



# REQUEST FOR QUOTATION (RFQ)

## FOR SERVICES

<b>Project Title:</b>	Pacific Organic Learning Farm Network Project
<b>Nature of the services</b>	Nauru In-Country Coordinator- POLFN Project
<b>Location:</b>	Nauru
<b>Date of issue:</b>	26/05/2023
<b>Closing Date:</b>	11/06/2023
<b>SPC Reference:</b>	RFQ 23- 5438

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## Part 1: INTRODUCTION

### 1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation of the Pacific region, established by treaty in 1947 with the signing of the *Agreement Establishing the South Pacific Commission* (the Canberra Agreement).

Our unique organisation covers more than 20 sectors and is renowned for knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience and conservation of plant genetic resources for food security.

For more information about SPC and the work that we do, please visit our website: <https://www.spc.int/>.

### 1.2 SPC's procurement activities

SPC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Policy.

For further information or enquiries about SPC's procurement activities, please visit the procurement pages on our website: <https://www.spc.int/procurement> or email: [procurement@spc.int](mailto:procurement@spc.int)

### 1.3 SPC's Request for Quotation (RFQ) Process

At SPC, procurement valued at more than EUR 2,000 and less than or equal to EUR 45,000 requires an evaluation of at least three quotations to determine the offer that provides the best value for money through a Request for Quotation (RFQ) process.

This RFQ sets out SPC's requirements for a project and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information.

Your participation confirms your acceptance of SPC's conditions of participation in the RFQ process.

## Part 2: INSTRUCTIONS TO BIDDERS

### 2.1 Background

SPC invites you to submit a quotation to deliver the services as specified in [Part 3](#).

SPC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

### 2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to [timocin@spc.int](mailto:timocin@spc.int) and with the subject line of your email as follows: **Submission RFQ 23-5438-POLFN Nauru In-country coordinator**. The email should also be copied to [rfq@spc.int](mailto:rfq@spc.int).

The supporting documents expected in this RFQ are:

- [The Conflict-of-Interest Declaration form](#) completed
- Part 5: Technical and Financial Proposal Submission Forms
- CV

- Statement of Integrity form

Your submission must be clear, concise and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by **11.59 pm Fiji Time on 11/06/2023**.

### 2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in [Part 4](#). Any changes in the evaluation criteria will result in the RFQ process being re-issued.

SPC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of SPC.

In the event of a bid being accepted, procurement will take place under SPC's [General Terms and Conditions of Contract](#) and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

### 2.4 Key Contacts

Please contact SPC should you have any doubt as to what is required or if we can help answer any questions that you may have.

Timoci Nakalevu will be your primary point of contact for this RFQ and can be contacted at [timocin@spc.int](mailto:timocin@spc.int). You should copy any communications into [rfq@spc.int](mailto:rfq@spc.int).

Details will be kept of any communications between SPC and bidders. This assists SPC to ensure transparency of the procurement process. While SPC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, SPC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the services.

### 2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
<b>RFQ sent to potential vendors</b>	26/05/2023
<b>RFQ Closing Date</b>	11/06/2023
<b>Award of Contract</b>	13/06/2023
<b>Commencement of Contract</b>	15/06/2023
<b>Conclusion of Contract</b>	15/06/2024

### 2.6 Legal and compliance

**Confidentiality:** Unless otherwise agreed by SPC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and

any related documents as confidential. SPC will also treat the information it receives from the bidders as confidential.

**Conflict of interest:** Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFQ process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. **In support of your response to this RFQ, you must submit to SPC [the Conflict-of-Interest Declaration form](https://spc.int/procurement) available on our procurement page website: <https://spc.int/procurement>.**

Breach of this requirement can result in SPC terminating any contract with a successful bidder.

**Currency, validity, duties, taxes:** Unless specifically otherwise requested, all proposals should be in bidders' local currency and must be net of any direct or indirect taxes and duties, and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

**No offer of contract or invitation to contract:** This RFQ is not an offer to contract or an invitation by SPC to enter into a contract with you.

**Privacy:** The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ. SPC will handle any personal information it receives under the RFQ in line with its [Privacy Policy](#), and the [Guidelines for handling personal information of bidders and grantees](#).

**Warranty, representation, assurance, undertaking:** The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any contract which may (or may not) follow on from this RFQ process.

## 2.7 Complaints process

Bidders that consider they were not treated fairly during any SPC procurement process may lodge a protest. The protest should be addressed to [complaints@spc.int](mailto:complaints@spc.int). The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

## Part 3: TERMS OF REFERENCE

### A. Background/context

#### A. Project Title and Background: POLFN Nauru In-Country Coordinator

##### **Background:**

An agreement has been established between the Pacific Community/Pacific Organic and Ethical Trade Community (POETCom) and the Kiwa Initiative for the execution of the Pacific Organic Learning Farm Network – Agro ecology and agro forestry for climate resilience [OLFN]\_project.

**Purpose of Role:** Country Coordinators will facilitate the project coordination at national level, provide technical support to project participants, facilitate national level network development and ensure strong monitoring evaluation and reporting.

**Pacific Organic and Ethical Trade Community-** POETCom is the peak body of the organics movement in the Pacific, housed within the Pacific Community (SPC). The membership of POETCom is broad based and multisectoral with representation from organic farmers, farmer organizations, traders, Governments, academic and research institutions, NGOs, private sector businesses and regional technical support agencies such as FAO and SPC. The Role of the POETCom is to serve as the regional peak body for the organics industry and to advocate at the international level on issues that impact on the development of organics in the Pacific and at regional and national levels for the promotion and development of organics to reach the vision. POETCom developed and manages the Pacific Organic Standard [POS] and the Pacific Organic Guarantee Scheme [POGS].

The contract is supported through the Kiwa Initiative: Nature-based solutions for climate resilience since the Organic Learning Farms Network project is a regional project funded in the framework of this Initiative ([www.Kiwainitiative.org](http://www.Kiwainitiative.org)).

The Kiwa Initiative aims at strengthening the climate change resilience of Pacific Island ecosystems, communities and economies through Nature-based Solutions (NbS), that is to say by protecting, sustainably managing and restoring biodiversity. It is based on an easier access to funding for climate change adaptation and NbS for local, national authorities, civil society and regional organisations of Pacific Island countries and Territories including the three French overseas territories. The Initiative, managed by the Agence Française de Développement (AFD), is funded by the European Union, AFD, Global Affairs Canada, Australian Government Department of Foreign Affairs and Trade (DFAT) and New Zealand Ministry of Foreign Affairs and Trade (MFAT).

The Pacific Organic Learning Farm Network – Agro ecology and agro forestry for climate resilience project is a four-year project that will be operational in Fiji, Nauru, Tonga and Solomon Islands, with exchange and learning components with Wallis and Futuna, New Caledonia and French Polynesia in collaboration with the European Development Fund 11 PROTEGE project implemented by the Pacific Community.

The overall objective of the project is the development of organic farming systems for food security, climate change adaptation, and biodiversity conservation to strengthen resilience of smallholder producers through the establishment of a network of Organic Learning Farms (OLFs). These organic farms will demonstrate the best organic and agroecological production methods, with a focus on enhanced biodiversity, which can be adopted by smallholder producers. These farms will

demonstrate the benefits of biodiversity, agro ecology, agro forestry and organic production methods and technologies for climate resilience.

The program's specific Components are:

Component 1: Establishment of Organic Learning Farm network

Component 2: First circle farmers trained and supported in converting their farms to organic and agroecological practices

Component 3: Ensuring sustainability through market incentives

Component 4: Monitoring, Knowledge Management, Learning, and visibility

## **B. Purpose, objectives, scope of services**

The project will contract the services of a Country Coordinator in **Nauru** under the supervision of the POLFN Project Manager.

The position of the Country Coordinator encompasses the following major functions or Key Result Areas:

Key Result Area 1: In country project coordination and management

Key Result Area 2: Capacity Building

Key Result Area 3: Stakeholder relations

Key Result Area 4: Monitoring, Evaluating and Reporting

More detailed activities include:

- Maintain links internally and externally to stakeholders at national and local levels
- Establish the national OLF advisory committee, being responsible for the good governance at national level and being the key representative of Solomon Islands at regional level
- Develop selected OLF business case and sustainability plan
- Support the assessment of the extent and distribution of genetic diversity on Nauru OLF's (including documentation of social, economic, and cultural factors influencing farmers' decisions on diversity maintenance and information on contribution of existing traditional varieties to ecosystem services, adaptability, and resilience) and priority needs for OLFs at national level and report it at regional level
- Follow-up the establishment of OLFs
- Supervising the capacity building and on farm training programme on OLFs
- Support in the identification, documentation and training of 'first circle' farmers in collaboration with local government units
- Develop market mechanisms and gender inclusive value chains to provide a diverse range of crops, value addition products, and non-timber forest products that support long-term financial sustainability and provide incentives for maintaining and enhancing biodiversity and the environment
- Consolidate early lessons learnt, processes and steps. Provide communication support to the project in line with the Kiwa communications charter and OLF communications plan and support the production of communication materials following the Kiwa communication guidelines.
- Ensure the proper application of the GESI plan
- Monitor effective governance of the project including GESI
- Ensure proper monitoring of the contractual logical framework in the context of reporting

### C. **Outputs**

The consultant is expected to produce the following:

1. OLF national annual workplan & reports
2. OLF establishment report (includes technical assessments, profiles, report of farmers, sites that are selected, contracted and commissioned etc)
3. Establish baselines for biodiversity and other resilience indicators established and monitored.
4. Endorsed in-country advisory committee TOR and meeting minutes
5. Draft business case and sustainability plan for selected Organic learning farms
6. Establish a Participatory Action Programmes for farmers to evaluate, improve and disseminate relevant crop diversity knowledge and materials for resilient agriculture
7. Expand Technical assessment of 'first circle' of farmers and training report
8. Communication materials in line with Kiwa communication guidelines.
9. Market mechanisms and gender inclusive value chains assessment report.

### C. **Timelines**

The Consultant will complete this task within the period of 12 months from the signing of the Contract.

### D. **Reporting and contracting arrangements**

The consultant will be reporting directly to the POLFN project manager.

Any In-country local travel undertaken by the consultant for project related activities will be reimbursable based on actual receipts, acquittals and prior travel approval from the project manager and it should not exceed the budget provided in the financial offer and the one agreed between the consultant and the Pacific Community.

Please note that SPC does not cover visa fees and insurance cost for consultants. Non-staff travellers are generally expected to hold their own travel insurance, especially those who are representatives from SPC's members or are consultants.

SPC will not pay any passport or visa costs for a consultant or participant. It is also unable to seek any visa fee exemptions for a consultant or participant. It is the consultant's or participant's responsibility to obtain visas to travel to meeting venues. SPC can assist with the visa application by forwarding a copy of a meeting invitation to the consular office handling the visa application. However, the responsibility for obtaining the visa rests entirely with the traveller.

The shortlisted applicant may be contact for further interview regarding their application prior to award of the contract.

### E. **Skills and qualifications**

Tertiary degree in governance, management, development studies, tropical agriculture, forestry social science or related field. In lieu of this, an advanced degree in governance, management development studies, agriculture, forestry, social science or related field.

#### **Key Skills/Attributes/Job Specific Competencies**



The following levels would typically be expected for the 100% fully effective level:

Expert level	<ul style="list-style-type: none"> <li>● Project implementation and coordination</li> <li>● Problem solver and action result base oriented</li> <li>● Pacific Farming systems or farming systems of the country that take into account climate adaptation and biodiversity conservation issues</li> <li>● Practical farming experience, especially in the context of climate change</li> </ul>
Advanced level	<ul style="list-style-type: none"> <li>● Interpersonal skills</li> <li>● Agricultural or environmental management</li> <li>● Organic and agroecology practices</li> <li>● Attention to detail with high computer literacy</li> <li>● Communication and responsiveness to needs of stakeholders</li> <li>● Advocacy with demonstrated initiative and ability to think laterally to identify innovative solutions</li> </ul>
Working knowledge	<ul style="list-style-type: none"> <li>● Using data and information management systems</li> <li>● POETCom Strategic plan, SPC SP, LRD Business Plan</li> <li>● Country agricultural policies and plans and national strategic action plans</li> <li>● An understanding of the culture and traditions of the various Pacific Island Countries.</li> <li>● A basic level of French would be advantageous</li> </ul>
Awareness	<ul style="list-style-type: none"> <li>● SPC policies and procedures</li> <li>● LRD Office Procedures</li> </ul>

### Knowledge/Experience

Essential:	Desirable:
<ul style="list-style-type: none"> <li>● At least 3 years relevant work experience working in agriculture or other relevant fields.</li> <li>● Demonstrated understanding Pacific farming systems</li> <li>● Proven project implementation experience</li> <li>● Commitment to organic and agroecological approaches</li> <li>● Good knowledge of climate change and biodiversity issues in the Pacific</li> <li>● Good knowledge of climate adaptation issues in the agriculture sector</li> <li>● Proven financial, human resource and administrative management skills in a challenging environment, with a particular</li> </ul>	<ul style="list-style-type: none"> <li>● Experience in project management</li> <li>● Experience with a national, regional or international organization dealing with issues of agriculture, climate change, environment and/or sustainable livelihoods development.</li> <li>● Experience in supporting the development of policy and provision of technical advice and support through an NGO or association.</li> <li>● Demonstrated understanding of key social economic and political challenges faced by the Pacific Islands region</li> <li>● Demonstrated understanding of key challenges and constraints impeding Pacific</li> </ul>

focus on stakeholder management and monitoring program/organizational performance.

- Excellent interpersonal skills across a multicultural environment, able to deliver information within a cross-cultural context.
- Communication skills
- Fluency in English communication skills (oral and written).
- Advanced computer skills across necessary applications including database management.

Islands access to organic and ethical markets.

#### F. Scope of Bid Price and Schedule of Payments

The contract schedule of payment will be based on milestones achieved on a monthly basis and the approved timesheets. Payments will be made in line with the below schedule:

<b>Milestone/deliverables</b>	<b>Deadline</b>	<b>% payment</b>
Monthly progress report against the 7 Outputs in Section C Timesheet for 12 months	End of every month from signing of contract	100%
<b>TOTAL</b>		

## Part 4: PROPOSAL EVALUATION MATRIX

### 4.1 Competency Requirements & Score Weight

The evaluation matrix below reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
<b>Mandatory requirements</b>		
<b>Provide an updated CV of all specified personnel</b>		<b>Mandatory requirements.</b> Bidders will be disqualified if any of the requirements are not met
<b>Technical requirements</b>		
Degree or advance degree in the relevant field(s) related to agriculture, development, public sector, or policy development	10	70
Minimum 3 years' experience in coordinating project deliveries and conducting stakeholder consultations	20	140
Understanding of agricultural sector especially in the country	15	105
Experience in facilitating consultation meetings, workshops and gathering feedback	20	140
Experience in working with multiple stakeholders, especially in the country	15	105
Computer skills especially in use of Microsoft office with some skills in setting up database	10	70
Good reporting skills	10	70
<b>Total Score</b>	<b>100%</b>	<b>700</b>

### Financial evaluation

The financial component of the proposal will be scored on the basis of overall costs for the delivery of the services provided to SPC. The lowest financial proposal will be awarded maximum 300 points and other financial offers will be awarded points as per the formula below:

**Financial Proposal score = (Lowest Price / Price under consideration) x 300**

## Part 5: PROPSOAL SUBMISSION FORMS

### TECHNICAL PROPOSAL SUBMISSION FORM

#### INSTRUCTIONS TO BIDDERS

The Technical Proposal Submission Form is a table that includes the technical criteria on which bidders will be scored and allows the bidder to respond to them. This table is then used by the technical evaluation committee to score the technical proposals received.

Technical Requirements	
Evaluation criteria	Response by Bidder
<b>Experience and specified personnel/sub-contractors</b>	
<b>Referees</b>	<b>Experience:</b>
	<i>[insert details of relevant experience]</i>
	<b>Details for three references:</b>
	1. Client's name: <i>[insert name of client 1]</i>
	Contact name: <i>[insert name of contact]</i>
	Contact details: <i>[insert contact details]</i>
	Value contract: <i>[insert value of contract]</i>
	2. Client's name: <i>[insert name of client 2]</i>
	Contact name: <i>[insert name of contact]</i>
	Contact details: <i>[insert contact details]</i>
	Value contract: <i>[insert value of contract]</i>
	3. Client's name: <i>[insert name of client 3]</i>
	Contact name: <i>[insert name of contact]</i>
	Contact details: <i>[insert contact details]</i>
	Value contract: <i>[insert value of contract]</i>
<b>Mandatory – CV</b>	Please provide CV of all key personnel proposed
<b>Technical Requirements</b>	
Degree or advance degree in the relevant field(s) related to agriculture, development, public sector, or policy development	<i>[Bidder's answer]</i>
Minimum 3 years' experience in coordinating project deliveries and conducting stakeholder consultations	<i>[Bidder's answer]</i>
Understanding of agricultural sector especially in the country	<i>[Bidder's answer]</i>
Experience in facilitating consultation meetings, workshops and gathering feedback	<i>[Bidder's answer]</i>
Experience in working with multiple stakeholders, especially in the country	<i>[Bidder's answer]</i>
Computer skills especially in use of Microsoft office with some skills in setting up database	<i>[Bidder's answer]</i>
Experience and understanding of database management required for coconut conservation and breeding in the Pacific region	<i>[Bidder's answer]</i>

Extensive research and knowledge in coconut characterisation, breeding, nursery management and selection for improved traits	[Bidder's answer]
Demonstrated experience in in situ conservation and farmer participatory training	[Bidder's answer]
Proven ability to produce high quality comprehensible reports and provide sound, practical recommendations	[Bidder's answer]
Good reporting skills	[Bidder's answer]

**For the Bidder:** [insert name of the company]

Signature:

Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]

Date: [Click or tap to enter a date]

## BIDDER'S FINANCIAL PROPOSAL

The contract schedule of payment will be based on milestones achieved on a monthly basis. Please provide a daily or monthly rate for your professional fees and total professional fees.

Services description	Lump sum Price [Currency]	Total Amount [TOP]
<b>Professional Fees</b>	Daily Rate	[total amount]
Professional Fees	Monthly Rate	[total amount]
Total Professional Fees	Total lump sum	[total amount]

The consultant is required to provide any additional costs including in country travel costs, perdiems and any other related costs in the financial proposal submission form (if not already included in the consultancy fee) payable by SPC solely. This will be reimbursed by the SPC upon submission of receipts. The costs must solely be for the purpose of implementation of project activities will require approval from Project manager before it is incurred. Please include these costs here:

Other costs	
Item description	Total Amount [TOP]
[Item description]	[total amount]
[Item description]	[total amount]
[Item description]	[total amount]
[Item description]	[total amount]
<b>Total Other costs</b>	[Total]

Total Professional Fees	
-------------------------	--

Total other costs	<i>[total other costs]</i>
<b>GRAND TOTAL IN TOP</b>	

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer.

Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

**For the Bidder:** *[insert name of the company]*

Signature:

Name of the representative: *[insert name of the representative]*

Title: *[insert Title of the representative]*

Date: *[Click or tap to enter a date]*

## Statement of Integrity, Eligibility and Environmental and Social Responsibility

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.
3. 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:
    - a) 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;
    - b) 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.
4. 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.
5. 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.
6. 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 intended 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.
7. 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<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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<sup>1</sup> 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.