**Standard Procurement Documents**

**Request for Proposals**

**Selection of Consultant for Small Consulting Services**

*[This document may be used for the selection of both individual consultants and consulting firms for contracts of less than 50 000 euros. However, the shortlist should not mix firms and individuals.]*

**Agence Française de Développement**



**February 2024**

|  |
| --- |
| **Revision dated February 2024 :**  This revision dated February 2024 replaces the previous one (February 2017) by introducing two options to adjust the content of the Statement of Integrity, Eligibility and Environmental and Social Responsibility.  The implementation of these options follows the release in February 2024 of a new version of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries. This revision modifies the expectations regarding the content of the Statement of Integrity. As a result:   * For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, Option A should be selected in these three sections (maintaining the provisions of February 2017 version); * For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, Option B should be chosen in these three sections (implementing new provisions). |

# Letter of Invitation

*[insert: Location and Date]*

*[Insert: Name and Address of Consultant]*

Dear Mr./Ms.:

1. The *[insert: Name of Client]* (hereinafter called “Client”) *[select: has received or has applied for]* financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of *[insert: name of Project]*. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

2. The *[insert: name of Client]* now invites proposals from a short list of consultants to provide the following consulting Services: *[insert: name of consulting Services]*. More details on the Services are provided in the Terms of Reference (TOR).

3. A Consultant shall be selected under the selection method based on quality (mostly Consultant’s qualifications). The candidate’s experience in *[specify experience requirements: experience of similar contracts in nature and/or size, experience with the Client, in the Client’s country…]* and his knowledge/skills in *[specify required skills: technical expertise, language command, knowledge of international development agencies…]* shall be a critical criterion in the selection. *[You may insert “*The maximum budget for those Services is …. Euros*”]*

4. This Request for Proposals includes the following documents:

* This Letter of Invitation;
* The letter of Submission of the Proposal;
* Technical Proposal;
* Financial Proposal;
* Terms of Reference;
* Standard Form of Contract.

5. Please inform us upon receipt:

###### (a) That you received the Request for Proposals; and

###### (b) Whether you will submit a proposal or not.

6. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal (including curriculum vitae (CV)), a Financial Proposal net of taxes and the signed Statement of Integrity, and must be received at the following address *[insert email address]* by *[insert date and time]*. If necessary, you may request any clarifications by sending an email to the same email address.

Yours sincerely,

*[Insert: Signature, name, and title of Client’s representative]*

# Proposal Submission Form

*[Location, Date]*

To: *[Name and address of Client]*

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for *[Insert title of the Services]* as a Consultant in accordance with your Request for Proposal dated [*Insert Date*] and my attached Technical Proposal.

My Financial Proposal is for the amount of *[Insert amount(s) in words and figures]*. This amount is exclusive of all taxes in the Country of the Client, and inclusive of taxes in any other country.

I understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name of the Consultant:

Signature of the Consultant:

Address:

# Technical Proposal

# Methodology and Work Plan to Perform the Services

*[if no methodology is requested, delete the following text except the CV to be submitted]*

*The recommended outline of your Technical Proposal (3 pages maximum, inclusive of charts and diagrams) is as follows:*

*a) Methodology. Specify your understanding of the objectives of the Services, your methodology for carrying out the activities and meeting the expected outputs that shall be detailed. Issues to be addressed and their consequences shall be highlighted, and the methodology to tackle them shall be provided.*

*b) Work Plan. Specify the nature and duration of each activity of the Services, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should evidence clear understanding of the TORs and ability to translate them into a realistic working plan. A list of the final documents, including reports to be delivered as final output, should be included here.*

# Expert’s Curriculum Vitae (CV)

*Detailed and up-to-date CV(s) shall be provided.*

# Financial Proposal

|  |  |  |  |
| --- | --- | --- | --- |
|  | *Unit price:* | *quantity* | *Total (tax excluded)* |
| *Remuneration* | *(fee net of taxes per day)* | *(to be specified by the Client)* |  |
| *Other expenses:*  *Per diem*  *Flight tickets*  *Hotel…*  *(specify list of items)* | *(for each item specify if Lump sum or reimbursable)* | *(to be specified by the Client)* |  |

Conditions for payment eligibility and price inclusions are:

*[Specify for each item the conditions for payment eligibility and the price inclusions: maximum hotel nightly rate allowed if reimbursable, train or flight passenger class and maximum travel cost if reimbursable, list of price inclusion in per diem rate such as local transport expenses, communications costs…]*

Consultant’s signature:

Address:

# Terms of Reference

*[Terms of Reference usually comprise the following sections: (a) Background, (b) Objectives, (c) Scope of the Services, (d) Training (when appropriate), (e) Reports and Time Schedule, and (f) Data, local Services, personnel, and facilities to be provided by the Client.]*

# Standard Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address];* Telephone*:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**BACKGROUND**

The Agence Française de Développement (the “AFD”) and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]* (the “Project”).

The Client requires the Consultant to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (i) The Consultant shall perform the Services and submit the reports specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).  (ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”. |
| **2. Contract Period** | The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.  B. Payment modalities  The payment schedule and conditions are specified in Annex C.  Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:  Bank account number:  Bank account’s name: |
| **4. Contract Administration** | A. Coordinator  The Client designates Mr./Ms. *[insert name]* as Client’s Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.  B. Reports  The reports listed in Annex A, “Terms of Reference and Scope of Services” shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3. |
| **5. Perform­ance Standard** | The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards. |
| **6. Confidenti­ality** | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client. |
| **7. Ownership of Material** | Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| **8. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or closely related to the Services. |
| **9. Insurance** | The Consultant will be responsible for subscribing to an appropriate insurance coverage. |
| **10. Assignment** | The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent. |
| **11. Law Governing Contract and Language** | The Contract shall be governed by the laws of *[insert country of the Client]*, and the language of the Contract shall be the English language*.* |
| **12. Termination** | The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The termination shall be preceded by a 30 days’ notice. |
| **13. Dispute Resolution** | Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. |
| **14. Declaration of Integrity** | The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D. |
| **15. Consultant’s Status** | If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract. |

FOR THE CLIENT FOR THE CONSULTANT

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ANNEX A - Terms of Reference and Scope of the Services

1. Background and justification of the Services;
2. Objectives of the Services;
3. Scope of the Services;
4. Reports to be submitted by the Consultant;
5. Consultant’s required profile;
6. Time schedule of the Consultant Services.

# ANNEX B - Consultant's Technical Proposal

*[Insert here the Consultant’s methodology and CV(s).]*

# ANNEX C - Payment Schedule and Modalities

*[The following is provided as a sample provision. The payment schedule should be prepared specifically for each contract. Any tax obligations of the Consultant in the Country of the Client should be indicated explicitly.]*

*[Insert:* The Contract is a lump-sum contract *or* The Contract is a unit price contract time-based remunerated*]*

*[Insert here the Financial Proposal table resulting from price negotiation with the Consultant]*

|  |  |  |  |
| --- | --- | --- | --- |
|  | *Unit Price* | *Quantity* | *Total (tax excluded)* |
| *Remuneration* | *(fee net of taxes per day)* | *(to be specified by the Client)* |  |
| *Other expenses:*  *Per diem*  *Flight tickets*  *Hotel…*  *(specify list of items)* | *(for each item specify if Lump sum or reimbursable)* | *(to be specified by the Client)* |  |

Conditions for payment eligibility and price inclusions are:

*[Specify for each item the conditions for payment eligibility and the price inclusions: maximum hotel nightly rate allowed if reimbursable, train or flight passenger class and maximum travel cost if reimbursable, list of price inclusion in per diem rate such as local transport expenses, communications costs…]*

Payment schedule:

(a) … % of the Contract Price shall be paid upon signing of the Contract.

(b) … % of the Contract Price shall be paid upon submission of the reports a, b, c and d.

(c) … % of the Contract Price shall be paid upon submission of the reports x, y and z.

(d) … % of the Contract Price shall be paid upon approval of the final report.

*[If the Contract provides for monthly payments, this annex must indicate the amount to be paid each month, as well as the report to be prepared by the consultant in relation to the Services specified in the Terms of Reference]*

*[In case of reimbursables, add the following sentence:*

For reimbursables, material evidence of payment shall be attached to the invoice. Payment shall not exceed the maximum amount specified in the Contract.*]*

# ANNEX D - Statement of Integrity, Eligibility and Environmental and Social Responsibility

*[The content of the Statement if Integrity, Eligibility and Environmental and Social Responsibility depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, the Contracting Authority will select the content of OPTION A and remove the OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, the Contracting Authority will select the content of OPTION B and remove the OPTION A. ]*

*[****OPTION A – Version of the Statement of Integrity to be inserted for any Contract financed with an AFD Financing Agreement signed before the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION B below)*

Reference name of the bid or proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The "**Contract**")

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

c. convicted within the past five years by a court decision, which has the force of *res judicata,* of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

1. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

1. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[1]](#footnote-1):

Signature: Dated:

*End of OPTION A]*

*[****OPTION B – Version of the Statement of Integrity to be inserted for any Contract financed with an AFD Financing Agreement signed on or after the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION A above)*

Reference name of the Bid/Proposal/Contract signed[[2]](#footnote-2) (the **“Contract”**)

To: (the **“Contracting Authority”**)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,[[3]](#footnote-3) nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:

2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;

2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[4]](#footnote-4) having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

1. Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
2. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
3. Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[[5]](#footnote-5) (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

1. We hereby certify that neither we, nor any party acting on our behalf[[6]](#footnote-6), nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
   1. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   2. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   3. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
2. We hereby certify that neither we, nor any party acting on our behalf,2 nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

4.2 Having business or family relations with a member of the Contracting Authority’s services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

1. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
2. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.[[7]](#footnote-7)

6.2 Neither we, nor or any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

1. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,2 any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

1. We, any party acting on our behalf,2 the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
2. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Purpose** | **Amount (indicate the currency)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(\*): If no amount has been paid or is to be paid, indicate “None”.

1. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of:[[8]](#footnote-8)

Signature:

Dated:

*End of OPTION B]*

1. In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant. [↑](#footnote-ref-1)
2. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-2)
3. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not). [↑](#footnote-ref-3)
4. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings. [↑](#footnote-ref-4)
5. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-5)
6. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not). [↑](#footnote-ref-6)
7. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-7)
8. In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant. [↑](#footnote-ref-8)