

# Request for Proposals

## Selection of Procurement Advisor

**Agence Française de Développement**



**November 2021**



## Letter of Invitation

RFP No. 21-054-7

Manila, November 26, 2021

### **ROLITO RILLO**

Email Address: rolito.rillo@gmail.com

Phone No.: +639217423192

Dear **Mr. Rillo**:

1. The *Department of Transportation - DOTr* (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of *Cebu Bus Rapid Transit (CBRT) Project*. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The *DOTr* through its *Procuring Agent, Procurement Service (PS) of the Department of Budget and Management (DBM)*, now invites proposals from a short list of consultants to provide the following consulting Services: *Procurement Advisor (long term)*. More details on the Services are provided in the Terms of Reference (TOR).
3. A Consultant shall be selected under the following selection method: Each candidate will issue a maximum 2-page Methodological Note on its understanding of the TOR. This Methodological Note will be evaluated under a Pass/Fail method in comparison with the RfP/TOR requirements. The lowest Financial Proposal among Pass validated Methodological Notes will be selected.
4. This Request for Proposals includes the following documents:
  - This Letter of Invitation;
  - The Letter of Submission of the Proposal;
  - Technical Proposal;
  - Financial Proposal;
  - Terms of Reference;
  - Standard Form of Contract.
5. Please inform us upon receipt:
  - (a) That you received the Request for Proposals; and
  - (b) Whether you will submit a proposal or not.

6. Your proposal shall comprise your Proposal Submission Form, a Technical Proposal (only curriculum vitae (CV)), a Financial Proposal net of taxes and the signed Statement of Integrity, and must be received at the address indicated below on or before 10:00 AM of December 10, 2021. If necessary, you may request any clarifications by sending an email to the same email address.

Bids and Awards Committee VII  
PS-DBM Compound, RR Road, Cristobal St.,  
Paco, Manila 1107, Metro Manila  
Philippines  
Telephone No: (+63 2) 8290 6300 / 8290 6400 loc 8031  
Email Address : pd5@ps-philgeps.gov.ph

Yours sincerely,

**SIGNATURE REDACTED**

**ULYSSES E. MORA**  
The Chairperson  
Bids and Awards Committee VI



## Letter of Invitation

RFP No. 21-054-7

*Manila, November 26, 2021*

**EVELYN T. CARAIG**

Email Address: mycaraig@gmail.com

Phone No.: 09178202874

Dear **Ms. Caraig**:

1. The *Department of Transportation - DOTr* (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of *Cebu Bus Rapid Transit (CBRT) Project*. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The *DOTr* through its *Procuring Agent, Procurement Service (PS) of the Department of Budget and Management (DBM)*, now invites proposals from a short list of consultants to provide the following consulting Services: *Procurement Advisor (long term)*. More details on the Services are provided in the Terms of Reference (TOR).
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Yours sincerely,

**SIGNATURE REDACTED**

**ULYSSES E. MORA**  
The Chairperson  
Bids and Awards Committee VI

## Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for *Procurement Advisor (long term)* as a Consultant in accordance with your Request for Proposal dated [Insert Date] and my attached Technical Proposal.

My Financial Proposal is for the amount of [Insert amount(s) in words and figures]. This amount is exclusive of all taxes in the Country of the Client, and inclusive of taxes in any other country.

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

We remain,

Yours sincerely,

Name of the Consultant: \_\_\_\_\_

Signature of the Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

# **Technical Proposal**

## **Methodology and Work Plan to Perform the Services**

The recommended outline of your Technical Proposal (2 pages maximum, inclusive of charts and diagrams) is as follows:

- a) Methodology. 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. Issues to be addressed and their consequences shall be highlighted, and the methodology to tackle them shall be provided.
  
- b) Work Plan. Specify the nature and duration of each activity of the Services, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should evidence clear understanding of the TORs and ability to translate them into a realistic working plan. A list of the final documents, including reports to be delivered as final output, should be included here. The list of procurement packages under the CBRT and MMBRT is attached herein.

## **Expert's Curriculum Vitae (CV)**

Detailed and up-to-date CV(s) shall be provided.

## Financial Proposal

### I. Remuneration

Position	Qty	Unit	Rate	Total
1. Procurement Specialist	12	month		
Total				

### II. Reimbursable

2. Air Travel (Local-Mla-Ceb-Mla)	4	Round trip		
3. Accommodation (3D/2N)	4	travel		
4. Transportation (taxi-residence airport-piu v.v)	4	Round trip		
Total				

### Summary:

I. Remuneration				
II. Reimbursable				
III. 12% VAT				
Total (I + II + III)				

Conditions for payment eligibility and price inclusions are:

1. Remuneration shall be based on the time spent evidenced by a submission of a timesheet with activities undertaken
2. Reimbursable Expenses will only be paid upon submission of proof of expenses such as receipts and boarding pass
3. Maximum hotel nightly rate is US\$100 to be eligible for payment. In excess of the amount indicated herein will be shouldered by the Consultant
4. Air travel shall be economy class and shall be most direct route.

Consultant's signature: \_\_\_\_\_

Address: \_\_\_\_\_



# Terms of Reference

## Introduction

The Philippine Government through the Department of Transportation (DOTr) has embarked upon a program of development and implementation of Bus Rapid Transit (BRT) in the Philippines. The development and implementation of BRT in the Philippines, beginning with the Cebu BRT Project, is supported by the World Bank (WB) with additional funds provided by the Clean Technology Fund (CTF), Agence Francaise De Developpement (AFD) and the Philippine Government.

The planning objectives for BRT in the Philippines are:

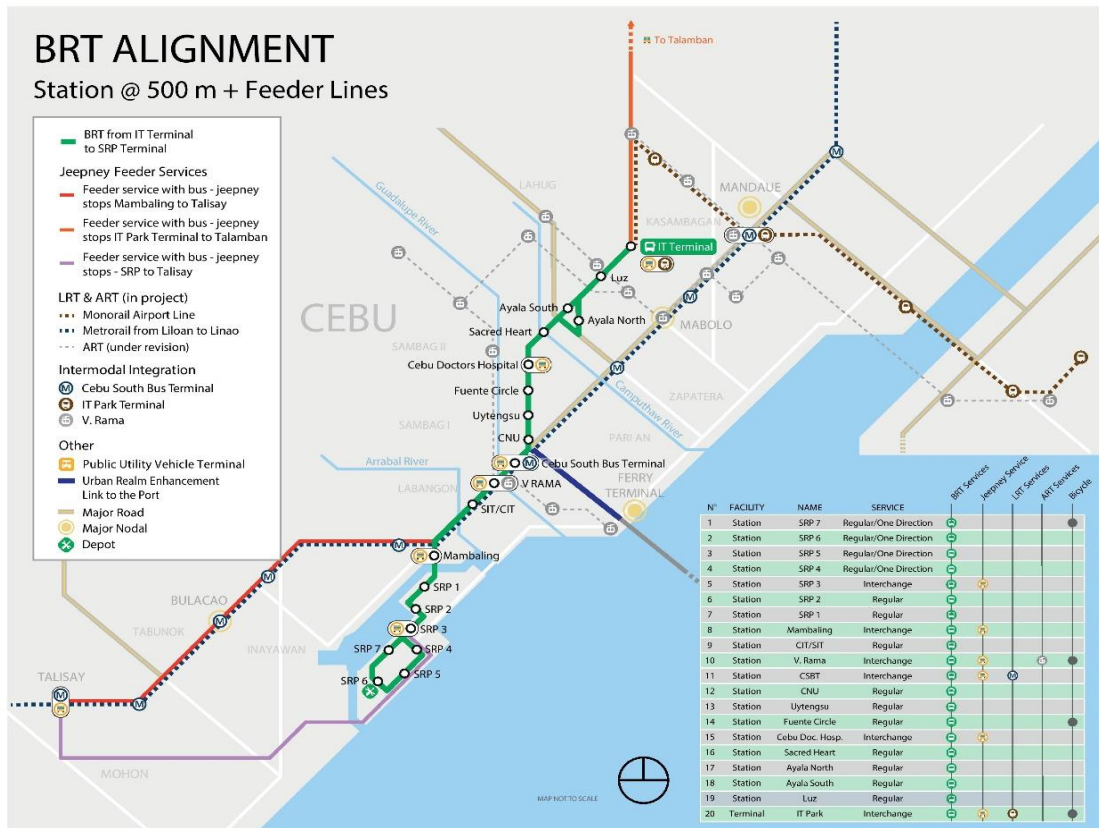
- Provide attractive, efficient public transport in terms of frequency, speed, reliability, safety, low global and local emissions, low initial implementation and ongoing operating and maintenance costs;
- Provide safe and secure mobility and resultant economic benefits for all, especially for low income and vulnerable populations who suffer from the lack of reliable public transport;
- Facilitate the optimal level of private participation in public transport provision;
- Mitigate any negative environmental and social impacts.

The Cebu Bus Rapid Transit (BRT) system will operate along both a dedicated transit way and in mixed traffic segments (using transit priority and improvements at intersections where possible). The Project Corridor is about 21.2 km long from South Road Properties (SRP) and Bulacao to IT Park. This system is expected to open January 2023 on a reduced BRT alignment and targeted to be fully operational by June 2024. The majority of commuters will be existing jeepney riders upgrading to the new service. The project also includes Area Traffic Control (ATC) systems, traffic engineering, urban realm enhancements, project management, outcome monitoring, and BRT concept dissemination.

The Cebu BRT project comprises the following:

- A segregated busway of 14.31 km between SRP and IT Park
- Stations and terminals along the segregated busway route
- A depot for the garaging of buses designated to operate as BRT services
- An Area Traffic Control (ATC) System and ITS to facilitate priority run times within the corridor and give city wide benefits of improved traffic flow
- An open service plan that ensures that, whilst infrastructure is limited to that between SRP and IT Park, feeder services operate beyond this. Specifically, in the case of IT Park to Talamban where bus passage will be facilitated by bus priority measures where required and where achievable within the confines of the roadway.
- Traffic management measures to improve traffic flow outside of the corridor that are seen to complement the BRT and maximize its impact
- Parking management measures that will similarly complement BRT and improve traffic flow
- Interchange improvements to offer enhancement to the level of service received by all public transport passengers irrespective of whether they use BRT or not
- Urban planning improvements consisting of public realm enhancements and enhanced integration of transport and land use.

The proposed Cebu BRT corridor, and locations for the station and terminals are illustrated in schematic form in the following figure.



DO' of implementation. The Project is designed to improve the efficiency, effectiveness and safety of public transport system on one of the strategic transport corridors in Metro Manila in an environmentally sustainable manner. The Metro Manila Line 1 BRT system is envisaged to be the first BRT line in the capital region.

The BRT corridor is 12.3 km long, traversing two cities (the City of Manila and Quezon City) via España Boulevard and Quezon Avenue. The Project will develop a BRT system along the Corridor from Manila City Hall to Philcoa in Quezon City.

**Expertise Required and Scope of Work:**

It is proposed to engage an individual consultant, a **procurement advisor**, to support the NPMO and the Project Implementation Unit (PIU) of Cebu BRT and the Metro Manila BRT Line 1 Project Implementation Unit (PIU) during the implementation. The contract is for 12 months over a 14- calendar month period.

The Procurement Advisor will undertake the following tasks with the instructions from the Project Manager of the BRT-NPMO, or any of his/her duly designated Task Lead:

1. Review and update the Procurement Manual under the PIP;
2. Formulate a Procurement Work Plan for the project with time-bound actions and coordinate accomplishment of key procurement actions;
3. Provide assistance to NPMO/PIU staff on procurement undertakings for the project, such as but not limited to: procurement planning, preparation of bidding documents/request for proposals, procurement conferences, evaluation, awarding and contracting under the Loan Agreements and PIP;
4. Ensure all procurements are conducted in accordance with the relevant procurement guidelines and procedures
5. Ensure that contracts are administered in accordance with the agreed terms and conditions, and general guidelines of the financing institutions and the government.
6. Provide inputs to the Transaction Advisor on the design a service contract procurement approach that can provide meaningful preference in the bidding process to existing operators, so as to enable them to become active participants in and supporters of the new transport system

7. Develop and implement procurement-related capacity building and transfer of knowledge programs for project/organic staff/consultants in the NPMO/PIUs
8. Provide effective and comprehensive filing systems for all procurement documents for all projects and programs under the BRT NPMO
9. Participate in procurement activities and meetings as required and prepare the necessary presentations as needed.
10. Assist the PIU staff in coming up with regular monthly report, specifically on procurement progress report.
11. Other tasks assigned by the NPMO Project Manager and/or Assistant Secretary or Undersecretary for Road Transport

### **Institutional and Organization Arrangement**

The project shall be implemented by the Project Implementation Unit (PIU) to be supported by the National Project Management Office (NPMO). The DOTr Procurement Division shall undertake all procurement activities. The Procurement Advisor shall be reporting directly to the office of the Project Manager, BRT-NPMO.

### **Duration and Reporting**

The contract is for 12 person months on a full-time engagement, over a 14-calendar month period. The Consultant will provide monthly progress reports that document activities completed and those planned. In addition, task specific reports will be produced as required by the client.

### **Consultant Qualifications**

The Consultant will have the following specialization and expertise.

<b>Consultant</b>	<b>Minimum Requirements</b>
Procurement Advisor	<ol style="list-style-type: none"> <li>1. Bachelor’s degree in law or engineering or management or any related fields</li> <li>2. Minimum general procurement experience of ten (10) years with at least three (3) years’ demonstrated full time continuous experience in implementing procurement in government (i.e. from procurement planning to actual procurement to contract administration/completion) using international competitive procurement procedures for works, goods, and consultancy services using guidelines of international financing institutions (i.e. WB, AFD, or ADB or JICA)</li> </ol>

### **Criteria for Selection**

A Consultant shall be selected under the following selection method:

Each candidate will issue a maximum 2-page Methodological Note on its understanding of the TOR. This Methodological Note will be evaluated under a Pass/Fail method in comparison with the RFQ/TOR requirements. Likewise, the Detailed CV will be evaluated on a pass/fail method in comparison with the qualification/credentials stated herein.

The lowest Financial Proposal among Pass validated Methodological Notes and CV will be selected.

## **Standard Contract**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s*

*address*], 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 [*insert start date*] and ending on [*insert completion date*] or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [*insert ceiling amount*]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account’s name:

**4. Contract Administration** A. Coordinator

The Client designates Mr./Ms. [*insert name*] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment,

and for acceptance of the deliverables by the Client.

**B. Reports**

The reports listed in Annex A, “Terms of Reference and Scope of Services” shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.

- 5. Performance Standard** The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall 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 *[insert country of the Client]*, 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 UNCITRAL Arbitration Rules as at present in force.
- 14. Declaration of Integrity** The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.
- 15. Consultant’s Status** If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension

or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

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

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

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

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

## **ANNEX A - Terms of Reference and Scope of the Services**

1. Background and justification of the Services;
2. Objectives of the Services;
3. Scope of the Services;
4. Duration and Reporting
5. Consultant's required profile;

## **ANNEX B - Consultant's Technical Proposal**

*[Insert here the Consultant's methodology and CV(s).]*



## ANNEX C - Payment Schedule and Modalities

The Contract is a unit price contract time-based remunerated

*[Insert here the Financial Proposal table resulting from price negotiation with the Consultant]*

### I. Remuneration

Position	Qty	Unit	Rate	Total
1. Procurement Specialist	12	month		
Total				

### II. Reimbursable

1. Air Travel (Local-Mla-Ceb-Mla)	4	Round trip		
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### Summary:

I. Remuneration				
II. Reimbursable				
III. 12% VAT				
Total (I + II + III)				

Conditions for payment eligibility and price inclusions are:

1. Remuneration shall be based on the time spent evidenced by a submission of a timesheet with activities undertaken
2. Reimbursable Expenses will only be paid upon submission of proof of expenses such as receipts and boarding pass
3. Maximum hotel nightly rate is US\$100 to be eligible for payment. In excess of the amount indicated herein will be shouldered by the Consultant
4. Air travel shall be economy class and shall be most direct route.

Payment to the Consultant shall be on a monthly basis upon presentation of the following documents:

1. Accomplishment Report
2. Certificate of Acceptance
3. Billing/Claim for Payment
4. Receipts for reimbursable items

All payments will be subject to the usual government accounting and auditing rules and regulations. For reimbursables, material evidence of payment shall be attached to the invoice. Payment shall not exceed the maximum amount specified in the Contract

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

Reference name of the bid or proposal: \_\_\_\_\_ (The "Contract")

To: \_\_\_\_\_ (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.