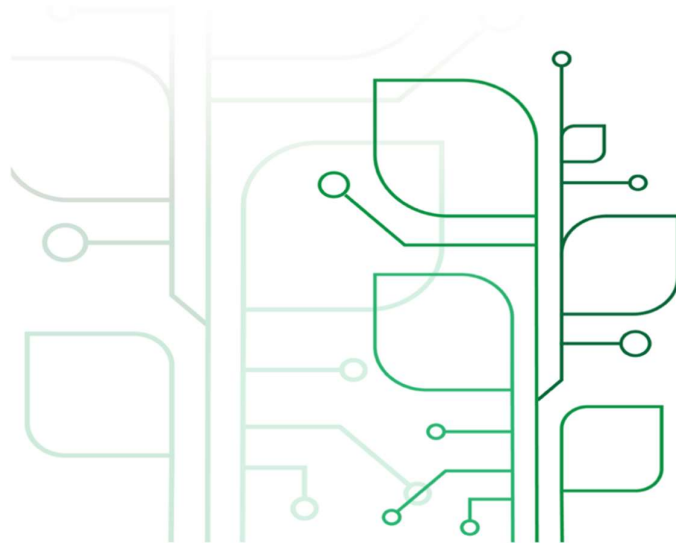


# ENGAGEMENT OF CURATOR FOR ORGANISING THE URBAN CLIMATE FILM FESTIVAL UNDER THE CITIIS PROGRAM

## REQUEST FOR PROPOSALS

**Issue Date : 13th January, 2023**

**Closing Date : 27th 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

13<sup>th</sup> January, 2023

Dear Sir/Madam,

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: **Engagement of Curator for organising the Urban Climate Film Festival under the CITIIS Program**. More details on the Services are provided in the Terms of Reference (TOR).
3. The method of selection is **Fixed Budget Selection (FBS)** with a ceiling amount of **INR 25 (Twenty Five) lakh inclusive taxes**. The Consultants are requested to provide their best Technical Proposal and Financial Proposal. The Financial Proposal of the Consultant with the highest Technical Score will be opened and it will be verified that the Financial Proposal is within the permissible budget. **In case, the Financial Proposal exceed the permissible budget, the Consultant will be disqualified and financial evaluation will continue with the proposal that has the second highest Technical Score, until a Consultant is selected.** The minimum qualifying technical score will be **70 out of 100**. Non-compliant or inadequate technical proposals (**i.e. scored below the 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 27<sup>th</sup> January, 2023, 17:00 hr IST. (*The soft copy of the **Technical Proposal** may also be sent to [jitendra@niua.org](mailto:jitendra@niua.org) and [bsandhu@niua.org](mailto:bsandhu@niua.org)*)
  7. Any queries in relation to the RFP to be sent prior to 19<sup>th</sup> January, 2023 17:00 hr IST at the mail ID [citiis@niua.org](mailto:citiis@niua.org) with CC to [jitendra@niua.org](mailto:jitendra@niua.org) and [bsandhu@niua.org](mailto:bsandhu@niua.org). The responses will be available online by 23<sup>rd</sup> January, 2023.
  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

### Engagement of Curator for organizing Urban Climate Film Festival under CITIIS Program

#### 1. Overview

The National Institute of Urban Affairs (NIUA) under the CITIIS program proposes to organise a film festival to showcase the impact of climate change on cities and contribute to the discourse on climate centric urban development. The festival will also provide a platform for filmmakers and other practitioners working to highlight pressing concerns related to climate.

The festival is proposed as a multi-city event, in collaboration with Alliance Francaise (AF). The screenings will take place in AF auditoriums in Delhi, Kolkata, Bangalore, and Mumbai.

#### 2. Background

City Investments to Innovate, Integrate and Sustain (CITIIS), launched in 2018, is a joint program of the Government of India's Ministry of Housing and Urban Affairs (MoHUA), the French Development Agency (AFD), the European Union, and NIUA.

The program is assisting 12 Indian cities across the length and breadth of the country in implementing integrated, innovation-driven and sustainable urban infrastructure projects, some of which have components dedicated to benefit the ecosystem, improve air and water quality, protect indigenous flora and fauna, and foster urban biodiversity. In its next phase, CITIIS will focus on climate-related areas like biodiversity, green infrastructure and mobility, water and waste management, and clean energy.

#### 3. Concept

##### *Objectives:*

- Create larger awareness among the public about the environmental, social and economic impacts of climate change in the context of cities.
- Contribute to the discourse on sustainable and energy-efficient urban development.
- Provide a platform for filmmakers, urban practitioners, environmentalists, etc. to speak of pressing concerns and how to make cities and urban communities climate resilient.

##### *Plan:*

- The Urban Climate Film Festival will be spread across multiple cities — starting from Delhi in March 2023, Mumbai in April 2023, Bangalore in May 2023 and Kolkata in June 2023.
- 8 films (tentative, depending on the length of films and festival agenda) will be screened over three days at the above-mentioned locations.
- The festival will be open to relevant short films/feature-length films/documentaries by professional and amateur filmmakers-
- The final selection of films will be decided with the support of a professional curator.

- The screenings will be followed by an interactive session or panel discussion with the filmmaker/s and/or practitioners working in the fields of sustainable urban development.

***Expected outcomes:***

- The Urban Climate Film Festival will showcase a variety of work created on the subject of climate change and how it impacts the lives of people in today's cities.
- Reaching new audiences will make more people aware of the climate-related challenges that cities are facing and the solutions that communities and organizations are exploring. It is hoped that this will motivate them to think further about climate change, take actions to combat it, or contribute to initiatives in the sector.
- The festival will also familiarise people with projects and networks in India and abroad that are working towards sustainable and climate-sensitive urban development.

**4. Terms of Reference for Curator:**

**Part A – International Film Competition**

- Support the call for films / entries
- Publicising the event through multiple modes
- Development of a mechanism for accepting entries through an online platform
- Selecting the best entries to be screened in collaboration with and with the approval of NIUA

**Part B – Curation of existing films**

- Sourcing films from different categories like short films/feature-length films/documentaries on the subject of urban climate change (all films to have English sub-titles)
- Selecting the best entries to be screened
- Acquiring the screening rights for the films to be screened during the film festival

**Part C – Multi-City Film Festival**

- Support the launch of the film festival
- Publicising the event through multiple modes
- Sourcing 8 to 10 films, including international films, on the subject of climate change and its impact on cities
- Organising the film festival
- Inviting relevant industry experts to conduct workshops, participate in panel discussions and seminars, etc during the course of the film festival
- Liaison with the film and publications boards for the necessary permissions for the film festival and screening of the content

## 5. Deliverables:

- Host a successful film festival starting from March 2023 to June 2023 (3 days in each city) in Delhi, Mumbai, Bangalore and Kolkata respectively **(subject to change)**.
- Provide a full and comprehensive program and give an implementation plan for public participation at each event in the program, including the script/talking points of the moderator.
- Secure content for screening from regional, national and international filmmakers who are the right holders of the content
- Secure screening permit from the film and publications board for all films that are selected
- Invite and host subject experts who facilitate workshops, panel discussion, etc at all four locations on all three days (twice per day) of the film festival

### 1.1 Payment Schedule and Conditions

- i. The Contract Amount includes the film screening rights for all the films to be screened including internationally acclaimed films.
- ii. The Contract Amount includes the cost of travel, boarding & lodging, local transport to all cities for all the team members of the Consultant.
- iii. The contract amount of the selected Consultant will be paid as per the following stages of the payment –

S. No.	Description	Payment
1.	Submission of action plan and film festival agenda	10%
2.	Completion of the first phase in Delhi	20%
3.	Completion of the second phase in Mumbai	20%
4.	Completion of the third phase in Bangalore	20%
5.	Completion of the fourth phase in Kolkata	20%
6.	Submission of final report of the entire film festival	10%

## Evaluation and Qualification Criteria

### 1. ELIGIBILITY CRITERIA

- i. The Consultant should be a Public Ltd./Pvt Ltd./NGO/Society/LLP with a 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 for the 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 the above Eligibility Criteria are not satisfied, the Technical Proposal will not be further evaluated.**

### 2. HIRING PROCESS

3. The method of selection is **Fixed Budget Selection (FBS)** with a ceiling amount of INR 25 (Twenty Five) lakh inclusive taxes. The Consultants are requested to provide their best Technical Proposal and Financial Proposal. The Financial Proposal of the Consultant with the highest Technical Score will be opened and it will be verified that the Financial Proposal is within the permissible budget. **In case, the Financial Proposal exceeds the permissible budget, the Consultant will be disqualified and financial evaluation will continue with the proposal that has the second highest Technical Score, until a Consultant is selected.**

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 the following criteria:

S. No.	Description	Max Marks in Technical Score
<b>1</b>	<b>UNDERSTANDING OF ASSIGNMENT (20)</b>	
A	Understanding of CITIIS Program and Urban Climate Film Festival	10
B	Approach and methodology - coverage of requirements in line with TOR	10

<b>2</b>	<b>QUALITY OF PROPOSED FILMS (30)</b>	
A	Description of proposed films with concept, cast, and team involved – Min 30 films including internationally acclaimed films	25
B	Awards and felicitations received for the proposed films	5
<b>3</b>	<b>FIRM CREDENTIALS (50)</b>	
A	<p>Similar / Relevant Film Festivals</p> <p><b>(Experience of organising Environmental Film Festivals with focus on climate change and various aspects in India and abroad in the last five (5) years)</b></p> <p>i. 2 Film Festivals – 10 marks  ii. 3 to 5 Film Festivals – 15 marks  iii. More than 5 Film Festivals – 20 marks</p> <p><b>Supporting Documents required –</b></p> <p>Festival Directory and Festival Reports including Festival Brochure &amp; Festival Posters</p>	20
B	<p>Profile of the Curator with track record in handling similar assignments. The profile will be assessed as below –</p> <ul style="list-style-type: none"> <li>• Work Experience – Min 7 years</li> <li>• Number of films festivals organised</li> </ul>	30
	<b>TOTAL TECHNICAL PROPOSAL SCORE</b>	<b>100</b>



## 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 **Engagement of Curator for organising the Urban Climate Film Festival under the CITIIS Program** 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 –

1	Understanding of CITIIS Program and Urban Climate Film Festival
2	Approach and methodology - coverage of requirements in line with TOR
3	Description of proposed films with concept, cast, and team involved – Min 30 films including internationally acclaimed films
4	Awards and felicitations received for the proposed films
5	Similar / Relevant Film Festivals
6	Profile of the Curator with 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

	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
	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
	Name of Bankers with full address.	:	
i	Regional presence (Direct office)		The location details to be provided

	GST Registration Number	:	Copy to be submitted.
	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
1	Name and details (Tel / Mobile / Email) of contact persons	:	

## 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 **Engagement of Curator for organising the Urban Climate Film Festival under the CITIIS Program** 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,

Authorised 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 January 2023, 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:

<b>1. Services</b>	<p>(i) The Consultant shall perform the Services and submit the reports specified in <b>Annex A</b>, “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 <b>Annex B</b>, “Technical Proposal of the Consultant”.</p>
<b>2. Contract Period</b>	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.
<b>3. Payment</b>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to <b>Annex A</b>, 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</p>



	<p>includes all of the Consultant’s costs and profits as well as any tax 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 <b>Annex C</b>.</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>
<p><b>4. Contract Administration</b></p>	<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 <b>Annex A</b>, “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>
<p><b>5. Performance Standard</b></p>	<p>The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.</p>
<p><b>6. Confidentiality</b></p>	<p>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.</p>
<p><b>7. Ownership of Material</b></p>	<p>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.</p>

<b>8. Consultant Not to be Engaged in Certain Activities</b>	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.
<b>9. Insurance</b>	The Consultant will be responsible for subscribing to an appropriate insurance coverage.
<b>10. Assignment</b>	The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of India, and the language of the Contract shall be the English language.
<b>12. Termination</b>	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.
<b>13. Dispute Resolution</b>	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.
<b>14. Declaration of Integrity</b>	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 <b>Annex D</b> .
<b>15. Consultant's Status</b>	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: Hitesh Vaidya

Title: Director, NIUA

FOR THE CONSULTANT

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

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

**ANNEX A - Terms of Reference and Scope of the 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: **Engagement of Curator for organising the Urban Climate Film Festival under the CITIIS Program** (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 of<sup>1</sup>: \_\_\_\_\_

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

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.