CONSULTANCY SERVICES FOR:
EMPANELMENT OF MEDIA AGENCIES FOR THE CITHIS PROGRAM

Request for Proposals

Issue Date: 6th January 2020
Closing Date: 27th January 2020
Letter of Invitation

New Delhi 06th January 2020

1. The National Institute of Urban Affairs (NIUA) (hereinafter called “Client”) has been designated as the Program Management Unit (PMU) by the Ministry of Housing and Urban Affairs (MoHUA) and the Agence Française de Développement (AFD) towards managing the CITIIS (City Investments To Innovate, Integrate and Sustain) program. 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 National Institute of Urban Affairs now invites proposals through an open Request for Proposals (RFP) process from Agencies/Firms for EMPANELMENT OF MEDIA AGENCY, over a 24 months’ period. The maximum permissible overall budget for this assignment is INR 20 lakh (inclusive of taxes).

3. 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.

4. The Proposal shall comprise your Proposal Submission Form, a Technical Proposal (including past experience of the Agency with similar projects), a Financial Proposal inclusive of all taxes and the signed Statement of Integrity, and must be submitted online on the application link (two separate ‘Upload File’ options for Technical and Financial proposal respectively) by 27th January 2020 16:00 hr IST.

5. The proposals will be evaluated based on Quality and Cost Based Selection (QCBS) process which entails evaluation of both technical and financial proposals. The proposal selected is the one that obtains the highest technical/financial weighted score. The weightings would be 80% for the technical score and 20% for the financial score. The process for Empanelment of the Media Agency and the operation of the Contract thereafter has been outlined in the Terms of Reference.

6. To substantiate their credentials and to respond to any queries, the bidders will be asked to make a presentation of their technical bid, during the technical evaluation stage.
7. Any queries in relation to the RFP or the bid process shall be uploaded at the link provided for the purpose or sent to citiis@niua.org prior to 15th January 2020 16:00 hr IST and the responses will be available online by 20th January 2020.

Yours sincerely,

Program Coordinator
CITIIS
National Institute of Urban Affairs
Proposal Submission Form

To:
National Institute of Urban Affairs
Core 4B, India Habitat Centre
Lodhi Road, New Delhi - 3

Dear Sir/ Madam,

I, the undersigned, offer to provide the Consultancy Services for *Empanelment of Media Agency of the Citiis Program implemented by NIUA PMU* in accordance with your Request for Proposal dated 6th January 2020.

The Technical and the Financial proposals are being uploaded online at the respective links for the same.

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

Yours sincerely,

Name of the Consultant: ____________________________________________

Signature of the Consultant: ________________________________________

Address: ________________________________________________________
Technical Proposal

Agency/ Consultants’ Profile and Work Plan to Perform the Services

Based on the Scope of Works from the TOR, you are required to prepare your Technical Proposal as per following outline:

a) Agency profile and work experience:

• Brief profile of the agency along with previously conducted assignments which will be relevant to this context.
• The Agency shall provide details of “General Work Experience” as well as Experience relating to “urbanization and Sustainability”.

The format for the description of the Agency profile is provided herewith in FORM EXP-.1.

b) Team profile:

The Agency shall provide the details of the required individuals/ experts as per the format provided in FORM CV-1

c) Work Plan:

• Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and sample schedules for delivery of the following requirements-
  - 30 second – 1-minute video from previous footage
  - 6-7-minute video with shoot
  - 3-5-minute video with shoot
  - 1 day of photography
FORM EXP-1 (AGENCY PROFILE)

1. Provide here a brief description of the background and organisation in the fields as listed below-

   **Agency Information**

<table>
<thead>
<tr>
<th>Agency Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency’s legal name</td>
</tr>
<tr>
<td>Agency’s year of constitution</td>
</tr>
<tr>
<td>Agency’s legal address</td>
</tr>
<tr>
<td>Agency’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
<tr>
<td>Agency’s Average Annual Turnover in the last 5 years</td>
</tr>
</tbody>
</table>

2. List only previous SIMILAR assignments successfully completed in the last 5 years

<table>
<thead>
<tr>
<th>Duration</th>
<th>Brief description of Previous Assignments</th>
<th>Name of Client and location of Assignment</th>
<th>Approx. Contract value (in INR)/Amount paid to your firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g., Jan.2009–Apr.2010}</td>
<td>{e.g., “videography/photo editing/animation, etc......; }</td>
<td>{e.g., Ministry of....... , country}</td>
<td></td>
</tr>
</tbody>
</table>

   **SPECIFIC WORK EXPERIENCE**

   |
   |
   |
FORM CV-1 [Curriculum Vitae (CVs)]
(To be submitted for all Key Positions Proposed)

Detailed and up-to-date CV(s) of the consultant/ team shall be provided.

Position 01 – Video Director

[General Qualification: at least FIVE years of proven experience in film development. Specific Qualification- in photography and videography experience; preferably related to sustainable development; Experience in documenting workshops as well as project site shoots; Excellent written and spoken English and Hindi]

Position Profile: Video Director-

Name of Expert [Insert full name]

Date of Birth

Country of Citizenship/Residence [day/month/year]

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

Employment record relevant to the Services: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005-present]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Membership in Professional Associations and Publications:

Adequacy for the Services: (Should be part of all proposed CVs)

Mention experience in handling Photography and Videography assignments with respect to Government Agencies and any experiences relating to Sustainability/ Urban Development Sector.

Expert’s contact information: [e-mail ………………………, phone………………]
Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[day/month/year]

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[day/month/year]

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[the same who signs the Proposal]

**Position 02 – Video Editor**

[General Qualification: at least FIVE years’ proven experience in videography editing works. Specific Qualification: Proven experience in editing videos and photographs; excellent written and spoken Hindi and English]

**Position Profile: Video Editor**

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>[Insert full name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
</tbody>
</table>

**Country of Citizenship/Residence**

[day/month/year]

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed above for Position 1.

**Position 03 – Photographer**

[General Qualifications: at least FIVE years of proven writing experience in Photography and Photo Editing; Specific Qualification: Proven experience in both project specific and event specific indoor and outdoor shoots; Experience in documenting projects; Excellent written and spoken Hindi and English]

**Position Profile: Photographer**

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>[Insert full name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
</tbody>
</table>

**Country of Citizenship/Residence**

[day/month/year]

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed above for Position 1.
Position 04 – Videographer

[General Qualifications: at least FIVE years of proven writing experience in Photography and Photo Editing; Specific Qualification: Proven experience in both project specific and event specific indoor and outdoor shoots; Experience in documenting projects; Excellent written and spoken Hindi and English]

Position Profile: Videographer

Name of Expert [Insert full name]

Date of Birth

Country of Citizenship/Residence
[day/month/year]

*Other details including Education, Employment, Adequacy and Contact Information to be furnished in formats similar to that listed above for Position 1.

Position xxx – Other resources as may be proposed by the Consultant.
# Financial Proposal

The consultant is expected to submit the Financial proposal in the following format (to be uploaded at the link provided for the purpose)

<table>
<thead>
<tr>
<th>Item</th>
<th>Indicate Breakdown where required</th>
<th>Rate (event wise) in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Single Day 2 camera indoor Video Shoot</strong></td>
<td><em>(Indicate Breakdown of costs as per individual activities)</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td><strong>Editing – 5 minute video with voice over/infographics</strong></td>
<td>nil</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td><strong>Editing- 30 second video</strong></td>
<td>nil</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td><strong>Single Day Photography (upto 50 photographs)</strong></td>
<td>nil</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2021</td>
</tr>
<tr>
<td><strong>Other Professional Expenses</strong></td>
<td>As per Actuals, approved by the Coordinator and substantiated by invoices/ bills</td>
<td></td>
</tr>
</tbody>
</table>

*All tax liabilities are to be managed by the consultant herself/himself*

Agency’s Authorized Representative’ Signature:

________________________________________________________________________

Address: __________________________________________________________________________
Terms of Reference

BACKGROUND

1. The CITIIS program is conceptualised to assist Indian cities in implementing urban infrastructure projects that are integrated, innovation driven and sustainable. The selected projects will improve sustainable mobility, increase the amount of public open spaces, implement technology to improve e-governance and drive social and organizational innovation in low income settlements.

2. The program supports 12 projects in as many cities through financial and technical assistance and, the program is managed by the Program Management Unit at NIUA in New Delhi.

SCOPE OF WORK

3. To document all the program activities, PMU needs both short (30 second) and long (3-5 minute) videos of workshops, training etc. that are held in Delhi. The PMU also needs stock footage that is received from other cities to be edited based on the requirement. Apart from this, the Agency will also be required to take photographs of our events and hand over the edited images.

4. Per year, there will be 3-4 long videos and 12 short (30 second) videos which are to be used on social media. Shooting and photography will only be required for events in Delhi.

5. The Consultant is required to ensure that all documentation, footage including photographs, videos and other edited contents developed under the Contract is gender balanced.

EMPANELMENT PROCESS

6. The PMU reserves the right to accept or reject any or all bids any time and cancel the notification without assigning any reasons. No bidder shall have any cause of action or claim against the PMU for rejection of bids.

7. The proposals will be evaluated based on Quality and Cost Based Selection (QCBS) process which entails evaluation of both technical and financial proposals. The proposal selected is the one that obtains the highest technical/financial weighted score. The weightings would be 80% for the technical score and 20% for the financial score.

Technical Score: The proposals will be assigned a technical score based on following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRITERIA 1: Similar Work Experience (40%)</td>
<td></td>
</tr>
<tr>
<td>General Work Experience of Agency</td>
<td>20</td>
</tr>
<tr>
<td>Specific Work Experience of the Agency (with respect to Environment and Sustainability Issues)</td>
<td>15</td>
</tr>
</tbody>
</table>
**Work Plan and time chart for preparation of deliverables as in Technical Proposal**  

<table>
<thead>
<tr>
<th>CRITERIA 2 : Team/Consultants Profile (40%)</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position 01: Video Director</td>
<td>10</td>
</tr>
<tr>
<td>Position 02: Video Editor</td>
<td>10</td>
</tr>
<tr>
<td>Position 03: Content Writer</td>
<td>10</td>
</tr>
<tr>
<td>Position 04: Photographer</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CRITERIA 3 : Presentation to Client (20%)</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation on Technical capabilities of the Agency</td>
<td>10</td>
</tr>
<tr>
<td>Sample Video relevant to the required themes (Environment and Sustainability)</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL TECHNICAL PROPOSAL SCORE**  

**Financial Score:** The financial proposal with the lowest price will be scored 100 and the others are given an inversely proportional score based on their price compared to the lowest priced financial proposal.

8. The mobilization of the Agency for individual assignments under this empanelment will be triggered through the issue **Specific Work Orders**. When drawing up the Specific Work Order, the PMU shall use the rates for each of the activities as indicated in the Financial Proposal of the Empanelled Agency.

**DELIVERABLES AND SCHEDULE**

9. The deliverables and the Schedule will be indicated in the Specific Work Order as issued to the Empanelled Agencies from time to time. Broadly, the services shall be in line with the Terms of Reference as stated in this document.

**PAYMENTS**

10. For every **Specific Work Order**, as issued by the PMU, an initial payment of 40% at time of signing. A second payment of 60% of the amount of the shall be made upon completion of the required services.
Standard Contract

THIS CONTRACT ("Contract") is entered into this [insert starting date of the Services], by and between National Institute of Urban Affairs ("the Client") having its principal place of business at Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 3, and [insert Consultant’s name] ("the Consultant") having its principal office located at [insert Consultant’s address]: Telephone: _____________, Email: _______________.

BACKGROUND

The National Institute of Urban Affairs (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Ministry of Housing and Affairs. The grant was made available by Agence Française de Développement (AFD) with European Union (EU) towards the cost of City Investments to Innovate, Integrate and Sustain (CITIIS).

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 / its Sub-Consultants 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. Warranties

The Consultant warrants that the works will be carried out to the highest standards available using proven up-to-date good practices. The Consultant shall indemnify the Client / AFD against any damage, expense, liability, loss or claim, which the Client / AFD might incur, sustain or be subject to arising from any breach of the Consultant’s responsibility and/or warranty set out in this Clause. This warranty shall be extendable to all of the Consultant’s qualified personnel/persons and its sub Consultants.

9. 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.

10. Insurance

The Consultant will be responsible for subscribing to an appropriate insurance coverage.
11. Assignment
The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

12. Law
The Contract shall be governed by the laws of India, and the language of the Contract shall be the English language.

13. 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.

14. 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 Indian Arbitration Rules as at present in force.

15. 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.

16. 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

Signed by ____________________
Title: ________________________

FOR THE CONSULTANT

Signed by ____________________
Title: ________________________
ANNEX A - Terms of Reference and Scope of the Services

1. Scope of the Services;

2. Reports to be submitted by the Consultant;

3. Consultant’s required profile;

4. Time schedule of the Consultant’s Services.
ANNEX B - Agency's Technical Proposal

[Insert here the Agency Profile, Expert’s Information, CV(s) and Work Plan.]
ANNEX C – Rates, Payment Schedule and Modalities

[Insert here the year wise Rates, payments schedule as mutually agreed upon by the Client and the Agency]
ANNEX D - Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: Empanelment of Media Agency for CITIIS (The "Contract")

To: National Institute of Urban Affairs (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](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:
   i. 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;
   ii. 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 1: ________________________________

Signature: _____________________________ Dated:

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.