

Invitation to bid

Request for quotation

Title: Consultancy for rehabilitation of 1 km of water networks

Reference: LRC-01M2024

Submitted on: 14-05-2024

Description: Design and supervision consultancy for rehabilitation of 1 km of water networks in Menye-Denniyye area

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Section 1: About LebRelief - LRC

Lebanese Relief Council (LebRelief - LRC) is a non-political nongovernmental organization (NGO) located in Lebanon. LebRelief has currently offered essential services to refugees residing in informal settlements, finished and unfinished buildings, and in collective shelters and for hosting community in collaboration with municipalities and local and international NGOs. The motivated LebRelief team approaches each engagement with utmost dedication and commitment for the cause it serves. As a result, LebRelief is unique in its devotion and loyalty for human rights principles regardless from any other factor.

Our vision is to provide humanitarian aid and economic development to the impoverished communities within Lebanon as well as the refugees in the fastest and most efficient way possible, in order to release the tension between the two parties and foresee a sustainable society.

The mission of LebRelief is to secure protection for most vulnerable individuals by responding to their needs through services that revolve around economic development, the providing of services, shelter, WASH, Health Care, Social Cohesion and Information and Legal Assistance. With the collaboration of local and international partners, we will be able to reach a consensus within the community that is respected and sustainable for all.

Section 2: Bid data sheet

Association LRC wishes to invite you to the invitation to bid for **Design and supervision consultancy for rehabilitation of 1 km of water networks in Menye-Denniyye area**

Reference: The reference number of this bid is **LRC-01M2024** as stated by LebRelief.

Location of work: Menye-Denniyye area

Scope of work: Design and supervision consultancy for rehabilitation of 1 km of water networks in Menye-Denniyye area.

The bidders are hereby invited to provide a price offer on the following work components:

- Fill detailed Price offer describing in the ToR the needed item for the completion of the assigned work.
- Complete the delivery of item within the required duration mentioned.

The deadline for submission: The deadline of submission of this bid will be on Friday the 24th of May, 2024 at 17:00 pm. Bids shall be opened directly after the deadline of submission. All bids must be filled, signed, stamped and submitted in sealed envelopes to LebRelief offices. For any further clarification, kindly contact us by email on tender@leb-relief.org, or by phone on 81 336 492.

Section 3: Further information

1. **Scope of price offer:** The awarded bidder will deliver needed works or services within the needed requirement of LebRelief, as per the price in submitted quotation form.

2. **Finalizing of Price Offer Submission:**

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

3. **Corrupt Practices:** LebRelief requires Employees, Bidders and Vendors, to work under the highest standards of ethics during the preparation, delivering of supply component, and execution of contracts. Where the following should be avoided:

1. Corrupt practice includes the offering or receiving of anything of value to influence the action of a public official in the supplying process or in contract execution;
2. Fraudulent practice includes a falsification of facts in order to influence a procurement process or the execution of a contract;

In the case where the bidder, employee, or vender fails to avoid fraud and/or corruption, LebRelief will:

- Reject any bids related to that person
- Remove these bidding consultant from our prequalified list
- Contact and report District Officials
- Terminate works

4. **Currencies of Price Offer and Payment:** The bidder shall quote all prices in USD currency. Similarly, all payments will be made in USD unless requested by the bidder and approved upon by LebRelief to be in another currency.

5. **Format and Signing of Price Offer:** The Bidder shall prepare one set of Price offer document per contract that he/she wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

6. **Withdrawal and Replacement of Bids:** A Bidder may withdraw or replace his/her price offer after it has been submitted at any time before the deadline.

7. **Confidentiality:**

- Examination, evaluation, comparison, and post-qualification of bids, shall not be disclosed to bidders or any other person.
- Any effort by a Bidder to influence Association LRC in the examination, evaluation, comparison, and post - qualification of the bids or contract award decisions may result in the rejection of his/her price offer.

8. **Clarification of Bids:** Association LRC may, at its discretion, ask any Bidder for a clarification of his/her Price Offer. Association LRC's request for clarification and the response shall be either in writing (signed) submitted at LebRelief - LRC's office or via email at tender@leb-relief.org.

Section 4: Qualified bidder

A Bidder is encouraged to submit papers proving the following in order to participate in LebRelief selection:

- Bidder must send his official registration documents
- Bidder must sign and stamp the invitation to bid (Attached)
- Bidder must sign and stamp the sworn declaration (Attached)
- Bidder must fill, sign and stamp the third party beneficiary information (Attached)
- Bidder must fill, sign and stamp the ToR (Attached)

A Bidder whose circumstances in relation to the above mentioned statuses changes during the supplying processor during the execution of a contract shall immediately inform LebRelief.

A Bidder, and all parties constituting the Bidder including sub-consultant, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Association LRC regarding this bidding process.

The consultant shall abide to design in full compliance with all relevant requirements and specifications. Relevant tests required by the NGO technical teams must be submitted for their approval.

Evaluation of Bids:

1. Association LRC shall examine the legal documentation and other information submitted by Bidders to verify eligibility mentioned in , and then will review and score Bids according to the following criteria:

- CV and Experience: 20 points
- Quality: 10 points
- Price: 60 points
- Delivery time frame: 10 points

2. Bidder selection criteria:

#	Criteria	Sub Criteria	Max Score	0	1
1	Experience	Overall Experience	20	Company/individual cannot provide any proof of past experience; The past experience provides testimony of bad past experience The company did not submit Staff CV.	company can provide proof of past experience for similar services for at least 5 years, in addition to the Staff CV.s and amount of past contracts, certification of reference from other projects.
2	Quality	Consultant must submit a list of tools that will be used in the design and feasibility phases	10	No suitable tools have been submitted to be used in the study.	Modern and accurate Tools and equipment's to be used in the study
3	Price		60	Price shall be scored proportionally to the lowest logical price.	

4	Time Frame	Consultant must provide a Program of work stating the planned dates from the date of contract awarding till the completion of the design drawings	10	0 Points if duration of feasibility and design phases is More than 14 days	5 Points if duration of feasibility and design phases is between 10 to 14 days	10 Points if duration of feasibility and design phases is Equal or less than 10 days
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3. In case of more than one consultant being scored the same in the evaluation with the same highest prequalification, re-pricing will take place between the equivalently scored vendors allowing the reconsideration of prices. If the scoring remains equivalent, the winning bidder will be identified via a draw in the presence of the bid evaluation committee and the concerned bidders.
4. Association LRC reserves the right to reject all bids, and re-tender if no satisfactory bids have been submitted

Award Procedure:

- The Association LRC shall award the Contract in writing.
- Any consultant who has not been awarded a contract will be notified either by email or by any other suitable way for both parties.

Signing of Contract: Upon receipt of the Letter/Email of Award, Association LRC shall call the successful Bidder to sign the Contract.

Section 5: Obligations and Requests

- The bidder shall abide to the instruction of LebRelief relevant teams.
- LebRelief has the right to ask for the substitution of the focal point of contact and or staff in case the NGO found that the focal point lacks experience and knowledge related to the project or for any other reasons evaluated by LebRelief.
- The bidder and/or the nominated focal point shall coordinate with LebRelief and concerned authorities in all cases specifically cases related to due dates and handing over.
- The bidder should take at his responsibility the application for any needed permit(s) from government department(s) and is deemed to acquire from concerned authorities all needed permits related to the targeted geographical area of implementation.
- The consultant is committed to all expenses that may arise from any modification and repairs resulted from the negligence and interruption of already existing infrastructures.

Section 6: Condition of Contract

1. **Penalties:** Penalty for late delivery applies to each day (24 hour period), or part of a day after the dates and times given in the mutually agreed contractual delivery dates. Penalty comprises 2% of the total value of the order per day.
2. **Legal status:** The Vendors shall not be considered in any respect as being the employees of LebRelief. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.
3. **Ethical standards:** All suppliers doing business with LebRelief - LRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labor, and give fair working conditions to their staff. LebRelief - LRC will not do business with producers of weapons, alcohol, tobacco or pornography.
4. **Conflict of interest:** Vendors must notify LebRelief - LRC if there is potential conflict of interest with any LebRelief - LRC staff prior to signing of this Contract. Any supplier failing to do so and later found to have a conflict of interest will be struck from the LebRelief - LRC vendor database.
5. **Obligations:** The Vendor shall neither seek nor accept instructions from any authority external to LebRelief - LRC.
6. **Contract management:** Any issues arising during this contract must be communicated either in writing between these two contacts or any other method suitable by both parties. Any adjustments to the Contract must also be noted in writing, with signatories from representatives of both parties.
7. **Acceptance and acknowledgment:** No Contract shall become effective and no Contract shall exist until LebRelief - LRC has received from the Vendor written acceptance of the conditions which govern this Contract by signature at the end of this Contract. Initiation of performance under this order by the vendor shall also constitute acceptance of the order by the vendor, including all terms and conditions herein contained or otherwise incorporated by reference. Each party of the Contract will hold a signed copy for reference.
8. **Force majeure:** Force Majeure includes: natural disasters, local laws or regulations, industrial disturbances, acts of violence, civil disturbances, explosions and/or any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of a Force Majeure type situation; and within but not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to LebRelief - LRC of such Force Majeure. Otherwise, LebRelief - LRC shall then have the right to cancel the Contract by giving, in writing, seven (7) days' notice of termination to the Vendor.
9. **Default:** In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, LebRelief - LRC may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, LebRelief - LRC may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.
10. **Bankruptcy:** Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, LebRelief - LRC may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

- 11. Amendments:** No change in or modification of this Contract shall be made except by prior agreement between the Project Manager of LebRelief - LRC and the Vendor. Amendments to this agreement shall be made in writing and signed by both parties.
- 12. Assignments:** The Vendor shall not assign, transfer, pledge or make other disposition of this Contract except with the prior written consent of LebRelief - LRC.
- 13. Disputes – Arbitration:** Any claim or controversy arising out of or relating to this or any contract resulting here-from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with LRC to specify.
- 14. Use of name, emblem or official seal:** Unless authorized in writing by LebRelief - LRC, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to LebRelief - LRC or use the name, emblem or official seal of LebRelief - LRC or any form of the name of Association LRC or LebRelief - LRC for advertising purposes or for any other purposes.
- 15. Notice:** Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.
- 16. Anti-personnel weapons producers:** The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel weapons. Any breach of this representation and warranty shall entitle LebRelief - LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief - LRC.
- 17. Child labor:** The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle LebRelief - LRC to terminate this Contract immediately upon notice to the Vendor, at no cost to LebRelief - LRC.
- 18. Prior negotiations superseded by contract:** This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.
- 19. Intellectual property infringement:** The Vendor warrants that the use or supply by LebRelief - LRC of the services or goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold LebRelief - LRC and their donors harmless from any actions or claims brought against LebRelief - LRC or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.
- 20. Title rights:** LebRelief - LRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to service which bears a direct relation to, or is made in consequence of, the services provided to the organization by the Vendor. At the request of LebRelief - LRC, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organization in compliance with the requirements of the applicable law. Title to any equipment and supplies which may be furnished by LebRelief - LRC and any such equipment shall be returned to LebRelief - LRC at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to LebRelief - LRC, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

- 21. Insurance:** The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with a Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of LebRelief - LRC, of such liability insurance. Insurance must cover the whole period of works on site.
- 22. Payment schedule:** The invoice will be paid by LebRelief - LRC upon an agreed schedule by both parties. Payment will be made either via Bank transfer or bank letter.
- 23. Transparency:** LebRelief - LRC undertakes to conduct transparent transactions in all operations. The parties agree that any payments related to this transaction are open and transparent.
- 24. Acceptance:** Please confirm your acceptance of this order by signing below, and ensure that all future correspondence includes the contract reference number.

Section 7: Agreement between:**LebRelief Representative**

Name:

Position:

Date:

Signature:

Bidder Representative

Name:

Position:

Date:

Signature:



TERMS OF REFERENCE

CONSULTANCY FOR DESIGN AND SUPERVISION FOR THE CONSTRUCTION AND REHABILITATION OF WATER NETWORK MENYE-DENNIYYE-LEBANON

1. Background on the project

LebRelief - LRC is a non-political, non-religious, non-profit and non-governmental organization (NGO) located in Lebanon and working in Lebanon since 2014 in the humanitarian sector. LebRelief in partnership with Expertise France under the Shabake Project is working on the rehabilitation of 1 km of water networks in Menye-Denniyye area.

1.1 Projects description:

a) Water Network Rehabilitation :

In coordination with NLWE, LebRelief will rehabilitate 1 km of water network to provide water to around 1000 subscribers in Menye - Denniyye.

Overall Objective

LebRelief is seeking the services of a professional design and supervision consultancy firm with substantial experience in assessing, designing, and supervising of rehabilitation of water networks Denniyye and Menye areas.

2. SCOPE OF THE WORK

- a. The consultant shall assess and submit after 10 days of awarding date a feasibility study report with a cost estimate bill of quantities for 4 projects proposed by North Lebanon Water Establishment in Menye-Denniyye area and a package of design documents. The consultant might be utilizing appropriate tools to determine the leak's origin and locations e.g. leak detectors, etc.
 - The design documents include but not limited to design drawings, Bill of Quantities, procurement documents, and specifications relevant to the selected Project.
 - The feasibility study report shall also include:

Topographic Survey Report:

The topographic survey report shall include all the tasks conducted during the survey and their related drawings (Layouts, Profiles, sections).

- Actual network plan drawings including but not limited to geographic and location for well and tanks, manholes, Ground level, invert levels, location, height ...etc)
- As built water network profile drawings.

Defects and Leaks Report:

The consultant must highlight the manholes and pipelines that are defective and color-code the identified points of water leaks in these drawings. The consultant must also highlight and color-code the crossings



of existing utilities (irrigation canals, waste water networks, etc). The consultant must state in this report the proposed rehabilitation civil, mechanical, and electrical works for each option with a narrative about the potential solution design and environmental benefits of the solutions.

Characteristics of the area and network:

The consultant must submit a matrix including the main characteristics of each network in terms of potential number of beneficiaries and potential coverage of demand post-intervention, collection rate in the area served by this network, operation mode of the network pre and post intervention, priority according to Water establishment. The characteristics shall also include a brief description of the demographic and socio-economic context of the area served.

Preliminary Cost Estimate:

The consultant must submit a preliminary cost estimate for each of the proposed design solutions segregated by Civil, mechanical, and electrical works.

- b. The consultant shall support LebRelief in the evaluation of Tenders following a clear set of financial and technical criteria.
- c. The Consultant shall monitor, check, review and supervise all construction components to ensure that they are executed in accordance with contracts specifications and are consistent with good construction practice. The Consultant shall ensure that safety and health regulations are implemented and respected.
- d. The Consultant shall examine and approve the shop drawings, materials, and equipment submittals by the contractor to assure overall quality and general coherence of the executed works.
- e. The consultant shall supervise and approve the submitted method statements.
- f. The Consultant shall prepare any further clarifications to the design or drawings necessary for the contractors to be able to carry out the construction works. The Consultant shall assume responsibility for all items included in the BOQ and their quantities and ensure that LebRelief does not bare any unnecessary and avoidable extra costs to the original contracted BOQ.
- g. The Consultant shall assess any design modifications that may become necessary during implementation and propose technically and financially acceptable amendments, while ensuring the implementation of the project process related to any variation (if any).
- h. The Consultant shall conduct at least two site visit per week (or more depending on the progress of work on site) ensuring the quality and timely implementation of Works vis-à-vis the contracted BOQ & specifications and shall attend all site meetings. The Consultant shall perform quality control and continuously follow-up quality assurance activities and evaluation. The site visit shall not be restricted to inspection durations but shall rather be to monitor progress and proactively identify potential issues and solutions impacting completion of the Designed Works.
- i. The Consultant shall offer a regular cost control overview to ensure the alignment of the construction works progress and the cash flow/contracted amount for the construction.
- j. The Consultant shall ensure to lower the environmental risk of the construction works as stated in the Initial Environmental Examination approved by the Ministry of Environment.

- k. The Consultant shall verify all invoices, completion certificates, inspections reports, progress reports and other relevant documents provided by the contractor on site and to sign and approved interim payments.
- l. The Consultant shall monitor the safety of all stakeholders on site including LebRelief’s personnel.
- m. The Consultant shall revise and check the as-built drawings of the scope of Works and the take-off quantities (measurement sheets). The Consultant shall coordinate with the contractor to establish acceptable means of verification of the quantities executed on site that are not measurable and verified through as-built and shop drawings
- n. The consultant shall supervise the testing and commissioning of all implemented networks.
- o. Ensure and supervise the compilation of the Operation and Maintenance (O&M) manual and training content to the WE technical personnel by the Contractor, as part of the handover process.
- p. A monthly report summarizing progress of work during the month, accomplishment in relation to the program of work, percentage of completion of relative to the BoQ with all the documentations, photos, and related emails. A final report including a summary of the Works and photographs after completion shall be submitted to LebRelief after scope of works is completed on site. It is worth noting that the consultant shall follow up with the contractor throughout the implementation for the daily reports and compilation of these reports as means of verification and to narrate the monthly and final reports.
- q. The Consultant shall be responsible for supervision and coordination of the site since the taking-over by the contractor until handing-over of the site to North Lebanon Water Establishment.
- r. The consultant shall submit a time frame for the item 1 and 2 in the below bill of quantities highlighting the maximum duration for both studies.
- s. The consultant shall take into consideration in his bid submission a defects and liability duration of 1 year after the preliminary handing over to the water establishment.

** The Consultant shall take into consideration in their financial offer, in addition to the regular site visits, all necessary back-office work, coordination meeting with any stakeholder and contractor, visits related to commencement of work, snag list visits and check-ups, partial and final handover visits and reports/forms, and any formal site visit by the client and/or stakeholders.

Description	Unit	Quantity	Unit Price	Total Price
Assessment and feasibility study for the proposed projects	LS	1		
Development of Design drawings, Bill of Quantities, specifications, and preparation of tendering documents	LS	1		



Supervision on ongoing works including approvals on Shop drawings, method statements, safety plan, work plan, insurance, reporting including two monthly reports and one final reports and inspections.	LS	1		
Review and approval on as built drawings, O&M Manuals, Close out documents	LS	1		
Prepare and train skilled labor of North Lebanon Water establishment on leakage detection and maintenance	LS	1		
Additional Services. This rate applies to any additional services not outlined in the ToR and bill of quantities	Day	1		

Beneficiary Profile

Company Information

Your full name(represent)

Company name

Company's activity

example : consulting company

Address

City

Country

VAT number(*)

Company Registration Date

Telephone (Area code + telephone number)

Email & Website

Banking Information (Only if no IBAN)

Bank's name

Bank branch address

City and Country

()Full Address*

Bank Account Holder

(The name is on a bank account)

IBAN (International bank account number)

Bic/Swift (*)

()Mandatory for all banks*

Deviser du compte (Account currency)

Monnaie Locale

Euros

Dollars

Local Currency

Stamp and signature of the bank (both obligatory)

Date

Full name - Signature

Please enclose your bank account identification form. Some countries or banks do not issue IBAN, this form should be signed and stamped by your bank.

Please ensure that all information has been entered on this form, otherwise the payments can be executed

In case of a change of account, please fill out this form with the new information.

**SWORN DECLARATION
BY TENDERERS INVOLVED IN THE IMPLEMENTATION OF A GRANT
FINANCED BY EXPERTISE FRANCE**

To be attached to the [application/tender/contract]¹

Object of the service/supply/works purchase contract: Service

In the context of the Grant contract covering:

1. We acknowledge and accept that, in the aforementioned circumstances, Expertise France shall be entitled to exclude our company from the tender procedure for services/supplies/works in the context of the implementation of a Grant financed by Expertise France and, should the contract be awarded to our company, any such situation may lead to termination of the contract, in accordance with the terms of the latter.

2. We hereby declare that neither we, nor any member of our consortium, nor any supplier, service provider, consultant or subcontractor (including the directors, employees and agents of said entities) nor any person holding the power of representation, decision-making or control over said persons, is in any of the following situations:
 - a) Bankruptcy or proceedings relating to bankruptcy, liquidation, safeguarding or cessation of operations, or any similar situation resulting from proceedings of the same nature;

 - b) Or has been the subject of:
 - i. A ruling dated from within the past five years with the force of res judicata in the country of implementation of the contract for fraud, corruption or any offence committed in the context of an award or performance of a tender or contract; in the event of any such ruling, we reserve the right to append additional information to this Integrity Undertaking specifying that said ruling is not relevant to the contract;

 - ii. An administrative sanction dated from within the past five years 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 the context of an award or performance of a tender or contract; in the event of any such sanction, we reserve the right to append additional information to this Integrity Undertaking specifying that said sanction is not relevant to the contract;

 - iii. A ruling dated from within the past five years with the force of res judicata for fraud, corruption or any offence committed in the context of an award or performance of a contract financed by the AFD;

Supported by

Avec la
participation
de

Implemented by

- c) Feature on any sanctions list adopted by the United Nations, European Union or France, notably in respect of anti-money laundering, counter-financing of terrorism and the undermining of international peace and security.
- d) Any termination issued solely due to failings on our part within the past five years as a result of us having committed any serious or persistent breach of our contractual obligations during the performance of a previous tender or contract, subject to said sanction not currently being contested by us or which has led to a court ruling dismissing said termination solely due to failings on our part;
- e) Any breach of our obligations to pay taxes in accordance with the legal provisions of the country in which we are established or those of the country of the contracting authority;
- f) Any exclusion decision issued by the World Bank or to feature in this regard on the list published at <http://www.worldbank.org/debarr>; in the event of any such exclusion decision, we reserve the right to append additional information to this Integrity Undertaking specifying that said exclusion decision is not relevant to the contract;
- g) Or has produced false documents or been found guilty of false declarations when providing documents demanded by the contracting authority in the context of this contract award process.

3. We hereby declare that neither we nor any member of our consortium or our suppliers, contractors, consultants or service providers is confronted by any of the following conflicts of interest:

- a) Being a shareholder controlling the contracting authority or a subsidiary controlled by the contracting authority, unless the resultant conflict has been notified to Expertise France and been resolved to its satisfaction;
- b) Having a business or family relationship with any member of the contracting authority's departments who is involved in the contract award or supervision process, unless the resultant conflict has been notified to Expertise France and been resolved to its satisfaction;
- c) Controlling or being controlled by another bidder or consultant, being under the control of the same company as another bidder or consultant, receiving from another bidder or consultant or awarding a grant to another bidder or consultant, whether directly or indirectly, having the same legal representative as another bidder or consultant, directly or indirectly maintaining contacts with another bidder or consultant enabling us to have access and provide access to information contained in our respective bids or proposals, or of influencing such bids or proposals or the decisions of the bidder or consultant;
- d) Having been engaged to provide intellectual services, the nature of which runs the risk of being incompatible with our assignments carried out on behalf of the bidder or consultant.
- e) In the case of a procedure covering the award of a works, supplies or equipment contract:
 - i. We have ourselves prepared or have been supported by a consultant who has prepared the specifications, plans, calculations and other documents used in the context of the contract award procedure.

- ii. We have ourselves, or one of the firms with which we are affiliated, been recruited, or will be recruited, by the contracting authority to supervise or audit the works under the contract.
4. If we are a public institution or public company, to be able to participate in a competitive tender we hereby certify that we enjoy legal and financial autonomy and that we are governed by the rules of company law.
5. We undertake to notify the contracting authority without undue delay, which will in turn notify Expertise France, of any change of situation with regard to points 2 to 4 above.
6. In the context of contract award and execution:
 - a) We have not committed and will not commit any unfair practices (action or omission) designed, with regard to any third party, to deliberately deceive, intentionally conceal information, inveigle or vitiate consent, circumvent legislative or regulatory obligations or violate internal rules in order to obtain an illegitimate benefit.
 - b) We have not committed and will not commit any unfair practices (action or omission) contrary to our legislative or regulatory obligations and/or internal rules in order to obtain an illegitimate benefit.
 - c) We have not promised, offered or granted, nor will do so in the future, whether directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial office within the country of the contracting authority, whether such person is appointed or elected, permanently or otherwise, remunerated or otherwise and regardless of their hierarchical level, (ii) any other person exercising a public function, including for a public body or public company, or which provides a public service, or (iii) any other person defined as a public official in the country of the contracting authority, any undue advantage of any kind, to the person directly or for any other person or entity, to incite said person to take action or omit to take action during the exercise of their official public functions.
 - d) We have not promised, offered or granted, nor will do so in the future, whether directly or indirectly, to any person managing a private-sector entity or working for any such entity in any capacity whatsoever, any undue benefit of any kind, to the person directly or for any other person or entity, to incite said person to take action or omit to take action in breach of their legal, contractual or professional obligations.
 - e) We have not committed, nor will do so in the future, any act likely to influence the contract award process to the detriment of the contracting authority, notably no anti- competitive practices having the purpose and effect of preventing, restricting or distorting fair competition, notably by limiting access to the contract or the free exercise of competition by other companies.
 - f) We hereby certify that neither we ourselves nor any member of our consortium or any of our subcontractors will acquire or supply goods or take action in sectors subject to embargo implemented by the United Nations, the European Union or France.

- g) We undertake to comply with, and shall obtain a similar undertaking from all our subcontractors, the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organisation (ILO), conventions of freedom of association and collective bargaining, on the elimination of forced labour, on the elimination of discrimination in employment, on the elimination of child labour and international agreements on environmental protection, in compliance with the laws and regulations applicable in the country of contract implementation. Furthermore, we undertake to implement mitigation measures against environmental and social risk where stated in the environmental and social management plan provided by the contracting authority.

We acknowledge and accept that, should any of the aforementioned situations be identified to apply to us, the Beneficiary of the Grant would be obliged to forward such information to Expertise France, or to the Donor of the financing or any other entity of the Agence Française de Développement group, and that said parties may integrate such information within a rapid detection and exclusion system, including publication on their website.

With regard to this declaration, we undertake to notify Expertise France without delay of any change to our situation during the tender process and, as applicable, during contract execution.

Name: _____ Function: _____

Duly authorized to sign on behalf of:¹ _____

Date: _____

Signature: