

COMISSÃO DA CEDEAO

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COMMISSION DE LA CEDEAO

Département Agriculture, Environnement et Ressources en Eau Department of Agriculture, Environment and Water Resources

ARAA / RAAF

Agence Régionale pour l'Agriculture et l'Alimentation

Regional Agency for Agriculture and Food

**SELECTION OF CONSULTANTS
REQUEST FOR PROPOSALS
DP N°: ARAA/2020/RRSA/DP/PI/02**

Selection of an expert consultant in procurement (expertise in support of ARAA) for the Project to Support Food Security Storage in West Africa

Project : Project to Support Food Security Storage in West Africa
Grant Agreement: CZZ-1926 01 F
Funding : European Union, via the delegate Agence Française de Développement

Issued on: 06 november 2020

Deadline date 27 november 2020

November 2020

Proposal Submission Letter

[Place, date]

To: [Customer name and address]

Dear Sir/Madam,

I, the undersigned, have the honor to offer to perform the Services of *[insert title of Services]*, as a Consultant, in accordance with your Request for Proposals dated *[date]* and my attached Technical Proposal.

The amount of my Financial Proposal is *[insert amount in words and figures]*. This amount is net of taxes, duties and fees in the country of the Client and includes all taxes, duties and fees in any other country.

I acknowledge that you are under no obligation to accept any of the proposals received.

Please accept, Sir/Madam, the assurance of my highest consideration.

Consultant's Name : _____

Signature of the Consultant : _____

Address : _____

Technical proposal

Proposed Experience, Methodology and Work Plan to Perform the Services

a) Experience of the consultant: Specify experience related to similar assignments.

b) Methodology. Specify how you understand the objectives of the Services, the methodology for carrying out the activities and achieving the expected results, and the details of these. You will need to highlight the problems to be solved and their consequences, and the methodology you plan to use to solve them.

c) Work plan. Specify the nature and duration of the activities that comprise the Services, sequencing and linkages, milestones (including interim Client approvals) and reporting dates. The proposed work plan should demonstrate that the Terms of Reference have been understood and can be translated into a realistic work plan. A list of final documents, including reports that constitute the final deliverable must be included.

Curriculum Vitae (CV) of the Expert

You will attach to your proposal the detailed and updated CV.

Financial Proposal

	<i>Price per unit :</i>	<i>Quantity</i>	<i>Total amount excluding VAT</i>
<i>Compensation</i>	<i>(fee per day HT)</i>		
<i>Other fees :</i> <i>Per diem</i> <i>Air Transportation</i>	<i>Package</i>	<i>To be determined according to the methodology and work plan</i>	

The terms of payment and the content of each prize are :

The terms and conditions of the remaining payments will be agreed upon during negotiations with the selected consultant.

Signature of the Consultant : _____

Address :

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TERMS OF REFERENCE

Selection of an Expert Procurement Consultant

November 2020

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Background and rationale

Within the framework of the Regional Agricultural Policy (ECOWAP), ECOWAS has since 2012 adopted a regional food security storage strategy. This strategy is based on the complementarity of three lines or scales of defense against food and nutrition insecurity: (i) local stocks, generally managed by producer organizations, (ii) national security stocks managed by States, and finally (iii) the Regional Food Security Reserve (RRSA) implemented by ECOWAS through its Regional Agency for Agriculture and Food (ARAA). The RRSA was established by the ECOWAS Heads of State and Government during the 42nd Ordinary Session of 27 and 28 February 2013. It is the subject of a Supplementary Act to the ECOWAS Treaty.

The implementation of the ECOWAS regional storage strategy benefits from financial support from the European Union within the framework of the Food Storage Support Project of *sécurité* food in West Africa. The management of financing for the first three components has been delegated to the French Development Agency (AFD), and the last component to the Spanish Agency for International Cooperation and Development (AECID).

This project concerns the entire ECOWAS regional storage strategy, i.e. the combination of three lines of defense, each of which is the subject of a specific component. It comprises, in addition to these three components targeted at each level of storage, a component focused on the ECOAGRIS information system which was implemented by the Regional Agrhymet Centre (CILSS - now completed) and a component focused on decision support (Info-stocks Cell) and capacity building and common services of the ARAA.

The project, which is managed by the ECOWAS Commission, is being piloted with the support of a Steering Committee chaired by ECOWAS and involving the various stakeholders, particularly the delegated agencies AFD and AECID.

The first line of defense of the regional strategy is local storage. It concerns (i) cooperative-type producer organizations engaged in collection, storage and grouped marketing (generally in surplus areas), (ii) organizations engaged in grouped supply (deficit areas), and finally, (iii) feed banks (in pastoral and agro-pastoral areas). Support focuses on improving knowledge, strengthening the capacities of organizations and their regional networks, and designing financing and risk management instruments.

The second line of defense concerns national security stocks managed by states or co-managed with technical and financial partners. The stockpiling support project supports countries in updating or defining their national policies, defining governance bodies and intervention tools, and finally training the managers of these stockpiles. It facilitates the networking of national storage structures (RESOGEST) and strengthens the capacities of this network.

The third line of defense is represented by the Regional Food Security Reserve. The RRSA is based on two components: a physical stock and a financial reserve. The storage and conservation of food is ensured through service contracts with the national storage companies in the different sub-areas of the region.

The RRSA has been operational since 2016. It has dedicated governance bodies set up by ECOWAS statutory bodies, through a Management Committee and its Executive Bureau. The implementation of the operations of the RRSA is ensured by the ARAA through a dedicated division. All the detailed procedures (procurement, reception, quality control, storage, destocking, etc.) have been defined and are recorded in a procedures manual of the RRSA, in conformity with general ECOWAS procedures. Since 2016, the various procurement operations through calls for tenders have provided the Reserve with a capital of more than 32,000 tons of cereals, stored in five countries (Burkina Faso, Ghana, Mali, Niger, Nigeria). On the basis of the RRSA's mobilization procedures, several interventions involving a total of more than

25,000 tons have made it possible to respond to requests from several countries facing crises that meet the Reserve's intervention criteria (Nigeria, Niger, Mali and Burkina Faso).

The procurement plan for the Food Security Storage Support Project for the year 2020 provides for about thirty contracts for intellectual services, most of them for major studies, as well as supply and delivery contracts that should contribute to the achievement of the objectives of the Project whose implementation ends on May 29, 2021.

The proper execution of these various activities depends on the timeliness of procurement procedures and the speed with which contract files are processed. However, the small staff of the procurement team within the ARAA does not allow for the timely processing of the various contracts, particularly those relating to the Project. It is therefore essential to strengthen this team in order to be able to launch and complete all contracts within the required timeframe before the end of the Project.

To this end, ARAA wishes to strengthen its procurement team by recruiting an Expert Procurement Consultant dedicated to the Food Security Storage Support Project in West Africa.

The Consultant will be under the supervision of the ARAA Procurement Officer.

Overall Objective of the Benefit

The general objective of this consultation is to provide support to the procurement activities of the Food Security Storage Support Project in West Africa.

Specific Objectives of the Benefit

The specific objectives of the service are as follows:

- Monitor proper execution and update the procurement plan whenever necessary (subject to AFD or AECID consultation procedures);
- Ensure compliance of procurement with the Project Procedures Manual for components 1,2,3 and ECOWAS procurement procedures for component 5;
- Filing and archiving of all contract documents and files;
- Develop a mechanism for monitoring procurement, including deadlines, so that potential sources of delay can be quickly identified, informed to management and solutions proposed to resolve them;
- Write Notices of Expression of Interest, and ensure their proper publication on dedicated platforms;
- Ensure the quality of the technical specifications and terms of reference produced by the technical managers;
- Prepare tender documents, requests for quotations and requests for proposals ;
- Ensure the follow-up of the publication of tender notices in the appropriate media (websites, newspapers);

- Participate in bid openings, bid evaluations, contract awards, in order to be able to provide useful advice to the actors involved in the procurement process;
- Draft the contracts to be signed between ECOWAS/ARAA and the consultants, suppliers and providers selected ;
- Follow up on requests for, and opinions obtained from, the Project's funding partners (including any reservations raised) ;
- Ensure that all decisions related to the award and execution of contracts have complied with the agreed rules ;
- Produce periodically the situation of the markets
- Ensure that commitments on contracts are systematically reflected in the information system and communicated to the accountant;
- Ensure that the results of tenders are published and/or notified in a timely manner following contract award decisions, and that unsuccessful bidders are provided with the necessary information ;
- To ensure the supervision or possibly the secretariat of the commissions or sub-commissions of analysis;
- Performs all or part of the function or duties as assigned by management.

Expected results of the service

The expected results are :

- The Request for Proposals, Request for Proposals and Request for Quotations are prepared and submitted to the partners delegated to finance the Project without objection;
- The minutes of the opening of the bids and the evaluation reports of the various files are drawn up and submitted to the non objection of the partners delegating the financing of the Project;
- Contracts are drawn up and submitted to the partners delegating the financing of the Project for signature by ECOWAS/ARAA;
- Ensures that procurement decisions are made in accordance with the agreed agreements ;
- Support the resolution of any contracting issues that may arise;
- The deadlines for the various procurement procedures are respected;
- The files are treated with diligence.

Place, Duration and beginning of the service

The Consultant will be based in Lomé, Togo, at the headquarters of the Regional Agency for Agriculture and Food. The mission will start within 7 days at the latest following the signature of the contract for the provision of intellectual services and will end at the latest on May 29, 2021 (end date of the project

implementation period) with the possibility of an extension depending on the availability of funds and the Consultant's performance.

The Consultant shall report directly to the Executive Director of the ARAA, the Head of the UTGR/ARAA.

Qualifications/Experiences required of the provider

- A graduate degree in Engineering, Architecture, Administration, Procurement, Law, Finance, Commerce, Economics or related fields (BAC+4) ;
- Have at least five (5) years of experience in the field of procurement and a good knowledge of the agriculture sector in the West African region.

Required Provider Qualifications

- He/she must have a sound knowledge of procurement in general, and of the rules of procurement procedures of international, public institutions and Technical and Financial Partners (EU, AECID, AFD);
- Knowledge of ECOWAS procurement would be an asset;
- He/she must have a very good ability to solve problems related to procurement ;
- He/she must have good communication and teamwork skills;
- Mastery of procurement software would be an asset;
- Fluency in one of the three working languages of ECOWAS (English, French, Portuguese) is required. Good linguistic knowledge (written and oral) of a second working language of the Commission is required.

Consultant Selection Criteria

A Consultant will be chosen according to the selection method based on quality (including the qualifications of the Consultants) and cost.

The consultant will be selected on the basis of the following technical criteria:

N°	Criteria	Weight
1	Experience, qualifications and skills	30
2	Specific experience: relevant similar assignments	35
2.1	Knowledge in the field of institutional markets	15
2.2	Knowledge in the field of contracting	20
3	Compliance of the proposed Work Plan and methodology with the Terms of Reference	35
3.1	Technical approach and methodology	25
3.2	Work plan	10
TOTAL		100

The minimum technical qualification score is 75 points.

The Technical Proposal with the highest technical score (Ptm) will be awarded the final technical score (Ptf) of 100. The Final Technical Score for the remaining Proposals with a score (Nt) greater than or equal to the Minimum Qualifying Technical Score (MQS) will be calculated using the following formula:

$$P_{tf} = 100 \times \frac{N_t}{P_{tm}}$$

where "P_{tf}" is the final technical score, P_{tm} is the highest technical score and N_t is the technical score of the Proposal being evaluated.

The Financial Proposal with the lowest Evaluated Price (P_{fm}) will be assigned the maximum Award Score (N_p) of 100. The price score for the other Financial Proposals will be calculated using the following formula:

$$N_p = 100 \times \frac{P_{fm}}{P_f}$$

where "N_p" is the price rating, "P_{fm}" is the lowest price, and "P_f" is the price of the Proposal being evaluated.

The weights assigned to the Technical Proposal (T) and the Financial Proposal (F) are :

$$T = 0.8 \text{ and } F = 0.2$$

Proposals are then ranked according to their combined technical score (N_t) and price (N_p) using the weightings (T = the weighting assigned to the Technical Proposal; F = the weighting assigned to the Financial Proposal; T + F = 1) as follows :

$$N = N_t \times T\% + N_p \times F\%$$

The Consultant with the highest combined technical and financial score will be invited to negotiate a Contract.

Model contract

THIS AGREEMENT ("the Agreement") is entered into on *[insert start date of Services]*, by and between *[insert name of Client]* ("the Client") having its principal place of business at *[insert address of Client]*, and *[insert name of Consultant]* ("the Consultant"), residing at *[insert address of Consultant]*; Telephone _____: Telephone: , E-mail: :

BACKGROUND:

Agence Française de Développement, hereinafter referred to as "AFD", and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]*, hereinafter referred to as the "Project".

As part of the implementation of the Project, the Client requires a Consultant to perform the Services described in Appendix A.

WHEREAS the Client wishes the Consultant to provide the Services referred to below, and

WHEREAS the Consultant agrees to provide said Services,

NOW THEREFORE THE PARTIES TO THIS AGREEMENT have agreed as follows:

1. **services**
 - (i) The Consultant shall provide the Services and submit the reports specified in Schedule A "Terms of Reference and Scope of Services" which forms part of this Contract ("the Services");
 - (ii) The Consultant shall mobilize the expertise and use the methodology specified in Annex B "Consultant's Technical Proposal".

2. **schedule** The Consultant shall perform the Services during the period commencing on *[insert start date]* and ending on *[insert completion date]*, or such other period as the parties may subsequently agree in writing.

- 3 **Payment**
 - A. Ceiling amount

For Services provided in accordance with Appendix A, the Client shall pay the Consultant an amount up to *[insert cap amount]*, provided that the Cap Amount shall include all of the Consultant's costs and benefits and any tax liability the Consultant may have.

- B. Terms of Payment

The schedule and terms of payment are set out in Appendix C.

Payments shall be made within 30 days from the date on which the Consultant has submitted original invoices in duplicate to the Coordinator designated in paragraph 4, to the following bank account :

Bank account number : [....]

Holder of the bank account : [....]

4. Administration of the Contract

A. Coordinator.

Client designates *[insert name]* as the Coordinator; the Coordinator shall be responsible for the coordination of Services under the Agreement, the receipt and approval of invoices for payment and the acceptance of deliverables on behalf of Client.

B. Reports

The reports listed in Schedule A "Terms of Reference and Scope of Services" will be submitted as part of the Services and will form the basis for payments to be made in accordance with paragraph 3.

5 Performance Standards

The Consultant undertakes to provide the Services in accordance with the highest standards of professional ethics.

6. duty of reserve

During the term of this Agreement and for two years following its expiration, the Consultant shall not disclose any proprietary or confidential information concerning the Services, this Agreement, the business or activities of the Client without the prior written consent of the Client.

7 Ownership of Documents and Products

All reports, studies or other products, in the form of graphics, software or otherwise, prepared by the Consultant on behalf of the Employer under this Contract shall become and remain the property of the Client. The Consultant may retain one copy of such documents and software.

8) Activities prohibited to the Consultant

The Consultant agrees that, during the term of this Contract and after its expiration, neither the Consultant nor any entity affiliated with the Consultant shall be permitted to provide any goods, works, equipment or services (other than consulting services) for any project resulting from or related to the Services.

9. insurance

The Consultant shall take out an appropriate insurance policy.

10. transfer

The Consultant shall not assign or subcontract this Contract or any part thereof without the prior written approval of the Client.

11 Applicable Law

The Agreement is governed by the laws of *[insert country of*

and Language of the Contract *Customer]* and the language of the Agreement is French.

12. Termination The Client may terminate the Contract if the Consultant fails to provide the Services or fails to submit the required reports in accordance with Appendix A. Termination shall be notified in writing and shall take effect after 30 days.

13. Dispute Resolution All disputes, controversies or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) currently in force.

14 Declaration of Integrity The Consultant shall comply with the commitments contained in the Declaration of Integrity, Eligibility and Environmental and Social Commitment. A signed copy of this document is attached as Appendix D.

15 Status of the Consultant If the Consultant has the legal status of an independent consultant, he shall in no way be deemed to be a civil servant of the Client's country or an employee of the Client. The Consultant shall not be entitled to any payment, reimbursement, allowance, compensation or pension, other than as expressly stipulated in the Contract.

FOR THE CUSTOMER

FOR THE CONSULTANT

Signed by

Signed by

Title

Title

APPENDIX A - Terms of Reference and Scope of Services

1. Background and Rationale for Services ;
2. Objectives of the Services ;
3. Content of the Services ;
4. Reports/deliverables to be provided by the Consultant ;
5. Required profile of the Consultant ;
6. Calendar of Services.

APPENDIX B - Consultant's Technical Proposal

[Insert Consultant's methodology and detailed CV] [Insert Consultant's methodology and detailed CV].

APPENDIX C - Terms of Payment

The following is provided as an example. Terms of payment must be prepared specifically for each contract. The consultant's possible tax obligations in the Client's country should be indicated].

Indicate [Indicate : The Contract is at a global and fixed price or The Contract is at a unit price paid for the time spent].

Include the table of the Financial Proposal after negotiation of the prices proposed by the Consultant] [Include the table of the Financial Proposal after negotiation of the prices proposed by the Consultant].

	<i>Price per unit :</i>	<i>Quantity</i>	<i>Total amount excluding VAT</i>
<i>Compensation</i>	<i>(fee per day HT)</i>	<i>(To be defined by the Customer)</i>	
<i>Other fees :</i> <i>Per diem</i> <i>Air Transportation</i>	<i>(specify if package or refundable for each item)</i>	<i>(to be defined by the Customer)</i>	

The terms of payment and the content of each prize are :

Specify, for each expense, the conditions of eligibility and the content of the prize: the maximum amount per night of hotel if refundable, the class of air or rail transportation and its maximum amount if refundable, whether or not to include in the per diem price local transportation costs, communication costs, etc.] [Specify, for each expense, the conditions of eligibility and the content of the prize.

Terms of payment

- a) .. % of the Contract Price will be paid upon signature of the Contract ;
- b) .. % of the Contract Price will be paid upon receipt of satisfactory reports a, b, c and d ;
- c) .. % of the Contract Price will be paid upon receipt of satisfactory x, y and z reports ;
- d) .. % of the Contract Price will be paid upon approval of the final report.

If the Contract is for monthly payment, the Schedule shall specify the amount to be paid monthly, and the report to be prepared by the Consultant in relation to the Services specified in the Terms of Reference].

In case of refundable, indicate :

In the case of reimbursable expenses, proof of expenses will be attached to the invoice. Reimbursement of expenses will only be made up to the maximum amount stipulated in the Contract].

APPENDIX D - Declaration of Integrity, Eligibility and Environmental and Social Responsibility

Title of offer or proposal: _____ (the "Contract" ¹)

A : _____ (the "Project owner")

1. We acknowledge and accept that the Agence Française de Développement (the "AFD") finances the project owner's projects only on its own terms and conditions which are determined by the Financing Agreement which directly or indirectly binds it to the project owner. Consequently, there can be no legal relationship between the AFD and our company, our group, suppliers, contractors, consultants and subcontractors. The Project Owner retains sole responsibility for the preparation and implementation of the procurement process and for the execution of the contracts. Depending on whether the contracts are for works, supplies, equipment, intellectual services (consultants) or other services, the Contracting Authority may also be referred to as the Client or the Purchaser.
2. We certify that we are not, and that none of the members of our group, nor our suppliers, contractors, consultants and subcontractors are, in any of the following cases :
 - 2.1 Be in a state or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity, or be in any analogous situation resulting from proceedings of the same nature;
 - 2.2 Have been the subject of :
 - a. a conviction for less than five years by a judgment that has the force of res judicata in the country where the Contract is to be performed, for fraud, corruption or any offence committed in connection with the award or performance of a Contract (in the event of such a conviction, we may attach to this Integrity Statement additional information that would allow us to consider that such conviction is not relevant to the Contract);
 - b. An administrative sanction imposed less than five years ago by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption or any offence committed in connection with the award or performance of a contract (in the event of such a sanction, we may attach to this Integrity Statement additional information that would allow us to consider that this sanction is not relevant to the Contract);
 - c. A conviction pronounced less than five years ago by a judgment having the force of res judicata, for fraud, corruption or any offence committed in the context of the award or execution of a contract financed by the AFD ;
 - 2.3 To appear on the financial sanctions lists adopted by the United Nations, the European Union and/or France, in particular with regard to the fight against the financing of terrorism and attacks on international peace and security;
 - 2.4 Have been terminated at our sole discretion within the past five years due to a

¹ Where this Declaration of Integrity is required in connection with a contract that does not qualify as a "contract" under local law, the term "contract(s)" is therefore replaced by the term "contract(s)" and the terms "tenderer or consultant" are therefore replaced by the term "applicant".

serious or persistent breach of our contractual obligations in the performance of a prior contract, provided that such termination has not been challenged by us in a pending proceeding or has not resulted in a court decision overturning the termination at our sole discretion;

2.5 Not having fulfilled our obligations relating to the payment of our taxes according to the legal provisions of the country where we are established or those of the country of the Project Owner;

2.6 Be subject to an exclusion decision issued by the World Bank and, as such, appear on the list published at <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Integrity Statement additional information that would allow us to consider that this exclusion decision is not relevant to the Contract);

2.7 Filing false documents or making false statement(s) in providing the information required by the Employer in this procurement and contract award process.

3. We certify that we are not, and that none of the members of our group or our suppliers, contractors, consultants and subcontractors are, in one of the following conflict of interest situations:

3.1) Shareholder controlling the Owner or subsidiary controlled by the Owner, unless the resulting conflict has been brought to the attention of the AFD and resolved to its satisfaction.

3.2) Have a business or family relationship with a member of the Employer's staff involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict has been brought to the AFD's attention and resolved to the AFD's satisfaction;

3.3) Control or be controlled by another bidder or consultant, be placed under the control of the same company as another bidder or consultant, receive from another bidder or consultant or award to another bidder or consultant directly or indirectly subsidies, have the same legal representative as another bidder or consultant, maintain directly or indirectly contacts with another bidder or consultant allowing us to have and give access to the information contained in our respective offers or proposals, to influence them, or to influence the decisions of the Owner;

3.4) To be engaged for a mission of intellectual services which, by its nature, is likely to prove incompatible with our missions on behalf of the Project Owner;

3.5) In the case of a procedure for the award of a contract for works, supplies or equipment :

i. Have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the procurement process;

ii. Be ourselves, or one of the firms with which we are affiliated, hired, or to be hired, by the Employer to supervise or control the work under the Contract.

4. If we are a public establishment or a public company, in order to participate in a competitive bidding procedure, we certify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.

5. We undertake to inform the project owner without delay, who will inform the AFD, of any

change in the situation with regard to points 2 to 4 above.

6. Within the framework of the award and execution of the Contract :

6.1) We have not and will not commit any unfair manoeuvre (action or omission) intended to deliberately mislead others, intentionally conceal elements from them, surprise or vitiate their consent or cause them to circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

6.2) We have not and will not commit any unfair manoeuvre (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.

6.3) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative or judicial office within the Employer's State, whether appointed or elected, whether permanent or not, whether remunerated or not, and regardless of his or her rank, (ii) any other Person who performs a public function, including for a public body or public enterprise, or who provides a public service, or (iii) any other Person defined as a public official in the Contracting Authority's State, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he or she performs or refrains from performing any act in the exercise of his or her official duties.

6.4) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to any Person who directs or works for a private sector entity, in any capacity whatsoever, an undue advantage of any kind, for himself or herself or for any other Person or entity, to do or refrain from doing any act in violation of his or her legal, contractual or professional obligations.

6.5) We have not and will not commit any act that may influence the procurement process to the detriment of the Contractor, including any anti-competitive practice that has the object or effect of preventing, restricting or distorting competition, in particular by tending to limit access to the Market or the free exercise of competition by other companies.

6.6) We, or one of the members of our group, or one of the subcontractors will not acquire or supply equipment and will not intervene in sectors under embargo from the United Nations, the European Union or France.

6.7) We undertake to respect and ensure that all our subcontractors comply with the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is performed. In addition, we undertake to implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the Contracting Authority.

7. We, the members of our group, our suppliers, contractors, consultants and subcontractors, authorize the AFD to examine the documents and accounting records relating to the award and performance of the Contract and to submit them for verification to auditors appointed by the AFD.

Name : _____ As : _____

Duly authorized to sign for and on behalf of ² _____

Signature : _____

As of : _____

² In the case of a group, enter the name of the group. The person signing the bid/proposal/application on behalf of the bidder or consultant will attach the authority granted by the bidder or consultant.