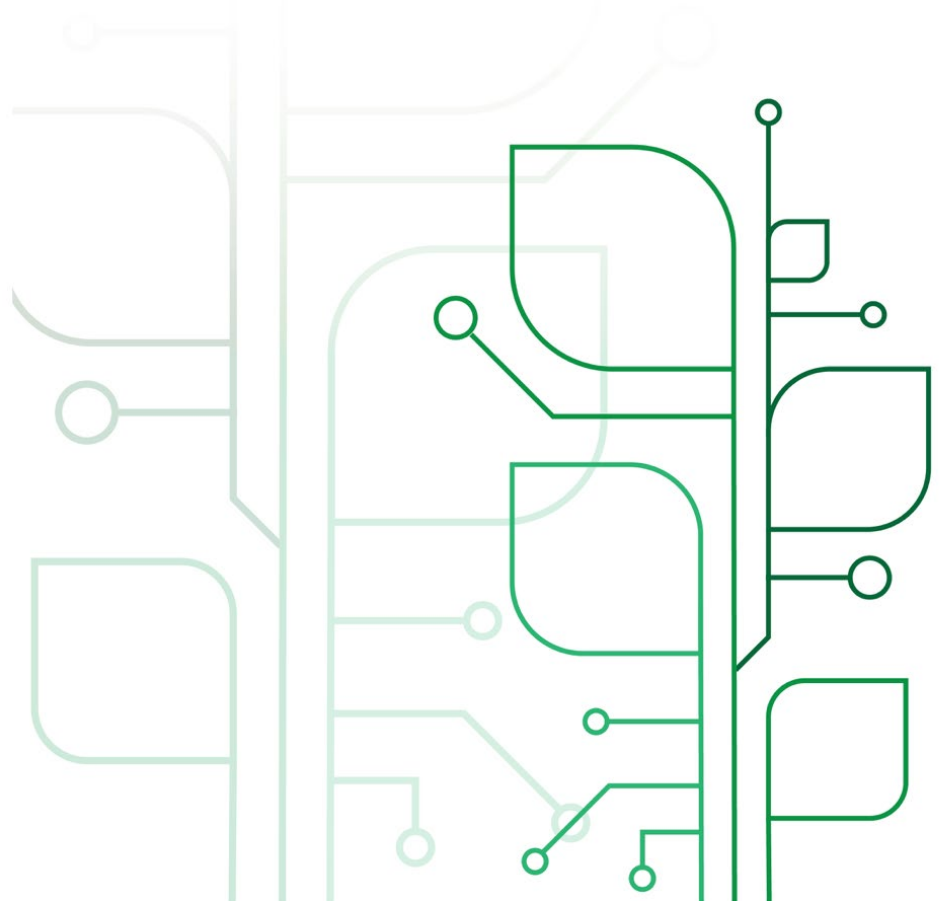


CONSULTANCY SERVICES FOR: EMPANELMENT OF GRAPHIC DESIGN AGENCY FOR THE CITIIS PROGRAM

REQUEST FOR PROPOSALS

Issue Date: 17th August, 2021

Closing Date: 03rd September, 2021



LETTER OF INVITATION

New Delhi
17th August, 2021

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. NIUA invites proposals from Agencies/Firms through open RFP under national competitive bidding for the EMPANELMENT OF A GRAPHIC DESIGN AGENCY, over a period of 12 months. The process for Empanelment of the Graphic Design Agency and the operation of the Contract thereafter has been outlined in the Terms of Reference (ToR). The maximum permissible overall budget for this assignment is INR 7,50,000 (Rupees Seven Lakh Fifty Thousand only) (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;
 - Statement of Integrity.
4. The Proposal shall comprise of your Proposal Submission Form, a Technical Proposal (including past experience of the Agency with similar projects), a Financial Proposal (in a separate sealed envelope) and the signed Statement of Integrity, and must be submitted via hard copy to Program Coordinator-CITIIS, National Institute of Urban Affairs, Core 4B, 01st Floor, India Habitat Centre, New Delhi-110003 as well as online on the application link (two separate ‘Upload File’ options for technical and financial proposal respectively) by 03rd September, 2021, 17:00 hr IST.
5. The proposals will be evaluated based on a 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.

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.

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

CRITERIA	MAXIMUM SCORE
CRITERIA 1: Detailed Working Concept	15
Description of Services	10
Time Schedule in Graph form	5
CRITERIA 2: Profile and Work Experience	40
Previous work experience with government departments and International Agencies, including samples.	5
Successfully completed projects in, all or some, areas of urban development, sustainability, smart cities, urban design, including samples.	10
Successfully completed projects in other development sectors, including samples.	10
Communication products like flyers, social media artworks, one-pagers, reports and newsletters for a single project, including samples.	15
CRITERIA 3: Team/Consultants Profile	30
Position 01: Team Lead/Project Coordinator	10
Position 02: Graphic Designer	10
Position 03: Illustrator/Visualizer	10
CRITERIA 3: Presentation to Client	15
Presentation on Technical capabilities of the Agency	15
TOTAL TECHNICAL PROPOSAL SCORE	100

6. To substantiate their credentials and to respond to any queries, the bidders may 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 sent to citiis@niu.org prior to 24th August, 2021, 16:00 hr IST and the responses will be available online by 27th August, 2021.

Yours sincerely,

Program Coordinator & Team Lead - CITIIS
National Institute of Urban Affairs

PROPOSAL SUBMISSION FORM

Location _____

Date _____

To:

National Institute of Urban Affairs
Core 4B, 01st Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003

Dear Sir/ Madam,

I, the undersigned, offer to provide the Consultancy Services for the Empanelment of Graphic Design Agency for the CITIIS Program implemented by NIUA-Program Management Unit in accordance with your Request for Proposal dated xx, 2021.

The Technical and the Financial proposals are also enclosed in this envelope. The Financial Proposal (in a separate sealed envelope) is inclusive of all taxes.

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

Yours sincerely,

Name of the Agency: _____

Signature of the Agency Representative: _____

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. Approach and Methodology

- Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs. Please do not copy the ToR here.

b. 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 tentative delivery dates of the reports.
- The proposed work plan should be consistent with the approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan.
- Details of ability to ideate and implement both graphic art and design work, with 100% copyright free illustrations, images and graphics without violation of any intellectual property and copyright laws.
- A time schedule, in graph form, for the individual measures you are to implement.

c. Agency and Work Experience:

- Brief profile of the agency.
- Previous work experience with government departments and international agencies.
- Successfully completed projects in, all or some, areas of urban development, sustainability, smart cities, urban design is preferred. Successfully completed projects in other development sectors such as biodiversity/environment, transport, tourism, gender, public health, school education, sanitation/solid waste management, and agriculture-based livelihood, may be considered.
- Communication products like flyers, social media artworks, one-pagers, reports, booth artwork, banners (print and website), presentations, infographics (static &

interactive), posters, newsletters (print & email-based), e-invites, and campaign-based collaterals for a single project.

The format for the description of the Agency profile is provided herewith in the subsequent document. (**FORM EXP-1**).

d. Team Proposed Profile

The bidder is required to provide details of the personnel who are suited to fill the positions described based, on their CVs, the range of tasks involved, and the required qualifications. Please elaborate on the roles and responsibilities of the different members of the implementing team as part of your proposal.

The bidder shall provide the details of the required individuals/ experts as per the format provided in the subsequent document (**FORM CV-1**).

FORM EXP-1 (AGENCY PROFILE)

1. Provide here a brief description of the background and organisation of your company, and in case of joint venture- of each member designated for this assignment.
2. Include Organisational Chart
3. List assignments successfully completed in the last 5 years, based on the requirements in Point 'c' of Technical Proposal.

Duration	Brief description of Previous Assignments (add link where available)	Relevance of the Experience w.r.t the current assignments	Name of Client and location of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm
{e.g., Jan.2009– Apr.2010}	{e.g., “communication material/art work, etc.....; }		{e.g., Ministry of, country}	

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 based on the work requirements. A few requirements have been specified, please add other team members as deemed fit.

Position 01 – Team Lead/Project Coordinator

Tasks of the Team Lead/Project Coordinator

- Overall responsibility for the advisory packages of the bidder (quality and deadlines)
- Coordinating and ensuring communication with NIUA (CITIIS)
- Personnel management as well as planning and steering assignments and supporting the experts
- Regular reporting following deadlines
- Meeting with NIUA (CITIIS) and taking their consent of all the activities

General Qualification

- At least **EIGHT** years of proven experience in communication design
- Qualification in research design and communication; preferably related to sustainable development
- Experience in documenting research in a visually appealing and succinct manner which appeals to the specific target groups

Position Profile: Team Lead/Project Coordinator	
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.]

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

Membership in Professional Associations and Publications:

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

Mention experience in handling communication design assignments with respect to Government Agencies and any relevant experiences relating to 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]

Name of Expert

Signature

Date

[day/month/year]

Name of authorized

Signature

Date

Representative of the Consultant

[the same who signs the Proposal]

Position 02 – Graphic Designer

Tasks of the Graphic Designer

- Designing of the content and end use of the communication material based on the areas identified and the information given
- Develop various designs for the artworks, one-pagers, newsletter etc. by understanding the content and the subject at hand
- Closely work with NIUA (CITIIS) to understand the requirements
- Flexible and able to multitask; can work within a fast-moving environment, while also driving toward clarity and solutions
- Demonstrated resourcefulness in setting priorities and guiding investment in people and systems

General Qualification

- Education/training: Suitable degree in communication and content development
- Language: Good business language skills in English
- General professional experience: 5 years of professional experience in ideating and designing content
- Display an understanding of the subject before designing the communication
- Specific professional experience: 5 years in making communication content for the development sector
- Others: Should have previous experience and expertise in working with government departments/ministries (center and/or state)
- Experience in developing multiple products from the same content.

Position Profile: Graphic Designer	
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 for the above position.

Position 03 – Illustrator/Visualiser

Tasks of the Illustrator/Visualiser

- Creating relevant illustrations with regard to processes, projections, data sets, etc

- Develop various designs for the artworks, one-pagers, newsletter, data sheets by understanding the content and the subject at hand
- Closely work with NIUA (CITIIS) to understand the requirements
- Flexible and able to multitask; can work within a fast-moving environment, while also driving toward clarity and solutions
- Demonstrated resourcefulness in setting priorities and guiding investment in people and systems

General Qualification

- Education/training: Suitable certification in communication / content development
- General professional experience: 5 years of professional experience in preparing illustrations for development communication
- Display an understanding of the subject before designing the communication
- Others: Should have previous experience and expertise in working with government departments/ministries (centre and /or state)
- Experience in developing multiple products from the same content.

Position Profile: Illustrator/Visualiser	
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 for the above position.

FINANCIAL PROPOSAL

The consultant is expected to submit the Financial Proposal in the following format (to be submitted in a separate sealed envelope). The units mentioned below are tentative and mentioned only for the purpose of evaluation of the proposals.

Item	Cost Per Unit in INR (A)	Taxes in INR (B)	TOTAL (A+B)
Program specific artworks			
One Pagers with illustrations/images			
Master Newsletter			
Iterations of the Newsletter			
Social media artworks			
Two-page Data/infographic sheets with infographics/illustrations/images			
Short Reports (20-60)			
Long Reports (61-120)			
Booth Artwork (transferable)			
Event Banners			
Campaign-Based Collaterals			
Website Banners			
Interactive Illustrations			
Presentations			
Posters			
e-Invites			
Design/branding elements for videos			

**All tax liabilities are to be managed by the consultant.*

Agency's Authorized Representative'

Signature (Name):

Address:

TERMS OF REFERENCE

1. BACKGROUND

- 1.1 The CITIIS (City Investments to Innovate, Integrate and Sustain) program is conceptualised to assist Indian cities in implementing urban infrastructure projects that are integrated, innovation driven and sustainable. The 12 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. For more details on the program and each project visit: www.niua.org/citiis
- 1.2 The program combines financial assistance through loans and grants and, technical assistance through mentorship to its projects. This assistance focuses on strengthening institutions by committing resources to systematic planning (maturation phase) before implementation, by developing results-based monitoring frameworks and by adopting technology for program monitoring.
- 1.3 CITIIS is supported by the Ministry of Housing and Urban Affairs (MoHUA), Agence Française de Développement (AFD) and the European Union (EU). The project is being coordinated and managed by the Program Management Unit (PMU) at the National Institute of Urban Affairs (NIUA) in New Delhi.

2. SCOPE OF WORK

- 2.1 The Graphic Design strategy is critical for sending a clear and visual message to the audience, which will help in making the program successful. The broad objective of this assignment is to prepare, develop and execute the design strategy, already created by the NIUA (CITIIS), to create awareness within the general public, beneficiaries, implementation agency, and relevant stakeholders.
- 2.2 Under this assignment, we expect the agency to create the following communication materials/instruments for the defined stakeholders. The materials developed will be for online use and some may be converted to print as well:
 - a. Program specific artworks based on data, stakeholder interviews, highlights and updates from each project
 - b. One/two-pagers with illustrations/images/infographics
 - c. Email-based newsletters that can be uploaded on the CITIIS website as linked pdfs.
 - d. Artwork for social media campaigns
 - e. Program and workshop reports
 - f. Booth artwork and banners for events
 - g. Banners for CITIIS website
 - h. Static and interactive infographics

- i. Posters on project learnings, quick wins, and best practices etc.
 - j. e-Invites for webinars
 - k. Campaign-based collaterals
 - l. Any other visual or graphic products as needed
- 2.3 All the communication material will be in English. All content for the communication materials will be provided including logos.

3. EMPANELMENT PROCESS

- 3.1 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.
- 3.2 NIUA (CITIIS) 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 NIUA (CITIIS) for rejection of bids.
- 3.3 **Technical Score:** The proposals will be assigned a technical score based on following criteria:

CRITERIA	MAXIMUM SCORE
CRITERIA 1: Detailed Working Concept	15
Description of Services	10
Time Schedule in Graph/Gantt chart form	5
CRITERIA 2: Profile and Work Experience	40
Previous work experience with government departments and International Agencies, including samples.	5
Successfully completed projects in, all or some, areas of urban development, sustainability, smart cities, urban design, including samples.	10
Successfully completed projects in other development sectors focus areas, including samples.	10
Communication products like flyers, social media artworks, one-pagers, reports and newsletters for a single project, including samples.	15
CRITERIA 3: Team/Consultants Profile	30
Position 01: Team Lead/Project Coordinator	10
Position 02: Graphic Designer	10
Position 03: Illustrator/Visualiser	10
CRITERIA 3: Presentation to Client	15
Presentation on Technical capabilities of the Agency	15
TOTAL TECHNICAL PROPOSAL SCORE	100

- 3.4 **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.

4. DELIVERABLES AND SCHEDULE

- 4.1 The empanelment of the agency will be for a period of 12 months. The mobilization of the Agency for individual assignments under this empanelment will be triggered through the issue of a Specific Work Order. When drawing up the Specific Work Order, NIUA (CITIIS) shall use the rates for each of the activities as indicated in the Financial Proposal of the Empanelled Agency.
- 4.2 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.

5. PAYMENTS

- 5.1 For every **Specific Work Order**, as issued by NIUA (CITIIS), an initial payment of 30% at time of signing. A second payment of 70% 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 for the Client under the Contract shall be handed over to the Client (both final product and open files) 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 *India*, 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 Indian 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'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 Graphic Design 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> (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 of¹: _____

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.