

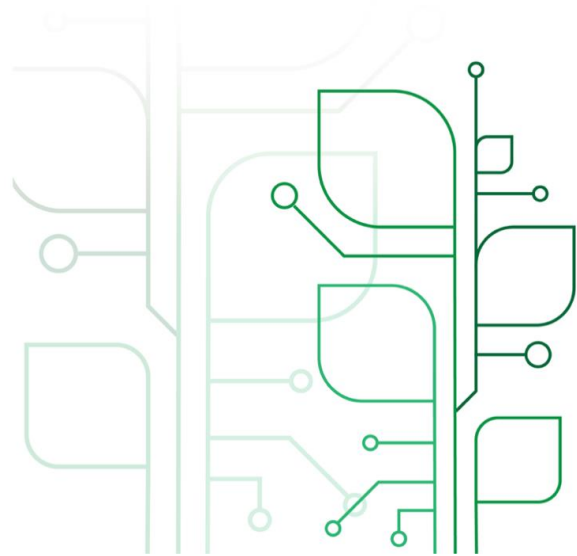


CONSULTANCY SERVICES FOR: ENGAGEMENT OF EXPERTS FOR HELP DESK UNDER CITIIS 2.0 PROGRAM

REQUEST FOR PROPOSALS

Issue Date : 25th October, 2023

Closing Date : 23rd November XX, 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
25th October, 2023

Dear Mr. / Ms.:

1. The Government of India has undertaken various initiatives to promote climate-sensitive planning and development. During COP26 under the United Nations Framework Convention on Climate Change held at Glasgow in November 2021, the Honourable Prime Minister of India presented the five nectar elements (Panchamrit) of India's climate actions, which include achieving the target of net zero emissions by 2070. Moreover, there are eight National Missions under the National Action Plan on Climate Change which are focused on climate change adaptation and mitigation. One of them is the National Mission on Sustainable Habitat (NMSH) anchored at Ministry of Housing and Urban Affairs (MoHUA).
2. City Investments To Innovate, Integrate and Sustain (CITIIS) 2.0, the second phase of the CITIIS program, has been conceived by MoHUA in collaboration with Agence Française de Développement (AFD), Kreditanstalt für Wiederaufbau (KfW), European Union (EU), and National Institute of Urban Affairs (NIUA) to supplement such climate initiatives of Government of India and MoHUA through its unique model. The program builds upon the learnings and successes of CITIIS 1.0 and is designed to supplement MoHUA's actions undertaken through ongoing national programs, while deepening the values of innovation, inclusion, and sustainability.
3. The National Institute of Urban Affairs (NIUA) (hereinafter called "Client") has been designated as the Program Management Unit (PMU) by the MoHUA, AFD and KfW towards managing the CITIIS 2.0 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.
4. Under Component 1 of CITIIS 2.0 program, financial and technical support will be provided to up to 18 smart cities through competitive selection of projects promoting circular economy with a focus on integrated waste management. All 100 Smart Cities selected under the Smart Cities Mission of Government of India shall be eligible to apply. The selected projects will undergo four phases i.e. preparation phase, selection phase, maturation phase and implementation phase.
5. During preparation phase, the 100 Smart City SPVs under SCM will be invited to submit applications, presenting innovative projects that promote a circular economy with focus on integrated waste management. A helpdesk will be made available to applicant cities by the Program Management Unit (PMU) at NIUA. The helpdesk will be staffed with in-house experts of the PMU as well as external experts. SPVs may reach out to the helpdesk, however, the support will be restricted to the application process. For SPVs in the North-Eastern and Hill States, stronger support on demand can be organised (through peer-review, mentoring, etc.).
6. The NIUA now invites proposals from **Individual Experts/Consultants** through an open RFP to provide the following consulting Services: **Engagement of Experts for Help Desk**

under CITIIS 2.0 Program. More details on the Services are provided in the Terms of Reference (TOR). **The Individual/Expert has to ensure availability for 50 days as per requirements and submit undertaking as per Annexure 2.**

7. **Four Individual Experts/Consultants will be selected under this RFP for the Help Desk.** An Individual Expert/ Consultant shall be selected under the selection method based on quality (mostly on Individual Experts/Consultant’s qualification) i.e. Quality Based Selection (QBS).

The technical scores as per following criteria would be evaluated :

Proposal Component	Technical Score (Max Marks 100)
1. CONCEPT NOTE (40)	
i) Understanding of the objectives of the services	10
ii) Outline and methodology of activities	10
iii) Alignment with objectives and activities with clear definition of milestones	20
2. WORK EXPERIENCE (40)	
i) Relevant work experience of minimum 10 years for Post Graduate Degree and 7 years for PhD as per Annexure – 1	40
3. EDUCATIONAL QUALIFICATIONS (20)	
Relevant educational qualifications. Minimum qualification – Post Graduate in Environmental Engineering / Environmental Science / Infrastructure Development / Urban Planning/ Urban Development /Urban Policy / Urban Management /Environmental Management / Climate Change / Waste Management	20

8. The candidate’s **experience in integrated waste management** and her/his knowledge/skills in providing technical or process **support to ULBs, SPVs or PMUs** shall be a critical criterion in the selection. The ceiling amount of remuneration is mentioned in the TOR.
9. In accordance with AFD Procurement Guidelines, Quality Based Selection (QBS) mode of procurement will be adopted. Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the “**Guidelines for the Procurement of the AFD-Financed Contracts in Foreign Countries**” available online at www.afd.fr.
10. This Request for Proposals includes the following documents:
- i. This Letter of Invitation;

- ii. Terms of Reference;
 - iii. The Forms of Submission of the Proposal
 - Technical Proposal;
 - Financial Proposal;
 - iv. Standard Form of Contract.
11. 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 Consultant.
 12. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal, a Financial Proposal inclusive of all taxes and the signed “**COVENANT 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 **23rd November, 2023, 17:00 hr IST**.
 13. Any queries in relation to the RFP to be sent prior to **08th November, 2023 17:00 hr IST** at the mail ID **citiis@niua.org** and the responses will be available online by 15th November, 2023.
 14. 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 (TOR)

Engagement of Experts for Help Desk under CITIIS 2.0 Program

A. Background

- i. The Government of India has undertaken various initiatives to promote climate-sensitive planning and development. During COP26 under the United Nations Framework Convention on Climate Change held at Glasgow in November 2021, the Honourable Prime Minister of India presented the five nectar elements (Panchamrit) of India's climate actions, which include achieving the target of net zero emissions by 2070. Moreover, there are eight National Missions under the National Action Plan on Climate Change which are focused on climate change adaptation and mitigation. One of them is the National Mission on Sustainable Habitat (NMSH) anchored at MoHUA.
- ii. CITIIS 2.0, the second phase of the CITIIS program, has been conceived by MoHUA in collaboration with AFD, KfW, EU, and NIUA to supplement such climate initiatives of GoI and MoHUA through its unique model. The program builds upon the learnings and successes of CITIIS 1.0 and is designed to supplement MoHUA's actions undertaken through ongoing national programs, while deepening the values of innovation, inclusion, and sustainability.

B. Objectives of CITIIS 2.0

- i. **Foster climate-sensitive planning and action** – The program will nurture climate planning and action in States and cities through evidence-driven approaches.
- ii. **Drive investments into urban climate action** – The program will provide financial assistance for competitively selected projects promoting circular economy with focus on integrated waste management.
- iii. **Build institutional mechanisms, leverage partnerships and anchor capacity building** – The program will help put into place a climate governance framework at the State and City levels as well as provide a three-tier technical assistance structure with domestic, international, and transversal experts to support capacity development for climate action in cities and States.

Component 1:

- i. Component 1 of CITIIS 2.0 strives to support the interventions of the Government of India to promote a circular economy with focus on integrated waste management by providing financial and technical support to projects from up to 18 Smart Cities selected through a competitive process. The projects would inter-alia focus on different components of Integrated Waste Management. However, interventions related to Solid Waste Management shall be prioritised.

- ii. Under Component 1, projects from up to 18 Smart Cities will be selected through a challenge process. All 100 Smart Cities selected under the Smart Cities Mission of the Government of India shall be eligible to apply. The projects should be conceptualised and operationalised in close coordination and collaboration with the ULB.
- iii. **The program shall ensure regional equity; at-least one city from each of the regions of the country, i.e., North, North-East, East, Central, West and South, shall be selected.** A maximum of one project from a SPV shall be selected from each zone:
- **Northern Zone:** Haryana, Himachal Pradesh, Delhi, Punjab, Uttarakhand, Ladakh, Chandigarh, Jammu & Kashmir
 - **Western Zone:** Gujarat, Dadra and Nagar Haveli and Daman & Diu, Goa, Rajasthan and Maharashtra
 - **Eastern Zone:** Bihar, Jharkhand and West Bengal
 - **North- Eastern Zone:** Arunachal Pradesh, Assam, Sikkim, Manipur, Meghalaya, Tripura, Mizoram Nagaland
 - **Central Zone:** Chhattisgarh, Madhya Pradesh, Odisha
 - **Southern Zone:** Andhra Pradesh, Karnataka, Lakshadweep, Kerala, Tamil Nadu, Andaman & Nicobar Islands, Telangana, Puducherry
- iv. The selected projects will undergo four phases i.e. preparation phase, selection phase, maturation phase and implementation phase. During preparation phase, the 100 Smart City SPVs under SCM will be invited to submit applications, presenting innovative projects that promote a circular economy with focus on integrated waste management. A helpdesk will be made available to applicant cities by the Program Management Unit (PMU) at NIUA. The helpdesk will be staffed with in-house experts of the PMU as well as external experts. SPVs may reach out to the helpdesk, however, the support will be restricted to the application process. **For SPVs in the North-Eastern and Hill States, stronger support on demand can be organised (through peer-review, mentoring, etc.).**
- v. In addition, two types of workshops will be organised:
- a) Regional Preparatory Workshops
- To support the SPVs and facilitate their participation, **six** regional preparatory workshops will be organised across India. The target audience for the regional preparatory workshops shall be Municipal Commissioners, SPV CEOs, engineering staff, waste and water management staff, other relevant staff members from State/ local agencies.
- b) National Preparatory Workshop
- After the completion of the six regional preparatory workshops, **a two-day national preparatory workshop** will be held. It will be an opportunity for the SPVs to discuss

their proposed projects and ensure that their proposals adhere to the program's values and objectives.

- vi. The SPVs will have to submit the general application form through the CITIIS Management Platform (CMP) only. No other means of submission will be accepted. The applications are expected to be as detailed as a pre-feasibility report.

C. Role of the Individual Experts/Consultants for the Help Desk

Individual Experts/Consultants engaged for the Help Desk under CITIIS 2.0 will be required to mainly assist the SPVs in application process on demand. Following process will be followed –

- i. The Individual Experts/Consultants shall provide need-based guidance and suggestions on the project proposals being prepared by the SPVs.
- ii. A request for assistance will be raised by the SPVs during challenge process to the CITIIS, PMU at NIUA. The PMU will further discuss the need of assistance with SPVs Officials and forward the request to the Expert. The Individual Experts/Consultants, after reviewing the request, will respond with the timelines for the assistance.
- iii. The PMU will coordinate with the SPV and Individual Experts/Consultants for finalising the need for assistance through online or on-site visits (as required) and will provide necessary approval.
- iv. The Individual Experts/Consultants will be required to assist the PMU/SPVs in the Regional Preparatory Workshops and National Preparatory Workshop.
- v. Stronger on-demand support may be required (through peer-review, mentoring, etc.) for SPVs in the North-Eastern and Hill States.
- vi. The PMU may engage the Individual Experts/Consultants for any other required services/support.

D. Time Duration

The duration of assignment is for 50 days upto March, 2024 or any other period as may be subsequently agreed by the parties in writing.

E. Payment Terms

- i. The ceiling amount of the remuneration is INR 25,000/- per day including all taxes for submission of the Financial Proposal. All Tax liabilities and personal insurance are to be managed and covered by the consultant herself/himself. TDS will be deducted as per Income Tax Act, 1961.
- ii. In case of travel to any of 100 Smart Cities selected under the Smart Cities Mission for assistance to SPVs, the travel costs viz flight tickets, accommodation, local travel and food expenses will be borne by NIUA exclusive of the contract amount. The tour program will be approved by the Program Director, CITIIS before travel.

- iii. Payment for the assistance under Help Desk will be made as per Time Sheet submitted by the Expert after approval of the Program Director, CITIIS.

Check List for Submission of the Proposal

The Individual Expert/Consultant has to ensure that the physical copy of her/his proposal is page numbered. After scanning the page numbered physical copy, the soft copy of the Technical Proposal is e-mailed at citiis@niua.org. **The soft copy of the Technical Proposal must not include Financial Proposal.** The physical copy of the Technical Proposal is properly bound.

The main envelope of physical copy of the proposal to be submitted at the NIUA Office shall comprise the following:

- 1st Inner Envelope with the Technical Proposal
- And
- 2nd Inner Envelope with the Financial Proposal

The contact details of the Individual Expert/Consultant like name, address, mobile number and e-mail ID should be clearly mentioned on each envelope.

Following check list should be adhered with Technical Proposal -

S. No.	Description	Page Number
1	Technical Proposal Submission Form along with Covenant of Integrity signed on each page	
2	Concept Note	
3	CV including work experience as per Annexure - 1	
4	Signed confirmation for as Independent Consultant / Endorsement from the Current Employer i.e. Option A or Option B as per Annexure - 2	

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,

I, the undersigned, offer to provide the Services for **Engagement of Experts for Help Desk under CITIIS 2.0 Program.** in accordance with your Request for Proposals dated [XXXX] and our Proposal. I am hereby submitting my Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

I, hereby, declare that:

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

I 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 me.

I remain,
Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

Technical Proposal

Concept Note

Specify your understanding of the objectives of the Services, your methodology for carrying out the activities and meeting the expected outputs that shall be detailed and your alignment with objectives and activities with clear definition of milestones.

Expert's Curriculum Vitae (CV)

Detailed and up-to-date CV(s) shall be provided as per Annexure – 1 and Annexure - 2.

Annexure 1

Submission Format (maximum limit considered for evaluation is 10 pages)

1. General information

S.no	Information required (all field are mandatory*)
1	Full Name
2	City currently based in
3	Country of Citizenship/residence
4	Year of Graduation
5	Total experience (in years and months)
6	Currently working as (and since)
7	Language skills (indicate only languages in which you can work)
8	Education [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]
9	Biggest contract and nature of assignments handled:
10	References (if any):

2. 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	Summary of activities performed relevant to the Services
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... Name of the project For references: Tel...../email.....; Mr/Ms....., deputy minister] (Continued) Project website URL:	

3. Adequacy for Services

Main experience required (Projects with a focus on integrated waste management)	Reference to prior work/assignments that best illustrates capability to handle the assigned tasks (Reference list of relevant projects, especially in India)
Experience of working and/or offering technical assistance to ULBs/ SPVs.	- Name of the project: - Year of execution: - Client name: - Role: - Budget handled: - Size of the team handled: - Project website URL:
Experience in designing and leading capacity development activities and/or institutional development, especially for Urban Local Bodies	- Name of the project: - Year of execution: - Client name: - Role: - Budget handled: - Size of the team handled:

	- Project website URL:
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4. Expert’s contact information: [e-mail
phone.....]

Annexure: 2

Confirmation as Independent Consultant / Endorsement from the Current Employer

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself

(Please choose the appropriate option below)

(Option A)

As an independent consultant, I certify to be available to undertake the Services for approximately 50 person-days (On-site/Remote Work) upto March 2024 in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[Date/month/year]

Name of Expert	Signature	Date
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(Option B)

As an Expert having contractual obligations with the current employer to submit RFP on individual basis, I declare hereby to have got my employer consent to make myself available to undertake the Services for approximately 50 person-days (On-site/Remote Work) upto March 2024 in case of award. My employer understands that a shortage of availability will lead to the cancellation of the contract by the Client, as no change of CV will be acceptable for the client.

[Date/month/year]

Name of Expert	Signature	Date
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[Date/month/year]

Name of Employer	Signature	Date
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Representative of the Consultant [the same who signs the Proposal]

Financial Proposal

Location_____

Date_____

To:

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

Dear Sir,

I, the undersigned, offer to provide the Consultancy Services for **Engagement of Experts for Help Desk under CITIIS 2.0 Program**. in accordance with your Request for Proposal dated [XXXX] and our Technical Proposal. My Financial Proposal is for the amount of INR [XXXX] [*Indicate amount in words and figures*], including taxes, duties and fees as follows –

<i>Description</i>	<i>Unit Price (Man day rate in INR):</i>	<i>Number of Days</i>	<i>Total (INR)</i>	<i>Taxes (INR)</i>	<i>Total including taxes(INR)</i>
<i>Remuneration (same rate for On-site/Remote work) (Ceiling Amount is INR. 25,000/- per day including all taxes)</i>		<i>50</i>			

My 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.

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

I 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 November 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:

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 <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	A. <u>Ceiling</u> 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 obligation that may be imposed on the Consultant.

	<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 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 Arbitration and Conciliation Act, 1996, as amended. The place of Arbitration will be New Delhi.
14. Declaration of Integrity	The Consultant commits to comply with the requirements specified in the COVENANT OF INTEGRITY , 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

ANNEX B - Consultant's Technical Proposal

ANNEX C - Payment Schedule and Modalities

ANNEX D - COVENANT OF INTEGRITY

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, during the performance of the contract. We have not engaged nor will engage in, or have been convicted or sanctioned by any authority of, any fraud, corruption, collusion, coercion, obstruction, money laundering, financing of terrorism or other malpractice (hereafter referred to as “Prohibited Conduct”)¹. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, including if any instance of Prohibited Conduct shall come to our attention, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company² nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners (AFD, EIB and/or KfW), EU institutions and/or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank) on the grounds of Prohibited Conduct and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage. Where such a decision of exclusion has occurred, we commit to provide all necessary information and any remedial measures that have already been taken.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction³ list which is binding for any of the MRI Partners and we further undertake to immediately inform [Promoter and AFD] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium (i) is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list enumerated above or (ii) is, before the contract has been signed, subject to any debarment, exclusion or otherwise sanctioning decision enumerated above or (iii) made a false statement in the Covenant of Integrity,

¹ For KfW, please see “Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries” and FATF Recommendations ;

For AFD, please see “AFD Group’s policy to prevent and combat corruption, fraud, anti-competitive practices, money laundering and terrorist financing” and Guidelines for the procurement of AFD financed contracts in foreign countries”.

² For the purposes of these provisions “company” or “entity” shall include directors, employees, agents.

³ i.e. French sanction list for AFD, German sanction list for KfW.

