

Request for Proposals

Selection of Consultant for developing a Communication Plan for INTIQAL-AFD funded project

December, 2022

Letter of Invitation

[December the 8th, 2022 - Gaza Strip]

[Insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The *Premiere Urgence Internationale* (hereinafter called “Client”) has received financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of [Youth, Heritage, Resilience and Development in Gaza Strip]. 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 *Premiere Urgence Internationale* now invites candidates to provide proposals for the following consulting Services: *Communication Plan Consultancy*. More details on the Services are provided in the Terms of Reference (TOR) and AFD communication guide
3. A Consultant shall be selected under the selection method based on quality (mostly Consultant’s qualifications). The candidate’s experience in *developing a Communication Plan for the project* and his knowledge/skills in portfolio, production of visual and multimedia products, work in ENG, FR and ARA, Capacity to challenge and propose innovative thinking shall be a critical criterion in the selection. The maximum budget for those Services is 20,000 Euros.
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;
 - AFD Communication guide
 - 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 (including curriculum vitae (CV)), a Financial Proposal net of taxes and the signed Statement of Integrity, and must be received at the following address dep.log@premiere-urgence-pal.org by January the 3rd at 12am. If necessary, you may request any clarifications by sending an email to consort.co@intiqal.org, copying hom@premiere-urgence-pal.org.

Yours sincerely,

Anthony DUTEMPLE
PUI Head of Mission oPt

Proposal Submission Form

[Location, Date]

To: [Premiere Urgence Internationale]

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for a *Communication Plan Consultancy* as a Consultant in accordance with your Request for Proposal dated 03/01/2023 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 (3 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.*

Expert's Curriculum Vitae (CV)

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

Financial Proposal

	<i>Unit price:</i>	<i>quantity</i>	<i>Total (tax excluded)</i>
<i>Remuneration</i>	<i>20 000 euros</i>	<ol style="list-style-type: none"> 1. 1 exhaustive communication plan and an executive summary, aligned and articulated with AFD visibility and communication guidelines 2. 1 graphic charter along with logo 3. 1 short video (3min max) to launch the communication towards all stakeholders 4. Development key messages, vision, story telling 5. Graphical toolkit for publications in social media and visual printings (all copyrights assigned to PUI) 6. Short training plan to further build the capacity of the internal communication resources who will work on the project 7. Work plan/Planning of the communication roll out over the 5-years project along with indicators and monitoring plan/tools <p>➔ All communication materials must be available in FR, ENG and ARA</p>	
<i>Other expenses:</i>	-	-	

Conditions for payment eligibility and price inclusions are:

Note: Please be noted that :

- 20% upon approval of deliverables 1+2+4
- 50% upon approval of deliverables 3+5
- 30% upon approval of deliverables 6+7

Consultant's signature: _____

Address: _____

Terms of Reference

A. Background:

- **PUI Globally**

Première Urgence Internationale is a non-profit, non-political, non-religious international NGO. **Première Urgence Internationale** helps civilians who are marginalised or excluded as a result of natural disasters, war and economic collapse.

Our mission is to defend basic human rights, such as those set out in the Universal Declaration of Human Rights in 1948.

“Our mission is to help populations affected by humanitarian crises by providing them with the skills to take their future back into their own hands”.

In 2021, our projects are being led in 22 countries by 2 129 collaborators, 196 expatriates and 92 headquarters staff.

- **PUI in the oPt**

Operational in the Occupied Palestinian territory since 2002, PUI has developed integrated programmes to assist Palestinians affected by, or threatened with, protection risks.

We help communities prepare for, and respond to, emergencies, we provide emergency response, including in-kind and cash-based interventions.

We contribute to the humanitarian coordination mechanisms to promote human rights and advocate for the rights of Palestinians locally and internationally.

In the Occupied Palestinian territory, we seek to continue developing our relationship with Palestinians, urging them to engage and act on their heritage and archaeological sites, to enhance their steadfastness, protect their identity and basic human rights.

- **The INTIQAL Consortium**

We believe that re-framing the relationship of Palestinians with their cultural heritage and archaeological sites, through empowering youth and enhancing their capacities, will allow younger generations to move forward from the legacy of this heritage to a brighter future.

INTIQAL 2030 is a youth-led initiative supported by Première Urgence Internationale, an innovative socio-economic development program that leverages on the protection of cultural heritage involving communities and local civil society stakeholders, encouraging their interaction on archaeological sites. This initiative creates and runs a safe space in which girls, boys, young people and families engage in concrete actions and express their fears and hopes in a protective environment while developing their resilience following violent or traumatic experiences.

Beyond its cultural and historical positive impact, the INTIQAL consortium champions other socio-economic development objectives. These include innovative activities aiming at achieving economic and energy independence, and bringing new sustainable solutions which will benefit and empower Gazans and their community in the long term.

Through strengthening and reframing youth's relationships with cultural heritage, future societal outcomes are reimagined, more vibrant than ever, reflecting the resilience youth in the occupied Palestinian territory are well known for.

Hence, INTIQAL 2030 provides opportunities for Youth to be a positive force for development, engaging them in supporting and achieving comprehensive socio-economic development for their community, and to help accelerate the implementation of sustainable development goals (SDGs) approved by the United Nations.

Since 2017, and in close collaboration with Palestinian youth (workers, graduates and young professionals), INTIQAL has been instrumental in protecting two threatened historical sites in the Gaza Strip: Mukhaitem (Byzantine Church of Jabalya) and **Tell Umm el-'Amr (Saint Hilarion Monastery)**.

Premiere Urgence Internationale leads the consortium and continues to work on comprehensive projects with diverse activities such as protection and preservation, training and capacity building, promotion of cultural heritage while engaging the Palestinian community and raising awareness about the importance of cultural heritage and its future. We are proud of our partnerships with local communities, schools, archaeological experts, cultural and academic institutions as we seek to contribute to the understanding of how youth engagement and social entrepreneurship can support youth social and economic development and help accelerate the implementation of the SDGs.

- **The AFD-funded project**

PUI has signed a 5-year project funded by Agence Francaise de Development (AFD) to **establish St Hilarion site as a venue for social & economic development for youth in the Gaza Strip, through:**

- The **setup of ambitious infrastructures and site enhancement** to ensure protection of the site, and the construction of a protective cover above the archeological remains.
- The creation of an **interpretation centre**, for the reception of the public and specifically youth as well as the development of cultural activities, scientific mediation, exhibitions, well-being and psychosocial support activities, allowing the valorization of the site among youth and the local communities with a view to boost the local economic fabric and social cohesion and support the resilience and well-being of young people.
- The Development of an ambitious and comprehensive **training programme** targeting youth in the field of heritage preservation, restoration and valorization, cultural mediation, site management and technical maintenance, scientific and cultural programming.
- **Outreach activities** aiming at promoting the site of St Hilarion in East-Jerusalem and in the West Bank through the establishment of exhibitions and innovative tools.

B. Objectives:

We are looking for a consultancy team for a six month consultancy that would develop a Communication Plan for the AFD funded project and consult PUI teams and key stakeholders to help us fine-tune:

- Why we communicate: *community mobilization, inform about the impact of the project, and raise interest from potential new partners*
- For whom: *Palestinian Youth, key institutional stakeholders and cultural organizations*

- With what: *new technologies (web portal, application), publications*
- How: *online, social media, media and events (conferences)*
- When: *key dates and events during the project timeline*
- Evaluate the communication plan effectiveness: *Set up indicators and monitoring tools*

Expected Results:

- 1 exhaustive communication plan and an executive summary, aligned and articulated with AFD visibility and communication guidelines
- 1 graphic charter along with logo
- 1 short video (3min max) to launch the communication towards all stakeholders
- Development key messages, vision, story telling
- Graphical toolkit for publications in social media and visual printings (all copyrights assigned to PUI)
- Short training plan to further build the capacity of the internal communication resources who will work on the project
- Work plan/Planning of the communication roll out over the 5-years project along with indicators and monitoring plan/tools
- ➔ All communication materials must be available in **French, English and Arabic.**

Main tasks and responsibilities of the consultancy team:

- To consult with Palestinian Youth, PUI teams and key stakeholders to grasp the vision and the objectives of the AFD funded project and the INTIQAL consortium as well as red lines and constraints.
- To propose various alternatives and identify the most impactful options
- To consult PUI and stakeholders on proposed solutions throughout the consultancy and adapt its deliverables to the feedback received
- To deliver the expected outputs according to the workplan defined jointly at the beginning of the contract

Budget

- 20 000 EUR (all expenses included)

Bid

- Bid must contain examples of previous work with some similarities with Humanitarian/Development project, Cultural Heritage and Youth engagement
- CVs of members of the consultancy teams
- Reporting plan with PUI / deadlines / workplan
- Demonstrate capacity to work in FR, ENG and ARA
- Highlight methodology and approach for this specific consultancy
- Detailed price offer and disbursement plan (please note a percentage will be retained until validation of final deliverables)

Criteria	Ponderation
Relevant experience: portfolio, production of visual and multimedia products + work in ENG, FR and	40 %

ARA, composition and coherence of the consultancy team. <i>Nb: diversified representation in terms of gender, age, diversity and nationality will be considered an added value. The presence of at least one Palestinian within the consultancy team will be a strong advantage.</i>	
Creativity – Capacity to challenge and propose innovative thinking, ideas to elaborate meaningful communication plan.	25 %
Adequation with culture & process – Commitment to PUI values and expertise of the consultancy teams.	10 %
Cost - Price transparency, coherence of the offer & cost sharing.	25 %

Timeline:

Sharing the call by PUI to consultants and agencies: December 11th 2022 on <https://www.premiere-urgence.org/appels-doffres-consultance/> and <http://afd.dgmarket.com>
 Receiving bid: by January the 3rd COB
 First meeting: 3rd week of January 2023
 Work would start immediately with consultation with PUI teams in Palestine.
 1st draft of Communication Plan to be received by last week of April 2023

Contact:

Questions can be submitted to: hom@premiere-urgence-pal.org and consort.co@intiqal.org by December 20th 2022
 Answers will be shared to all on <https://www.premiere-urgence.org/appels-doffres-consultance/> by December 27th 2022
 Bid must be sent by January the 3rd to: dep.log@premiere-urgence-pal.org

Standard Contract

THIS CONTRACT (“Contract”) is entered into this [on xx/xx/2022], by and between [Premiere Urgence Internationale] (“the Client”) having its principal place of business at [Gaza City, Habboush Street, Dream Building], and [XXX] (“the Consultant”) having its principal office located at [insert Consultant’s address]; Telephone: _____, Email: _____.

BACKGROUND

The Agence Française de Développement (the “AFD”) and [Premiere Urgence Internationale] have signed a Financing Agreement for [Youth, Heritage, Resilience and Development in Gaza Strip] (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 January 2nd 2023 and ending on June the 30th 2023 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 [### EUR]. 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 60 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. Julie Dusseaux, AFD project - Intiqal coordinator, as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving tax exempted 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

The Contract shall be governed by the laws of France, and the language of the Contract shall be the English language.

**Contract and
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

A. Background:

• PUI Globally

Première Urgence Internationale is a non-profit, non-political, non-religious international NGO. **Première Urgence Internationale** helps civilians who are marginalised or excluded as a result of natural disasters, war and economic collapse.

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- To deliver the expected outputs according to the workplan defined jointly at the beginning of the contract

Budget

20 000 EUR (all expenses and taxes included).

Bid

- Bid must contain examples of previous work with some similarities with Humanitarian/Development project, Cultural Heritage and Youth engagement
- CVs of members of the consultancy teams
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- Highlight methodology and approach for this specific consultancy
- Detailed price offer and disbursement plan (please note a percentage will be retained until validation of final deliverables)

Criteria	Ponderation
<p>Relevant experience: portfolio, production of visual and multimedia products + work in ENG, FR and ARA, composition and coherence of the consultancy team.</p> <p><i>Nb: diversified representation in terms of gender, age, diversity and nationality will be considered an added value. The presence of at least one Palestinian within the consultancy team will be a strong advantage.</i></p>	40 %
<p>Creativity – Capacity to challenge and propose innovative thinking, ideas to elaborate meaningful communication plan.</p>	25 %
<p>Adequation with culture & process – Commitment to PUI values and expertise of the consultancy teams.</p>	10 %
<p>Cost - Price transparency, coherence of the offer & cost sharing.</p>	25 %

Timeline:

- Sharing the call by PUI to consultants and agencies: December 11th 2022 on <https://www.premiere-urgence.org/appels-doffres-consultance/> and <http://afd.dgmarket.com>
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Bid must be sent by January the 3rd to: dep.log@premiere-urgence-pal.org.

ANNEX B - Consultant's Technical Proposal

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

ANNEX C - Payment Schedule and Modalities

[The following is provided as a sample provision. The payment schedule should be prepared specifically for each contract. Any tax obligations of the Consultant in the Country of the Client should be indicated explicitly.]

[Insert: The Contract is a lump-sum contract or The Contract is a unit price contract time-based remunerated]

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

	Unit Price	Quantity	Total (tax excluded)
Remuneration	(fee net of taxes per day)	(to be specified by the Client)	
Other expenses:	(for each item specify if Lump sum or reimbursable)	(to be specified by the Client)	
Per diem			
Flight tickets			
Hotel...			
(specify list of items)			

Conditions for payment eligibility and price inclusions are:

[Specify for each item the conditions for payment eligibility and the price inclusions: maximum hotel nightly rate allowed if reimbursable, train or flight passenger class and maximum travel cost if reimbursable, list of price inclusion in per diem rate such as local transport expenses, communications costs...]

Payment schedule:

- 50... % of the Contract Price shall be paid upon signing of the Contract.
- ... % of the Contract Price shall be paid upon submission of the reports a, b, c and d.
- ... % of the Contract Price shall be paid upon submission of the reports x, y and z.
- ...50 % of the Contract Price shall be paid upon approval of the final report.

[If the Contract provides for monthly payments, this annex must indicate the amount to be paid each month, as well as the report to be prepared by the consultant in relation to the Services specified in the Terms of Reference]

[In case of reimbursables, add the following sentence:

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 of¹: _____

Signature: _____ Dated: _____

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