

## DECLARATION OF INTEGRITY, ELIGIBILITY AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

(To be provided signed with the application, with no changes to the text)

Title of the offer or proposal \_\_\_\_\_ (the "**Contract**")

To: \_\_\_\_\_ (the "**Owner**")

1. We acknowledge and accept that the Agence Française de Développement (the "**AFD**") only finances the project owner's projects on its own terms, which are determined by the Financing Agreement that links it directly or indirectly to the project owner. Consequently, there can be no legal link between the AFD and our company, our group, our suppliers, contractors, consultants and sub-contractors. The project owner retains sole responsibility for preparing and implementing the procurement process and its execution. Depending on whether the contracts are for works, supplies, equipment, intellectual services (consultants) or other services, the Project Owner may also be referred to as the Client or the Buyer.
2. We certify that we are not, and that none of the members of our consortium, nor our suppliers, contractors, consultants and subcontractors are, in any of the following cases:
  - 2.1 be in a state of, or have been the subject of, bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any similar situation resulting from proceedings of the same nature;
  - 2.2 Have been :
    - a) a conviction handed down within the last five years by a judgment that has the force of res judicata in the country in which the Contract is performed, for fraud, corruption or any offence committed in connection with the award or performance of a Contract (in the event of such a conviction, we have the option of attaching to this Declaration of Integrity additional information that would make it possible to consider that this conviction is not relevant in the context of the Contract);
    - b) an administrative sanction imposed within the last 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 connection with the award or performance of a contract (in the event of such a sanction, we may attach to this Integrity Statement any additional information that would make it possible to consider that this sanction is not relevant in the context of the Contract);
    - c) A conviction handed down within the last five years by a judgment that has the force of res judicata for fraud, corruption or any offence committed in connection with the award or performance of a contract financed by AFD;
  - 2.3 To appear on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, in particular to combat the financing of terrorism and breaches of international peace and security;
  - 2.4 Have been terminated to our exclusive detriment within the last five years as a result of a serious or persistent breach of our contractual obligations during the performance of a previous contract, provided that this sanction has not been contested by us or given rise to a court decision overturning the termination to our exclusive detriment;

- 2.5 Not having fulfilled our obligations relating to the payment of our taxes in accordance with the legal provisions of the country in which we are established or those of the country of the project owner;
- 2.6 Be subject to a debarment order issued by the World Bank and as such appear on the list published at the e-mail address <http://www.worldbank.org/debarr> (in the event of such a debarment order, we may attach to this Declaration of Integrity additional information which would make it possible to consider that this debarment order is not relevant in the context of the Contract);
- 2.7 Falsely document or misrepresent any information required by the Employer in connection with this procurement and award process.
3. We certify that we are not, and that none of the members of our consortium or our suppliers, contractors, consultants and subcontractors are, in any of the following situations of conflict of interest:
  - 3.1 A shareholder controlling the project owner or a subsidiary controlled by the project owner, unless the resulting conflict has been brought to the AFD's attention and resolved to its satisfaction.
  - 3.2 Have a business or family relationship with a member of the Employer's staff involved in the procurement process or supervision of the resulting Contract, unless the resulting conflict has been brought to AFD's attention and resolved to its satisfaction;
  - 3.3 Controlling or being controlled by another bidder or consultant, being placed under the control of the same company as another bidder or consultant, receiving from another bidder or consultant or awarding to another bidder or consultant, directly or indirectly, subsidies, having the same legal representative as another bidder or consultant, directly or indirectly maintaining contacts with another bidder or consultant enabling us to have and give access to the information contained in our respective bids or proposals, to influence them, or to influence the project owner's decisions;
  - 3.4 Be engaged for an intellectual services assignment which, by its nature, is likely to prove incompatible with our assignments on behalf of the project owner;
  - 3.5 In the case of a procedure for the award of a works, supply or equipment contract :
    - a) To have prepared ourselves or to have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the contract award procedure;
    - b) Being ourselves, or one of the firms with which we are affiliated, engaged, or to be engaged, by the Employer to carry out the supervision or control of the works under the Contract.
4. If we are a public establishment or a public company, in order to take part in a competitive tendering procedure, we certify that we have legal and financial autonomy and that we are managed in accordance with the rules of commercial law.
5. We undertake to inform the project owner without delay, who will inform the AFD, of any change in the situation with regard to points 2 to 4 above.
6. In connection with the award and performance of the Contract :
  - 6.1 We have not committed and will not commit any unfair manoeuvre (act or omission) intended to deliberately deceive another person, intentionally conceal information from them, surprise or vitiate their consent or cause them to circumvent legal or

regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

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

6.3 We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative or judicial office within the State of the Employer, whether appointed or elected, on a permanent basis or not, whether remunerated or not and whatever their hierarchical level, (ii) any other Person who performs a public function, including for a public body or a public company, or who provides a public service, or (iii) any other Person defined as a public official in the State of the Employer, an undue advantage of any kind, for himself or for another person or entity, in order that he perform or refrain from performing an act in the exercise of his official duties.

6.4 We have not promised, offered or given, and we will not promise, offer or give, directly or indirectly, to any Person who directs or works for a private sector entity, in any capacity whatsoever, any undue advantage of any kind, for themselves or for any other Person or entity, in order that they do or refrain from doing any act in breach of their legal, contractual or professional obligations.

6.5 We have not committed and will not commit any act likely to influence the process of awarding the Contract to the detriment of the Employer and, in particular, any anti-competitive practice the object or effect of which is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.

6.6 We, or one of the members of our consortium, or one of the subcontractors will not acquire or supply equipment and will not operate in sectors under embargo by the United Nations, the European Union or France.

6.7 We undertake to respect, and to ensure that all our subcontractors respect, -the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is carried out. In addition, we undertake to implement measures to mitigate environmental and social risks where these are indicated in the environmental and social management plan provided by the project owner.

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

Name: \_\_\_\_\_ As : \_\_\_\_\_

Duly authorized to sign for and on behalf of<sup>1</sup> : \_\_\_\_\_

Signature : \_\_\_\_\_

As of : \_\_\_\_\_

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<sup>1</sup> In the case of a consortium, enter the name of the consortium. The person signing the tender, proposal or application on behalf of the tenderer, consultant or candidate shall attach to it the power of attorney granted by the tenderer, consultant or candidate.