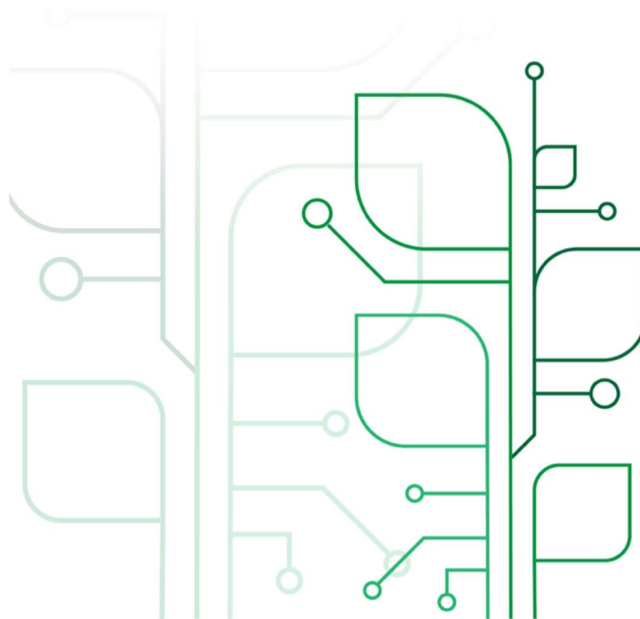


CONSULTANCY SERVICES FOR: FUTURE OF SPECIAL PURPOSE VEHICLES POST THE SMART CITIES MISSION

REQUEST FOR PROPOSALS

Issue Date : 17th December, 2022

Closing Date : 06th January, 2023



National Institute of Urban Affairs

1 Floor, Core 4B India Habitat Centre

Lodhi Road, New Delhi –110003

(91-11) 24643284 24617543, 24617517

(91-11) 24617513

Letter of Invitation

New Delhi

17th December, 2022

Dear Mr. / Ms.:

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 Proposal (RFP) is issued.
2. The NIUA now invites proposals from Consultants through an open RFP to provide the following consulting Services: **Future of Special Purpose Vehicles post the Smart Cities Mission**. More details on the Services are provided in the Terms of Reference (TOR).
3. A Consultant shall be selected under the selection method based on **Quality and Cost Based Selection (QCBS)**. The proposal selected will be 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 minimum qualifying technical score will be 70 out of 100. Non-compliant or inadequate technical proposals (i.e. scored below minimum technical score of 70) will be rejected.
4. This Request for Proposals includes the following documents:
 - i. This Letter of Invitation;
 - ii. Terms of Reference;
 - iii. Evaluation Criteria;
 - iv. The Forms of Submission of the Proposal
 - Technical Proposal (Tech Forms);
 - Financial Proposal (Fin Form);
 - v. Standard Form of Contract.
5. The RFP shall be published on the NIUA website and is free of cost for download. Bid Security / Earnest Money Deposit (EMD) is not required for the submission of the proposal. It is not permissible to transfer this invitation to any other firm.

6. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal, a Financial Proposal inclusive of all taxes and the signed Statement of Integrity, and must be received at the following address via physical copy to **National Institute of Urban Affairs, Core 4B, 1st Floor, India Habitat Centre, New Delhi-110003** by 06th January, 2023, 17:00 hr IST.
7. Any queries in relation to the RFP to be sent prior to 23rd December, 2022, 16:00 hr IST at the mail ID citiis@niua.org and the responses will be available online by 30th December, 2022.
8. To substantiate their credentials and to respond to any queries, the Consultants may be asked to make a presentation of their Technical Proposal, during the technical evaluation stage.

Yours sincerely,

Program Director - CITIIS

National Institute of Urban Affairs

Terms of Reference

Future of Special Purpose Vehicles post the Smart Cities Mission

1.1 Background

City Investments To Innovate, Integrate, and Sustain (CITIIS) is the main component of the ‘Supporting Smart Cities Mission for a more Inclusive and Sustainable Urban Development in India’ initiative launched by the Ministry of Housing and Urban Affairs (MoHUA), Government of India in the year 2018. The program is supported by the Agence Française de Développement (AFD) and the European Union (EU), and is being coordinated and managed by the Program Management Unit (PMU) at the National Institute of Urban Affairs (NIUA).

The Smart Cities Mission launched by the Honorable Prime Minister; Shri Narendra Modi in June, 2015 put in place an innovative mechanism for implementation of the Mission. The SPVs have been incorporated under the companies Act 2013, wherein the State/UT and Urban Local Bodies (ULB’s) are the promoters having 50:50 equity shareholding. The private sector or financial institutions could be considered for taking equity stake in the SPV, provided the shareholding pattern of 50:50 of the State/UT and the ULB is maintained and the State/UT and the ULB together have majority shareholding and control of the SPV.

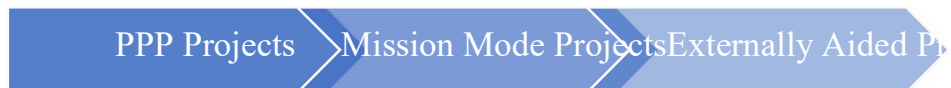
1.2 Smart City Special Purpose Vehicles (SPVs)

100 SPVs have been established across the country under the Smart Cities Mission, managing infrastructure projects worth over Rs 200,000 Crores. The SPVs have immense potential to drive economic activities in cities as the speed of decision-making and project implementation is much faster within the SPVs than traditional urban local bodies. They are not a replacement to ULBs but a crucial tool within the ambit of Municipal Bodies to drive investments.

1.3 SPVs post the Smart Cities Mission

The SPVs were formed to implement the Smart Cities Mission projects but their utility is not limited to the Mission. Immense amount of financial, technical, administrative

and intellectual resources has been spent on formalizing the SPVs and building their capabilities to implement large infrastructure projects. On average, each Smart City SPV has managed infrastructure projects worth over Rs. 2,000. These capacities should be capitalized upon, and post SCM the SPVs may be utilized for special projects viz.



With less than a year left for the ongoing mission, it is imperative that a strategic direction is provided to the SPVs for its future, viz. the institutional mechanism, the human resources, project management and finance & operations. This instrument and institution were designed to outlast the mission, to embed the transformation of governance that SCM was designed to bring about, and make it an enduring feature of the mission cities.

The proposed study shall focus on conducting a comprehensive situation analysis through primary data collection across targeted SPVs viz. the existing structure, ongoing projects, completed projects, number and characteristics of full-time staff members as well as contractual employees, project management consultants, financial information, audit reports, compliance reports, annual reports etc.

The first strategic decision that thus needs to be made is whether the SPV will be (i) closed down (ii) continue in its present form, (iii) continue in a modified form, or (iv) expanded. This is likely to be a decision of the state government, in consultation with the other shareholder, the ULB, or city government. However, given the nature of power in states vis-à-vis the ULB, it is the state that is likely to be the final arbiter.

It is important to recognise that except in the instance where the SPV continues in its present form, a number of actions would need to be taken by different stakeholders.

In case it is decided to close down the SPV, then its assets and liabilities need to be transferred to appropriate bodies – it has to be either wound up or merged into an

existing company – which company would this be? For example, some states have specialised urban infrastructure companies – would the SPVs be merged into them?

Similarly, if it is decided to continue in a modified form, a key decision is whether SPVs will continue to be city level companies or whether they will be amalgamated into a single state-wide company. Various in-between solutions, e.g., a stand-alone SPV for the larger cities, amalgamated SPVs for the smaller cities, etc. are also possible. It is also possible that states may choose to extend the ambit of SPVs to other cities that are currently not part of the SCM. This can be done by creating new SPVs or by existing SPVs taking up projects in non-mission cities. This may also involve broadening the shareholding structure.

1.4 In this direction, NIUA has assigned initial study to a different Consultant and same is likely to be completed soon. The selected Consultant against this RFP will be provided findings and reports for further guidance and carrying this assignment forward.

1.5 Activities and timelines for the study

#	Activity	Timeline
1	Assessment of the diagnostic and the preliminary study	Week 1 - 4
2	Stakeholders Consultations	Week 1 - 4
3	In person workshops with CEOs of all 100 SPVs	Week 4 - 6
4	Drafting of the final report	Week 6 - 8
5	Validation workshop with MoHUA and NIUA for the initial findings and recommendations	Week 11

6	Submission of the final report and allied documents	Week 12
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1.6 Deliverables

- a) E-repository of all documents and data obtained from the SPVs;
- b) Summary report on current status of SPVs, its institutional mechanism, financial performance and operations;
- c) Compendium of international best-case practices on operationalizing SPVs;
- d) Options Note on the institutional mechanism of the SPVs post SCM, its avenues of financing, requisite human resources and project management capabilities;
- e) Final closure report of the study viz. process, outcomes and recommendations.

1.7 Payment Schedule and Conditions

The Financial Proposal submitted by the consultant should be comprehensive to include the consulting fee, workshops, travel, digital tools for survey, webinars etc, printing and other stationery costs, other miscellaneous costs.

The contract amount of the selected Consultant will be paid as per following stages of the payment –

S. No.	Description	Payment
1.	Submission of action plan and questionnaire within a week	40%
2.	Submission of the final report and allied documents	60%

Evaluation and Qualification Criteria

1. ELIGIBILITY CRITERIA

- i. The Consultant should be a Public Ltd./Pvt Ltd./NGO/Society and must be an Indian Resident/Indian Firm/Indian Company with proven track record and previous experience in designing similar solutions. Joint Venture / Consortium is not allowed. Copy of certificate of incorporation along with name change if any, copy of PAN Card and copy of GST Registration Certificate is required.
- ii. On the last date of submission of the Proposal, the Consultant should not be blacklisted by Central Government/State Governments/Union Territories/PSUs in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices. The form for self – certified undertaking is attached in Tech Forms.

If above Eligibility Criteria are not satisfied, than Technical Proposal will not be further evaluated.

2. HIRING PROCESS

A Consultant shall be selected under the selection method based on **Quality and Cost Based Selection (QCBS)**. The weightings would be 80% for the technical score and 20 % for the financial score. The minimum qualifying technical score will be 70 out of 100. Non-compliant or inadequate technical proposals (i.e. scored below minimum technical score of 70) will be rejected.

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

S. No.	Description	Max Marks in Technical Score
1	UNDERSTANDING OF ASSIGNMENT (30)	
A	Understanding of Smart Cities Mission (SCM) and working of Special Purpose Vehicles (SPVs)	15
B	Approach and methodology - Observations on the objectives & Comprehensiveness of the proposal (i.e. coverage of requirements in line with TOR)	15
2	WORK PLAN (30)	
A	Adequate planning and phasing of assignment for conducting survey, virtual workshops and regional workshops	15
B	Coherency of work plan with approach and methodology	15
3	FIRM CREDENTIALS (40)	

A	<p>Similar / Relevant projects functionalities/services developed (Experience in similar assignments and studies – Completed and Ongoing) – Minimum two assignments.</p> <p>Supporting Documents required –</p> <p>Copy of Contract/ Work Order and Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion/Ongoing certified by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment etc.</p>	20
B	<p>Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</p>	20
	TOTAL TECHNICAL PROPOSAL SCORE	100

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.

The proposal selected will be the one that obtains the highest combined technical and financial score using the weights.

Form Tech -1: Technical Proposal Submission Form

(on the letter head of the company specifying his name and address)

Location_____

Date_____

To:

The Director,

National Institute of Urban Affairs

Core 4B, 01st Floor, India Habitat Centre

Lodhi Road, New Delhi – 110003

Dear Sir,

We, the undersigned, offer to provide the Services for **Future of Special Purpose Vehicles post the Smart Cities Mission** in accordance with your Request for Proposals dated [XXXX] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;
- b) Our Proposal shall be valid and remain binding upon us for the period of 60 days;
- c) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

Form Tech – 2 Technical Proposal

The Technical Proposal submitted by the consultant should have following details to substantiate credentials and marking Technical Score –

- a) Brief Description of the Consultant
- b) Understanding of Smart Cities Mission (SCM) and working of Special Purpose Vehicles (SPVs)
- c) Approach and methodology - Observations on the objectives & Comprehensiveness of the proposal (i.e. coverage of requirements in line with TOR)
- d) Adequate planning and phasing of assignment for conducting survey, virtual workshops and regional workshops
- e) Coherency of work plan with approach and methodology
- f) Similar / Relevant projects functionalities/services developed (Experience in similar assignments and studies – Completed and Ongoing)
- g) Composition and quality of proposed team - Profile of the team and track record in handling similar assignments

Form Tech – 3 Declaration Regarding Blacklisting/ Non-Blacklisting From Taking Part in Govt. Tender

(To be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----
-----has not been blacklisted or debarred in the past by any other Government organization from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s-----
-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled.

Dated this Day of, 2022....

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

Form Tech – 4 Bidder Information Form

a	Name of Bidder with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Year of Incorporation.	:	Proof of registration of the Bidder to be submitted
f	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h	Name of Bankers with full address.	:	

i	Regional presence (Direct office)		The location details to be provided
j	GST Registration Number	:	Copy to be submitted.
k	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
l	Name and details (Tel / Mobile / Email) of contact persons	:	

Form TECH–5: Work Experience

Previous work experience of similar assignments successfully completed with government departments and international agencies shall be preferred. The format for submission of previous SIMILAR assignments successfully completed in the last 10 years is given below:

Duration	Brief description of Previous Assignments	Brief description of main components / outputs	Name of Client and location of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm
<i>{e.g., Jan.2009– Apr.2010}</i>	<i>{e.g., Development and/or design of Program management platform/tool, etc)</i>		<i>{e.g., Ministry of, country}</i>	

Form FIN-1: Financial Proposal submission form

Location_____

Date_____

To:

The Director,

National Institute of Urban Affairs

Core 4B, 01st Floor, India Habitat Centre

Lodhi Road, New Delhi – 110003

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for **Future of Special Purpose Vehicles post the Smart Cities Mission** in accordance with your Request for Proposal dated [XXXX] and our Technical Proposal.

Our Financial Proposal is for the amount of INR [XXXX] *[Indicate amount in words and figures]*, including taxes, duties and fees.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

Standard Contract

THIS CONTRACT (“Contract”) is entered into this XX December 2022, by and between National Institute of Urban Affairs (“the Client”) having its principal place of business at 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003,

and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*; Telephone: _____, Email: _____.

BACKGROUND

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

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services	<p>(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”).</p> <p>(ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”.</p>
2. Contract Period	The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and ending on <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i>. 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</p>

	<p>obligation that may be imposed on the Consultant.</p> <p>B. <u>Payment modalities</u></p> <p>The payment schedule and conditions are specified in Annex C.</p> <p>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:</p> <p>Bank account number:</p> <p>Bank account's name:</p>
4. Contract Administration	<p>A. <u>Coordinator</u></p> <p>The Client designates Mr. Naim Keruwala, Program Director, CITIIS, National Institute of Urban Affairs (NIUA) 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.</p> <p>B. <u>Reports</u></p> <p>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.</p>
5. Performance Standard	The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.
6. Confidentiality	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material	Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant	The Consultant agrees that, during the term of this Contract and after its

Not to be Engaged in Certain Activities	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 Arbitration and Conciliation Act, 1996, as amended.
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: Hitesh Vaidya

Signed by _____

Title: Director, NIUA

Title: _____

ANNEX A - Terms of Reference and Scope of the Services

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

ANNEX B - Consultant's Technical Proposal

ANNEX C - Payment Schedule and Modalities

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

Reference name of the bid or proposal: **Future of Special Purpose Vehicles post the Smart Cities Mission (The "Contract")**

To: **National Institute of Urban Affairs (NIUA) (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.