAY PENALTIES

16.1 Payment Terms

ECODIT shall pay the Subcontractor the total fixed subcontract price as provided in Article 13 above. ECODIT will only pay and the Subcontractor may only submit invoices for payment for deliverables that have been accepted and approved by the *ECODIT Chief of Party*. ECODIT will pay the Subcontractor's invoice, less the retention amount as detailed below, within fourteen (14) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by ECODIT;
- b) the Subcontractor has delivered a proper invoice, in compliance with Article 17 below.

Payment will be made in USD. Approved payments will be made payable to the Subcontractor via bank transfer to the Subcontractor's authorized account:

- c) Account name: (INSERT Account name provided by the Subcontractor)
- d) Bank name: (INSERT Subcontractor's bank name)
- e) Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
- f) Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

Payment of unpaid balances will be paid upon completion and final acceptance of all works and deliverables by ECODIT. Any invoices for services rendered and deliverables submitted—but not accepted by ECODIT—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that ECODIT may approve the deliverables and thus the invoice.

16.2 Retention

10% shall be withheld from each progress payment as a retention amount. **50%** of the retention amount shall be released upon issuance of the Certificate of Substantial Completion in accordance

with Article 56 and the remaining **50%** shall be released after the issuance of the Certificate of Final Acceptance by ECODIT as described in Article 58 below.

16.3 Liquidated Damages

In accordance with FAR Clause 52.211-12 “Liquidated Damages” – Construction (SEPT 2000), if the Subcontractor fails to complete any deliverable as described in section B.4 within the time specified in the Subcontract, or within any extension granted in writing by ECODIT, the Subcontractor shall pay to ECODIT as liquidated damages, the sum of 10% of the contract amount.

16.4 Delay Penalties

If the Subcontractor fails to complete any deliverable as described in section B.4 within the time specified in the Subcontract, or within any extension granted in writing by ECODIT, the Subcontractor shall pay to ECODIT as delay damages, the sum of 0.10% of the total contractual amount for each working day of delay. The maximum amount of delay damages may not exceed 10% of the total contractual amount.

ARTICLE 17. INVOICE REQUIREMENTS

The Subcontractor shall present an invoice to ECODIT only for services and/or products that have been accepted by ECODIT. The invoice must be an original invoice, submitted to:

ECODIT Trust.
USAID Resilience Anchors Project Office
Unit C, Delken Complex, Mt. Pleasant Business Park
Harare
Zimbabwe

Attention: Jeremy Swanson, Chief of Party

To constitute a proper invoice, the Subcontractor’s invoice must include the following information and/or attached documentation. This information will assist ECODIT in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s).
3. Bank account information to which payment shall be sent and method of payment consistent with Article 16.1.
4. Subcontractor Certification, as described below:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that the invoice has been prepared from the books and records of the Subcontractor in accordance with the terms of Subcontract No. *<enter subcontract #>*, and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this subcontract, all ECODIT approvals have been obtained, and any appropriate refund to ECODIT will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of the applicable laws of Zimbabwe, and any applicable laws of the United States Government;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Signature of Authorized Representative)

(Title)

(Date)

ARTICLE 18. TAXES AND DUTIES

The services performed under this Subcontract are funded by the United States Government and shall, therefore, be liable for payment of any taxes, duties, fees, levies, and any other impositions for during the period of performance of this subcontract. The Subcontractor shall pay host country taxes, duties, levies, etc. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by ECODIT. The Subcontractor shall immediately notify ECODIT if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract.

Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 19. REPORTING OF FOREIGN TAXES

a. The Subcontractor must annually submit a report to ECODIT by April 1 of the next year.

b. Contents of Report. The report must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Subagreements. The Subcontractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

e. For further information see <http://www.state.gov/m/rm/c10443.htm>.

ARTICLE 20. INSURANCE COVERAGE

During the course of this subcontract, the Subcontractor shall carry and maintain insurance and show proof of coverage as required and prescribed by law, inclusive of the following:

1. General liability insurance as required by the Government of Zimbabwe, and any other applicable laws and as prescribed;
2. Professional liability insurance as required by the Government of Zimbabwe, and any other applicable laws and as prescribed;

3. Worker's compensation insurance covering each employee to the extent required by the Defense Base Act of the United States.
4. Insurance to cover any damages or destruction of works, for whatever cause;
5. Insurance coverage for equipment and tools used under this Subcontract;
6. All social insurance as required by applicable laws for all employees.

ARTICLE 21. SET-OFF CLAUSE

ECODIT reserves the right of set-off against amounts payable to Subcontractor under this subcontract or any other agreement the amount of any claim or refunds ECODIT may have against the Subcontractor.

ARTICLE 22. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

The Subcontractor waivers any additional benefits and agrees to defend, indemnify, and hold harmless ECODIT from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to ECODIT or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor's employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by ECODIT.

PART 3. GENERAL TERMS AND CONDITIONS

ARTICLE 23. AUTHORIZED USAID GEOGRAPHIC CODE

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

ARTICLE 24. INSPECTION AND ACCEPTANCE

ECODIT will inspect on at least a weekly basis the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all

supplies are of acceptable quality and standards. Inspection and acceptance will be carried out in accordance with Articles 55 through 58 below.

Neither ECODIT review, approval or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this Subcontract, and the Subcontractor shall be and will remain liable to ECODIT in accordance with applicable laws for all damages to ECODIT caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

ARTICLE 25. BRANDING POLICY

It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Marking of construction site(s) shall comply with the USAID Graphics Standard Manual available at www.usaid.gov/branding, or any successor branding policy. The Subcontractor may request specific guidance on marking requirements from ECODIT.

ARTICLE 26. INTELLECTUAL PROPERTY RIGHTS

a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless ECODIT and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor's obligation to defend, indemnify, and hold harmless ECODIT and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to ECODIT' Prime Contract for infringement of a U.S. patent and ECODIT and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that ECODIT, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Subcontract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to ECODIT pursuant to this Subcontract shall become the sole property of ECODIT.

ARTICLE 27. MODIFICATIONS

Modifications to the terms and conditions of this Subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties, and shall not be effective until the consent of USAID, if applicable, has been obtained. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

ARTICLE 28. CHANGES

In accordance with FAR Clause 52.243-4 Changes (JUN 2007) for fixed price construction subcontracts over the simplified acquisition threshold, or FAR clause 52.243-5 "Changes and Changed Conditions" (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold, ECODIT may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the ECODIT' Director of Contracts

ARTICLE 29. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on ECODIT, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that ECODIT shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by ECODIT on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold ECODIT harmless from all costs and expenses incurred by ECODIT in prosecuting or sponsoring any such appeal.

(c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(d) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

(e) *Limitations.* ECODIT' entire liability for claims arising from or related to this Subcontract will in no event exceed [subcontract value or other sum]. Except for indemnification obligations, neither the Subcontractor or ECODIT will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or

(ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

ARTICLE 30. FORCE MAJEURE

For the purposes of this subcontract, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either ECODIT or the Subcontractor—and which makes a Party’s performance of its obligations under the subcontract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

ARTICLE 31. TERMINATION

ECODIT reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-2, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984) for work below the simplified acquisition threshold , or 52.249-2 Alt I for work that is above the simplified acquisition threshold which is incorporated by reference in Article 64 herein.

In the event of a termination for convenience of this subcontract in whole or in part, the COP will deliver to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the subcontract (unless the notice directs otherwise), and (2) deliver to ECODIT all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process. ECODIT shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify ECODIT forthwith and ECODIT shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

ARTICLE 32. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying ECODIT of such potential conflict of interest and receiving ECODIT' written approval to undertake such activities.

ARTICLE 33. ENGAGING CHILD LABOR

ECODIT neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Zimbabwe labor law, the minimum age for full-time employment under this subcontract is eighteen years of age.

The Subcontractor shall remunerate employees and consultants employed under this fixed price subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform ECODIT in writing, within 24 hours, if it discovers that:

1. A child under the age of eighteen has been employed by the Subcontractor; or
2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of eighteen; or
3. An individual under the age of eighteen has been employed in hazardous work by the Subcontractor; or
4. The Subcontractor, or an employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of eighteen years for hazardous work.

In the event that ECODIT discovers any violations of the provision above, ECODIT may unilaterally terminate the Subcontract for default. Failure to comply with the provision above may result in termination of the Subcontract for default by ECODIT. ECODIT may request refunds of any amounts paid for child labor in violation of this provision.

ARTICLE 34. ANTI-KICKBACK (CORRUPTION)

The following definitions apply to this clause:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ECODIT, the USAID Zimbabwe Resilience ANCHORS office or any of its employees, the Subcontractor or Subcontractor employees, or subcontractors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or

- rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the subcontract price charged by the Subcontractor to ECODIT.

When the Subcontractor has reasonable grounds to believe that a violation described in the above paragraph may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to ECODIT, who shall forward the report to the USAID Inspector General for investigation. The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in the paragraph above.

ECODIT may offset the amount of the kickback against any monies owed by ECODIT under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

ARTICLE 35. TERRORIST FINANCING PROHIBITION

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this subcontract.

ARTICLE 36. SECURITY

Security in Zimbabwe remains tenuous. Security for the Subcontractor's personnel, equipment, and offices shall be the responsibility of the Subcontractor. The Subcontractor shall assess the security situation in relation to the scope of work of this subcontract and institute appropriate measures to address any security threats. If security factors are expected to disrupt implementation of this subcontract or to cause delay in attaining established targets, it is the Subcontractor's responsibility to immediately notify the ECODIT COP.

PART 4. SPECIAL TERMS AND CONDITIONS

ARTICLE 37. TECHNICAL DIRECTION

The following terms and conditions apply to any technical direction under this subcontract:

- (a) "Technical direction" is defined to include:

- (1) Written directions to the Subcontractor which provide details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Article 3.
- (b) The **Project Manager and or designate** is authorized by the USAID Resilience ANCHORS COP to take any or all of the following actions:
- (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.
 - (3) Perform acceptance-related activities and verification for ECODIT.
 - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "ECODIT USAID Resilience ANCHORS Technical Advisor" with a copy furnished to the ECODIT USAID Resilience ANCHORS Contracts Director.
 - (5) Issue written interpretations of technical requirements of ECODIT drawings, designs, and specifications.
 - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the COP incidents of faulty or nonconforming work, delays or problems.
- (c) The ECODIT Project Manager is not empowered to award, agree to, or sign any subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by ECODIT. The Project Manager may not take any action which may impact on the subcontract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the COP and/or ECODIT Director of Contracts, in consultation with the Project Manager.
- (d) The Project Manager is required to meet as appropriate with the Subcontractor and the Subcontracts and Procurement Specialist concerning performance of items delivered under this subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Contracts Director.
- (e) In the absence of the designated **Project Manager**, the **ECODIT COP** can designate someone to serve as **Technical Lead** in his/her place. However, such action to direct an individual to act in the place shall immediately be communicated to the Subcontractor.
- (f) Contractual problems, of any nature, that may arise during the life of the subcontract must be handled in conformance with the subcontract and specific public laws and regulations. The Subcontractor , shall bring all contracting problems to the immediate attention of the USAID Resilience ANCHORS COP and Contract Director. Only the ECODIT Director of Contracts is authorized to formally resolve such problems and is responsible for resolving legal issues,

determining subcontract scope and interpreting subcontract terms and conditions. The ECODIT Director of Contracts is the sole authority authorized to approve changes in any of the requirements under this subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the ECODIT Director of Contracts, the change will be considered to have been made without authority.

- (g) Failure by the Subcontractor to report to the COP or the designate any action by ECODIT considered to a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

ARTICLE 38. WORKMANSHIP AND QUALITY CONTROL BY SUBCONTRACTOR

All construction work provided by the Subcontractor shall comply with the Government of Zimbabwe Codes and Standards for construction pertinent to this work. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Assurance Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the subcontract. The Subcontractor shall photograph (dated) construction operations daily. Items to be photographed are to include rehabilitations, placement of reinforcements, concrete placement including vibrations, slump tests, placement of pads and other critical areas. The Subcontractor shall provide copies of the weekly inspection reports and photographs to the [ECODIT Project Manager](#).

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the COP or [designate](#).

ARTICLE 39. ANTIQUITIES

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify ECODIT of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. ECODIT shall then consult with the appropriate authorities, and advise the subcontractor of the proper course of action. The subcontractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or artifact.

ARTICLE 40. DIFFERING SITE CONDITIONS

In accordance with FAR Clause 52.236-2 “Differing Site Conditions” (APR 1984), the subcontractor shall promptly give a written notice ECODIT of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this subcontract, (2) unknown physical conditions at

the site that differ materially from those indicated in this subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this subcontract.

No request by the subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the Subcontractor has given the required written notice.

No request by the subcontractor for an equitable adjustment to the subcontract for unexpected site conditions shall be considered by ECODIT if made after final payment under this subcontract.

ARTICLE 41. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

In accordance with FAR Clause 52.236-3 "Site Investigation and Conditions Affecting the Work" (APR 1984), the Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertained from an inspection of the site. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to ECODIT. ECODIT assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by ECODIT.

ARTICLE 42. MATERIAL AND WORKMANSHIP

In accordance with FAR Clause 52.236-5 "Material and Workmanship" (APR 1984), all equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the ECODIT Project Manager, is equal to that named in the specifications, unless otherwise specifically provided for in this Subcontract.

The Subcontractor shall perform all work under this subcontract in a skillful and workmanlike manner. ECODIT reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

ARTICLE 43. SUPERINTENDENCE BY THE SUBCONTRACTOR

In accordance with FAR Clause 52.236-6 "Superintendence by the Contractor" (APR 1984), at all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by ECODIT. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized ECODIT personnel.

ARTICLE 44. PERMITS AND RESPONSIBILITIES

In accordance with FAR Clause 52.236-7 "Permits and Responsibilities" (NOV 1991), the Subcontractor shall, without additional expense to ECODIT, be responsible for obtaining any necessary licenses and permits, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor's fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the subcontract.

ARTICLE 45. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

In accordance with FAR Clause 52.236-9 "Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements" (APR 1984), the Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, ECODIT may have the necessary work performed and charge the cost to the Subcontractor.

ARTICLE 46. OPERATIONS AND STORAGE AREAS

In accordance with FAR Clause 52.236-10 "Operations and Storage Areas" (APR 1984), temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the Chief of Party and shall be built with labor and materials furnished by the Subcontractor without expense to ECODIT. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges, or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

ARTICLE 47. USE AND POSSESSION PRIOR TO COMPLETION

In accordance with FAR Clause 52.236-11 "Use and Possession Prior to Completion" (APR 1984), ECODIT shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, ECODIT shall furnish the Subcontractor

a list of items of work remaining to be performed or corrected on those portions of the work that ECODIT intends to take possession of or use. However, failure of ECODIT to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Possession or use by ECODIT shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While ECODIT has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from ECODIT' possession or use, notwithstanding the terms of Article 44, "Permits and Responsibilities."

ARTICLE 48. CLEANING UP

In accordance with FAR Clause 52.236-12 "Cleaning Up" (APR 1984), the Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of ECODIT. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the ECODIT Project Manager.

ARTICLE 49. ACCIDENT PREVENTION

In accordance with FAR Clause 52.236-13 "Accident Prevention" (NOV 1991), the Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor's personnel, property, materials, supplies, and equipment exposed to Subcontractor's operations and activities; (2) avoid interruptions in ECODIT operations, and avoid delays in project completion dates; and, (3) control costs in the performance of this subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

ARTICLE 50. AVAILABILITY AND USE OF UTILITY SERVICES

In accordance with FAR Clause 52.236-14 "Availability and Use of Utility Services" (APR 1984), the Subcontractor, at its expense and in a workmanlike manner and to the satisfaction of the Project Manager, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by ECODIT, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 51. SCHEDULES FOR CONSTRUCTION SUBCONTRACTS

In accordance with FAR Clause 52.236-15 "Schedules for Construction Contracts" (APR 1984), the Subcontractor, shall, within five days after the effective date of the Subcontract or another period of time determined by the, prepare and submit for approval to the..... three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable

scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, ECODIT may withhold approval of progress payments until the Subcontractor submits the required schedule.

If, in the opinion of the ECODIT the Programs Coordinator, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, without additional cost to ECODIT. In such circumstances, the ECODIT may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit schedules in chart form as the Programs Coordinator deems necessary to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified period of performance of the subcontract.

Failure of the Subcontractor to comply with the requirements of the Programs Coordinator under this clause shall be grounds for a determination by the Programs Coordinator that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the period of performance specified in the subcontract. Upon making this determination, ECODIT may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.

ARTICLE 52. QUANTITY SURVEYS

In accordance with FAR Clause 52.236-16 "Quantity Surveys (ALT I)" (APR 1984), quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place. ECODIT reserves the right to conduct such surveys. However, it is required that the Subcontractor conduct the original and final surveys and surveys for any periods for which progress payments are requested.

ARTICLE 53. LAYOUT OF WORK

In accordance with FAR Clause 52.236-17 "Layout of Work" (APR 1984), the subcontractor shall lay out its work from ECODIT established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Project Manager and or designate. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Project Manager and or designate until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the Project Manager and or designate, the Subcontractor will replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

ARTICLE 54. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

In accordance with FAR Clause 52.236-21 "Specifications and Drawings for Construction" (APR 1984), the Construction Contractor shall keep a copy of the drawings and specifications on the work site and shall give the Project Manager and or designate access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In the case of difference between drawings and specifications, the specifications shall govern. In the case of discrepancy in

the figures, in the drawings, or in the specifications, the specifications shall govern. In the case of discrepancy in the figures, the matter shall be promptly submitted to Project Manager and or designate, who shall promptly make a determination in writing. Any adjustment by the Construction Contractor without such a determination shall be at its own risk and expense. ECODIT shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

ARTICLE 55. EXCUSABLE DELAYS

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the construction schedule and activities and may require a time extension to the subcontract.

Pursuant to FAR 52.249-14, ECODIT may consider a time extension due to excusable delays under the following circumstances:

(a) Except for defaults of lower-tier subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless —

- (1) The lower-tier subcontracted supplies or services were obtainable from other sources;
- (2) ECODIT ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- (3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, ECODIT shall ascertain the facts and extent of the failure. If ECODIT determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of ECODIT under the termination clause of this subcontract.

ARTICLE 56. REMEDIAL WORK

The Project Manager or his authorized representative, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by the Project Manager not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the Project Manager may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

ARTICLE 57. SUBSTANTIAL COMPLETION

"Substantial Completion" means the stage in the progress of the work as determined and certified by the COP in writing to the Subcontractor, in which the work (or a portion designated by ECODIT) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the COP or authorized ECODIT representative as of which substantial completion of the work has been achieved.

ECODIT shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the [Project Manager](#) or an authorized ECODIT representative (including any required tests), the COP shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Schedule of Defects" listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the COP to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. ECODIT' possession or use upon substantial completion shall not be deemed an acceptance of any work under the subcontract.

ARTICLE 58. CORRECTION OF DEFECTS

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 90 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The COP shall give notice to the Subcontractor of any defects before the end of the defects liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by ECODIT, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period and which arises from, either:

- any defective materials, workmanship or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the COP's notice. If the Subcontractor has not corrected a defect within the time specified in the COP's notice, the COP will assess the cost of having the defect corrected, and the Subcontractor will pay this amount.

ARTICLE 59. FINAL COMPLETION AND ACCEPTANCE

"Final completion and acceptance" means the stage in the progress of the work as determined by the COP and confirmed in writing to the Subcontractor, at which all work required under the subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."

The "date of final completion and acceptance" means the date determined by the COP when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principle place of performance or at any other location where the services are performed and reports and deliverables are produced or submitted. The **Programs Coordinator** listed in Article 10 has been delegated authority to inspect and accept all services, reports, and required deliverables.

The Subcontractor shall give the COP at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the COP determines that the work is not ready for final inspection and so informs the Subcontractor.

If the COP is satisfied that the work under the subcontract is complete (with the exception of continuing obligations), the COP shall issue to the Subcontractor a "Certificate of Final Acceptance" and make final payment upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the COP in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

ARTICLE 60. KEY PERSONNEL

The following personnel have been designated as key under this subcontract key personnel and are considered to be essential to the work being performed there under. Prior to diverting any of these individuals to other duties, the Subcontractor shall notify ECODIT reasonably in advance and shall submit a justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on the subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of ECODIT.

The following positions are considered key personnel under this subcontract:

<u>Title</u>	<u>Name</u>
<i>TBD upon award</i>	

ARTICLE 61. OTHER INSURANCE REQUIREMENTS

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force,

on all its operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to ECODIT. Upon request from ECODIT, the Subcontractor shall furnish ECODIT with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to ECODIT. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of ECODIT.

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by ECODIT under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by ECODIT a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

Pursuant to the clause of this subcontract entitled "Insurance Liability to Third Persons" (AIDAR

752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. ECODIT will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this subcontract. The USAID Contracting Officer through ECODIT will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by ECODIT.

(ii) The USAID Mission Director through ECODIT, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by subcontractor employees overseas.

ARTICLE 62. SECURITY

(a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) Access to ECODIT' Facilities – Security Requirements

Subcontractor's access to property under ECODIT' control is subject to compliance with ECODIT' security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to ECODIT' facilities. When present on ECODIT' property, or when ECODIT is providing transportation, the Subcontractor agrees that its employees will comply with ECODIT' security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with ECODIT to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by ECODIT personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to ECODIT Chief of Party or his/her designee.

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum,(a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

**ARTICLE 63. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION, FAR 52.204-10**

As required by the referenced FAR, the Subcontractor must complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBAWARD
REPORTING QUESTIONNAIRE AND CERTIFICATION**

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the information in this form is required to be reported by prime contractors through FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" for subawards valued at \$30,000 and greater in the FFATA Subcontract Reporting System (FSRS.gov). **As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more. Please review the Subcontractor Data included herein for accuracy and note any adjustments necessary. The Subcontractor is exempted from the FSRS.gov reporting in the case of a positive response to Section A.**

Prime Contract

Insert Prime Contract Name

Insert Prime Contract Number/Task Order Number

Subcontractor Data

Insert Subcontractor Name

Insert Subcontractor AddressLine1

Insert Subcontractor AddressLine2

Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other

Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country

Subcontract Number: INSERT SUBCONTRACT NUMBER

Start Date: INSERT SUBCONTRACT START DATE

Subcontract Value: INSERT SUBCONTRACT VALUE

A. In the previous tax year, was your company's gross income from all sources **under** \$300,000?

Yes No

B. If "No", please provide the below information and answer the remaining questions.

(i) Subcontractor UEI Number: Insert UEI on record

(ii) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

(iii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:

Yes No

(iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?

Yes No

(v) If you have indicated "Yes" for paragraph (ii) **and** "No" for paragraph (iii) and (iv) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

1. Name: _____
Amount: _____

2. Name: _____
Amount: _____
3. Name: _____
Amount: _____
4. Name: _____
Amount: _____
5. Name: _____
Amount: _____

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

Signature and Title (required)

Date

*"Total compensation" means the cash and noncash dollar value earned by the executive during the Subcontractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**"Executive" means officers, managing partners, or any other employees in management positions.

PART 5. CLAUSES INCORPORATED BY REFERENCE

ARTICLE 64. CLAUSES INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far/> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to ECODIT for any specifications or documentation required of ECODIT under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from ECODIT.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "ECODIT," and references to "the Contractor" may refer to the "Subcontractor."

Federal Acquisitions Regulation (FAR) Clauses

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (MAY 1997)
52.203-12	LIMITATION OF PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.203-13	CONTRACTOR CODE OF ETHICS AND CONDUCT (OCT 2015)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (7/13)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (10/15)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)

52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.223-6	DRUG FREE WORKPLACE (JAN 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB, 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-9	REFUND OF ROYALTIES (APR 1984)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (ALT I) (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)
52.242-15	STOP-WORK ORDER (APR 1984)
52.243-4	CHANGES (JUN 2007) (for fixed price construction subcontracts over the simplified acquisition threshold)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984) (for fixed price construction subcontracts under the simplified acquisition threshold)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold)
52.249-2 Alt I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) ALT I (for fixed price construction subcontracts over the simplified acquisition threshold)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

Agency for International Development Acquisitions Regulation (AIDAR) Clauses

AIDAR CLAUSE NUMBER	TITLE AND YEAR
752.202 Alt.70 and Alt.72	DEFINITIONS ALT. 70/ALT.72 (JANUARY, 1990)
752.211-70	LANGUAGE AND MEASUREMENT (JUNE, 1992)
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEBRUARY, 2007)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9	CARGO INSURANCE
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)
752.7009	MARKING (JANUARY, 1993)
752.7025	APPROVALS (APRIL, 1984)
752.7027	PERSONNEL (DECEMBER, 1990)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION (JANUARY, 1990)
752.7033	PHYSICAL FITNESS (JULY, 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DECEMBER, 1991)

ATTACHMENT A: LETTER OF TRANSMITTAL

The following letter must be completed and submitted with any offer:

Date: _____ *(insert date)* _____

To:

USAID Zimbabwe Resilience ANCHORS Activity Office
Block C, Delken Complex
Mt Pleasant Business Park
Harare

Attention: **Contracts Director, Ara Khachatryan**

RE: Letter of Transmittal, RFP No. 2024-WOR-001

(insert name of company) _____ hereby proposes the attached offer to perform all work required for the **Rehabilitations of Musaizi and Shiryakangwara irrigation schemes as described in the above referenced RFP**. Please find attached our detailed Technical Proposal (including past performance information and required certifications) and Financial Proposal, as called for in the RFP.

We hereby acknowledge and agree to all of the terms and conditions, special provisions, and instructions included in the above referenced RFP. We further certify that *(insert name of company)* _____, as a firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B: REQUIRED CERTIFICATIONS

The following certifications must be completed and submitted in the Technical Offer of any proposal.

ATTACHMENT B-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, PER FAR 52.203-2 (APR 1985)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-2: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the ECODIT Chief of Party; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-3: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)

_____ (*insert name of company*) _____ (hereinafter called the "offeror")

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting subcontract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign Government;
 - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

insert name of company

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, PER FAR 52.209-5 (DEC 2001)

_____ (*insert name of company*) _____ (hereinafter called the "offeror")

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) subcontract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the ECODIT Chief of Party if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the ECODIT Chief of Party may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the ECODIT Chief of Party or Director of Contracts may terminate the subcontract resulting from this solicitation for default.

_____ *insert name of company* _____
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS, PER FAR 52.222-18 (FEB 2001)

Pursuant to FAR 52.222-18 (Feb 2001), federal contractors who supply products on the Current List of Products and Countries on Executive Order (EO) 13126, published by the Department of Labor must certify that they have made a good faith effort to determine whether forced or indentured child labor was used to produce the items listed. The Current List of Products and Countries on EO 13126 is included on the next page as Attachment B-5a.

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a subcontract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Subcontractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. ECODIT will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

_____ (*insert name of company*)

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5A: Current List of Products and Countries on EO 13126 List

The current list of products was published in 2022 Federal Register and includes the following:

Country	Good
Afghanistan	Bricks
Argentina	Garments
Bangladesh	Dried Fish
Benin	Cotton
Bolivia	Brazil Nuts / Chestnuts
Bolivia	Sugarcane
Burkina Faso	Cotton
Burkina Faso	Gold
Burma	Bamboo
Burma	Beans
Burma	Bricks
Burma	Rice
Burma	Rubber
Burma	Sugarcane
Burma	Teak
Cambodia	Bricks
China	Bricks
China	Cotton
China	Electronics
China	Toys
Colombia	Coca
Cote D'Ivoire	Cocoa
Cote D'Ivoire	Coffee
Democratic Republic of the Congo	Cassiterite (tin ore)
Democratic Republic of the Congo	Coltan (tantalum ore)
Democratic Republic of the Congo	Gold
Democratic Republic of the Congo	Wolframite (tungsten ore)
Ethiopia	Textiles
Ghana	Fish (Including Talapia)
India	Bricks
India	Cottonseed (Hybrid)
India	Embellished Textiles
India	Garments
India	Rice

Source: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>

ATTACHMENT B-6: EVIDENCE OF RESPONSIBILITY STATEMENT

_____ (*insert name of company*) _____ (hereinafter called the "offeror")

The offeror hereby certifies the following:

1. Authorized Negotiators

The Company Name proposal in response to RFP No. 2024-WOR-001 may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.2024-WOR-001.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Company Name's record of integrity is outstanding. Company Name has no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal.

5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the subcontract type.)

6. Equipment and Facilities

(Offeror should state they have necessary facilities and equipment to carry out the subcontract.)

7. Eligibility to Receive Award

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their UEI number here as well, if applicable.)

8. Commodity Procurement

Not applicable to this RFP.

9. Cognizant Government Audit Agency

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

10. Acceptability of Subcontract Terms and Conditions

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

11. Organization of Firm

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B-7: 52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MARCH 2, 2015)

*This certification is required for all subcontracts including purchase orders that: 1. are for supplies, other than commercially available off-the-shelf items (COTS) to be acquired outside the United States, or services to be performed outside the United States, and 2. have an estimated value that exceeds \$500,000. The certification requires subcontractors to certify **before award and annually** that they are in compliance with the terms and conditions under FAR 52.222-50, and have an anti-trafficking compliance plan in place as required by the FAR clause.*

The Offeror/Subcontractor Certifies that:

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons;
- (2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
 - a. An awareness program to inform subcontractor employees about the Government's policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
 - b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror's/Subcontractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform ECODIT immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.

(4) After having conducted due diligence, either—

(i) To the best of the Offeror's/Subcontractor's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,

(ii) If abuses relating to any of the prohibited activities identified in 52.222- 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO ECODIT

Company Name _____

Signature _____ Printed Name _____

Title _____ Date _____

NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.

ATTACHMENT C: FINAL CONSTRUCTION DRAWINGS

(see attached)

ATTACHMENT D: BILL OF QUANTITIES

(see attached)

ATTACHMENT E-01: TEMPLATE OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To:

USAID Zimbabwe Resilience ANCHORS Activity Office
Block C, Delken Complex
Mt Pleasant Business Park
Harare.

REF: Subcontract No. [subcontract number]

Whereas [name of subcontractor], [address of subcontractor] (hereinafter called “the Subcontractor”) has undertaken, in pursuance of Subcontract No. [subcontract number] dated [date of subcontract] to execute [subcontract number], for Solarised borehole water supply to village 25 and rehabilitations of Musaizi and Shiriyakangwara irrigation schemes, Bikita, Zimbabwe (hereinafter called “the Subcontract”);

And whereas it has been stipulated by you in the said Subcontract that the Subcontractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Subcontract;

And whereas we have agreed to give the Subcontractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Subcontractor, up to a total of [*amount of Guarantee*] [*amount in words*], such sum being payable in the types and proportions of currencies in which the Subcontract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Subcontractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Subcontract or of the Works to be performed there under or of any of the Subcontract documents which may be made between you and the Subcontractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

ATTACHMENT E-02: TEMPLATE OF BID SECURITY

Tender Security (Bank Guarantee)

Whereas, [name of Offeror] (hereinafter called “the Offeror”) has submitted his Tender dated [date] for Solarised borehole water supply to village 25 and rehabilitations of Musaizi and Shiryakangwara irrigation schemes, Bikita, Zimbabwe (hereinafter called “the Tender”).

Know all people by these presents that We [name of Bank] of [name of country] having our registered office at [address] (hereinafter called “the Bank”) are bound unto ECODIT Trust in the sum of Two Thousand United States Dollars (USD2,000.00) for which payment well and truly to be made to the said Contractor, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year]. The conditions of this obligation are:

(1) If, after Tender opening, the Offeror withdraws his Tender during the period of Tender validity specified in the Form of Tender; or

(2) If the Offeror having been notified of the acceptance of his Tender by the ECODIT Trust the period of Tender validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Offerors, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Offerors; or

we undertake to pay to the ECODIT Trust up to the above amount upon receipt of his first written demand, without the ECODIT Trust having to substantiate his demand, provided that in his demand the ECODIT Trust will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to 90 days after the deadline for submission of Offers as such deadline is stated in the Instructions to Offerors or as it may be extended by the ECODIT Trust, notice of which extension(s) to the Bank is hereby waived.

Date _____ Signature of _____ the _____ Bank
_____ Witness _____
_____ Seal _____

[signature, name, and address]