

RFQ 23-6065

# **REQUEST FOR QUOTATION (RFQ)**

# **FOR SERVICES**

Project Title:	Pacific Organic Learning Farm Network (POLFN) Project
Nature of the services	Farm Advisors for the Organic Learning Farms in Fiji, Solomon Islands, Nauru.  1 position available in each country
Location:	Fiji, Solomon Islands, Nauru
Date of issue:	30/11/2023
Closing Date:	10/12/2023
SPC Reference:	RFQ 23-6065

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#### Part 1: INTRODUCTION

#### 1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation of the Pacific region, established by treaty in 1947 with the signing of the *Agreement Establishing the South Pacific Commission* (the Canberra Agreement).

Our unique organisation covers more than 20 sectors and is renowned for knowledge and innovation in such areas as fisheries science, public health surveillance, geoscience and conservation of plant genetic resources for food security.

For more information about SPC and the work that we do, please visit our website: https://www.spc.int/.

#### 1.2 SPC's procurement activities

SPC's procurement activities are guided by the principles of high ethical standards, value for money, open competition and social and environmental responsibility and are carried out under our Procurement Policy.

For further information or enquiries about SPC's procurement activities, please visit the procurement pages on our website: <a href="https://www.spc.int/procurement">https://www.spc.int/procurement</a> or email: <a href="mailto:procurement@spc.int">procurement@spc.int</a>

#### 1.3 SPC's Request for Quotation (RFQ) Process

At SPC, procurement valued at more than EUR 2,000 and less than or equal to EUR 45,000 requires an evaluation of at least three quotations to determine the offer that provides the best value for money through a Request for Quotation (RFQ) process.

This RFQ sets out SPC's requirements for a project and it asks you, as a bidder, to respond in writing in a prescribed format with pricing and other required information.

Your participation confirms your acceptance of SPC's conditions of participation in the RFQ process.

#### Part 2: INSTRUCTIONS TO BIDDERS

#### 2.1 Background

SPC invites you to submit a quotation to deliver the services as specified in Part 3.

SPC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration. Please read the instructions carefully before submitting your bid. For your quotation to be considered, it is important that you provide all the prescribed information by the closing date and in the format specified.

#### 2.2 Submission Instructions

You must **submit your quotation and all supporting documents** in English and as an attachment to an email sent to timocin@spc.int and with the subject line of your email as follows: **Submission RFQ 23-6065- Farm Advisor**. The email should also be copied to **rfq@spc.int**.

The supporting documents expected in this RFQ are:

The Conflict-of-Interest Declaration form completed

- Part 5: Bidders Letter of Application, Technical and Financial Proposal Submission Forms
- CV
- AFD Statement of Integrity form

Your submission must be clear, concise and complete and should only include a quotation and information that is necessary to respond effectively to this RFQ. Please note that you may be marked down or excluded from the procurement exercise if your submission contains any ambiguities or lacks clarity.

Bids will be evaluated on the basis of information received by 11.59 pm Fiji Time on 10/12/2023.

#### 2.3 Evaluation & Contract Award

Each quotation validly received will be assessed against the evaluation criteria matrix set out in <u>Part 4</u>. Any changes in the evaluation criteria will result in the RFQ process being re-issued.

SPC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be substantially responsive to the RFQ documents, provide the best value for money (highest cumulative score) and best serve the interests of SPC.

In the event of a bid being accepted, procurement will take place under SPC's <u>General Terms and Conditions</u> <u>of Contract</u> and depending on the value or nature of the procurement, the award will be made by issuing a purchase order or a signed and dated contract, or both.

#### 2.4 Key Contacts

Please contact SPC should you have any doubt as to what is required or if we can help answer any questions that you may have.

Timoci Nakalevu will be your primary point of contact for this RFQ and can be contacted at timocin@spc.int. You should copy any communications into <a href="mailto:rfq@spc.int">rfq@spc.int</a>.

Details will be kept of any communications between SPC and bidders. This assists SPC to ensure transparency of the procurement process. While SPC prefers written communication in the RFQ process, at any point where there is phone call or other conversation, SPC expects to keep a file note of the exchange, with all forms of communication with prospective bidders to be retained as source documents for the procurement of the services.

#### 2.5 Key Dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
RFQ sent to potential vendors	30/11/2023
RFQ Closing Date	10/12/2023
Award of Contract	18/12/2023
Commencement of Contract	20/12/2023
Conclusion of Contract	29/12/2024

#### 2.6 Legal and compliance

**Confidentiality:** Unless otherwise agreed by SPC in advance or where the contents of the RFQ are already in the public domain when shared with the bidder, bidders shall at all times treat the contents of the RFQ and any related documents as confidential. SPC will also treat the information it receives from the bidders as confidential.

Conflict of interest: Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the RFQ process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the RFQ process. In support of your response to this RFQ, you must submit to SPC the Conflict-of-Interest Declaration form available on our procurement page website: https://spc.int/procurement.

Breach of this requirement can result in SPC terminating any contract with a successful bidder.

Currency, validity, duties, taxes: Unless specifically otherwise requested, all proposals should be in bidders' local currency and must be net of any direct or indirect taxes and duties, and shall remain valid for 120 days from the closing date. The successful bidder is bound by their proposal for a further 60 days following notification they are the preferred bidder so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

**No offer of contract or invitation to contract:** This RFQ is not an offer to contract or an invitation by SPC to enter into a contract with you.

**Privacy:** The bidder is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this RFQ. SPC will handle any personal information it receives under the RFQ in line with its <u>Privacy Policy</u>, and the <u>Guidelines for handling personal information of bidders and grantees.</u>

Warranty, representation, assurance, undertaking: The bidder acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any contract which may (or may not) follow on from this RFQ process.

#### 2.7 Complaints process

Bidders that consider they were not treated fairly during any SPC procurement process may lodge a protest. The protest should be addressed to <a href="mailto:complaints@spc.int">complaints@spc.int</a>. The bidder must provide the following information: (1) full contact details; (2) details of the relevant procurement; (3) reasons for the protest, including how the alleged behaviour negatively impacted the bidder; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

#### Part 3: TERMS OF REFERENCE

#### A. Background/context

#### A. Position Background: Farm Advisor

In 2021 POETCom was successful in obtaining funding from the Kiwa initiative for the project *Pacific Organic Learning Farms Network*. This 4 -year project will support the development of organic learning farms Network in Fiji, Solomon Islands, Nauru, and Tonga.

The goal of this project is the development of organic farming systems for food security, climate change adaptation, and biodiversity conservation to strengthen resilience of smallholder producers through the establishment of a network of Organic Learning Farms (OLFs). These organic farms will demonstrate the best organic and agroecological production methods, with a focus on enhanced biodiversity, which can be adopted by smallholder producers. These farms will demonstrate the benefits of biodiversity, agro ecology, agro forestry and organic production methods and technologies for climate resilience.

In September 2022, a call for expression of interest was advertised in the 4 project countries for interested farmers to become Organic Learning Farms. A total of 29 applications were received, 21 from Fiji, 5 from Solomon Islands, 2 from Tonga and 1 from Nauru. Led by the in-country coordinator (ICC)'s of the respective countries, the applicants were put through a rigorous evaluation and due diligence process before the 7 Learning farms were selected.

In each country, the ICCs coordinate national level activities, and are especially in charge of spreading out the project approach to "first circle of farmers" beyond the OLFs and organizing trainings to these circles. The targeted number of first circle farmers is 100 in Fiji, Solomon Islands and Tonga, and 40 in Nauru. A call for expression of interest was also advertised to farmers to be part of these first circles, closing end of October 2023.

Following RFQ 23-985, SPC / POETCom is still seeking to engage 3 experienced farm advisors to provide farm advisory services to the following successful Organic Learning Farms:

Farm		Location	Country
1.	Navuso Agricultural Technical Institute	Viti Levu	Fiji
2.	Gwaunafiu	Malaita	Solomon Islands
3.	Max Dowedia's farm	Yaren	Nauru

#### B. Purpose, objectives, scope of services

**Purpose of Role:** The farm advisors provide technical and advisory services to their OLF, promoting and growing agroecological farming practices. They support the OLFs in ensuring activities are conducted in a timely manner as stipulated in their respective Letter or Agreement with SPC (LOA). The OLFs and Farm Advisors will serve as ongoing providers of demonstration, training, mentoring and advisory services to first circle farmers.

The farm advisor will target the following Outputs:

 Conducting projects setup and farming activities as stipulated in the Letter of Agreement (LOA) with the OLFs

- 2. Monitor the activities conducted and projects to ensure proper and on-time task have taken place.
- 3. Supervises the OLFs activities.
- 4. Assist organic/agroecological OLF labours.
- 5. Assist first circle farmers on technical aspects: provide training contents, give guidance to first circle farmers on TAPE Tool (Tool for Agroecology Performance Evaluation) and transition activities, conduct farm visits (first circle) according to needs.
- 6. Provide monthly reports to POLFN project SPC In country coordinator, and facilitate the activity coordination between In country coordinator and the OLF
- 7. Produce targeted awareness materials to OLF and first circle farmers in collaboration with SPC and Kiwa secretariat communication staff.

Below are listed the key roles, responsibilities, and scope of practice of the farm advisor. The farm advisor, according to the ICC, will be able to request technical experts support on certain subjects when needed. In this list, "farmers" refers to OLF and first circle farmers, but priority will be given to the OLF activities and needs.

- Educational Support: provide knowledge to farmers about the principles of agroecology.
- 2. **Transition Assistance:** provide support to farmers in their transition from conventional to agroecological / organic farming methods.
- 3. **Crop Management:** Assist farmers in selecting appropriate crops from farmers in the region, advise on planting, cultivating, and harvesting methods that aligns with agroecological / organic farming practises.
- 4. **Soil Health Improvement:** offer guidance on enhancing soil fertility, structure and overall health using techniques like cover cropping and composting.
- 5. **Pest and Disease Management:** assist in providing alternative methods as crop rotation, companion planting, and natural use of natural resources to manage pest and disease.
- 6. **Weed Control:** Assist farmers on weed management through techniques such as mulching, using of cover crops, mechanical methods.
- 7. **Resource Efficiency:** to provide guidance on water conservation, energy efficiency, reduce waste to promote sustainable practices.
- 8. **Market Access:** assist farmers in navigating through market access on produce certification, farming quality and marketing strategies.
- 9. **Compliance with Standards**: Assist farmers to understand and learn the Pacific Organic Standard (POS) and regulations and assist in maintaining compliance to ensure the organic integrity of their products.

#### **Timelines**

The Farm Advisor will commence work upon signing of contract until December 2024.

#### Reporting and contracting arrangements

The farm advisor will report directly to the respective In country coordinator and POLFN project manager.

#### Skills and qualifications

- 1. Have more than 5 years' experience in farming in the respective country and location where the farms are.
- 2. Have knowledge in organic farming / agroecological practices.
- 3. Understand the Pacific Organic Standard (POS).
- 4. Understanding of the relevant country's (Fiji, Solomon Islands & Nauru) agricultural, forestry and land management context.
- 5. Experience in collaborating with multiple stakeholders.
- 6. Computer knowledge

#### Scope of Bid Price and Schedule of Payments

Please provide a daily rate for your professional fees.

Milestone/deliverables	Timeline; The consultant is expected to carry out the following tasks within the number days below	% payment
Monthly progress report against the 7 Outputs in Section B Timesheet for 14 months	End of every month from signing of contract	100%
TOTAL		

#### Part 4: PROPOSAL EVALUATION MATRIX

#### 4.1 Competency Requirements & Score Weight

The evaluation matrix bellow reflects the obtainable score specified for each evaluation criterion (technical requirement) which indicates the relative significance or weight of the items in the overall evaluation process.

Evaluation criteria	Score Weight (%)	Points obtainable
Mandatory requirements		
<ul> <li>The Conflict-of-Interest Declaration form completed.</li> <li>Part 5: Bidders Letter of Application, Technical and Financial Proposal Submission Forms</li> <li>CV</li> <li>AFD Statement of Integrity form</li> </ul>	Bidders wi if any of th	y requirements.  Il be disqualified ne requirements not met
Technical requirements		
Have more than 5 years' experience in farming in the respective country and location where the farms are		140
Have knowledge in organic farming / agroecological practices		140
Understand the Pacific Organic Standard (POS).		105
Understanding of the relevant country's (Fiji, Solomon Islands & Nauru) agricultural, forestry and land management context.		140
Experience in working with multiple stakeholders.		105
Computer knowledge	10	70
Total Score		700

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### Part 5: PROPSOAL SUBMISSION FORMS

BIDDER'S LETTER OF APPLICATION FORM

Dear Sir /Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required [Choose an item] for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this proposal.

#### We acknowledge that:

- SPC may exercise any of its rights set out in the RFP/RFQ documents, at any time;
- The statements, opinions, projections, forecasts, or other information contained in the Request for Proposal documents may change;
- The RFP/RFQ documents are a summary only of SPC's requirements and is not intended to be a comprehensive description of them;
- Neither the lodgement of the RFP/RFQ documents nor the acceptance of any tender nor any
  agreement made subsequent to the RFP/RFQ documents will imply any representation from or on
  behalf of SPC that there has been no material change since the date of the RFP/RFQ documents, or
  since the date as at which any information contained in the RFP/RFQ documents is stated to be
  applicable;
- Excepted as required by law and only to the extent so required, neither SPC, nor its respective
  officers, employees, advisers or agents will in any way be liable to any person or body for any loss,
  damage, cost or expense of any nature arising in any way out of or in connection with any
  representations, opinions, projections, forecasts or other statements, actual or implied, contained in
  or omitted from the RFP/RFQ documents.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded based on the Technical and Financial Components proposed.

For the Bidder: [insert name of the company]
Signature:
Name of the Bidder's representative: [insert name of the representative]
Title: [insert title of the representative]  Date: [Click or tap to enter a date]

#### TECHNICAL PROPOSAL SUBMISSION FORM

#### **INSTRUCTIONS TO BIDDERS**

The Technical Proposal Submission Form is a table that includes the technical criteria on which bidders will be scored and allows the bidder to respond to them. This table is then used by the technical evaluation committee to score the technical proposals received.

## Technical Requirements

Evaluation criteria		Response by Bidder	
Experience and specified personnel/sub-contractors			
	Country applying for:		
	[insert details of relevant experience]		
	Details for three reference	Details for three references:	
	1. Client's name: [insert name of client 1]		
	Contact name:	[insert name of contact]	
	Contact details:	[insert contact details]	
	Value contract:	[insert value of contract]	
Referees	2. Client's name: [in	sert name of client 2]	
	Contact name:	[insert name of contact]	
	Contact details:	[insert contact details]	
	Value contract:	[insert value of contract]	
	3. Client's name: [insert name of client 3]		
	Contact name:	[insert name of contact]	
	Contact details:	[insert contact details]	
	Value contract:	[insert value of contract]	
Mandatory – CV Please provide CV of all key personnel proposed		ey personnel proposed	
Technical Requirements			
Have more than 5 years' experience in farming.		[Bidder's answer]	
Have knowledge in conducting organic farming.		[Bidder's answer]	
Understand the Pacific Organic Standard (POS).		[Bidder's answer]	
Understanding of the Fiji, SI, & Nauru agricultural, forestry		[Bidder's answer]	
and land management context.		[Didden's manual]	
Experience in working with multiple stakeholders.		[Bidder's answer]	
Computer knowledge for writing reports.		[Bidder's answer]	

**For the Bidder:** [insert name of the company]

Signature:

Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]
Date: [Click or tap to enter a date]

## BIDDER'S FINANCIAL PROPOSAL

The contract schedule of payment will be based on milestones achieved monthly. Please provide a daily or monthly rate for your professional fees and total professional fees.

Services description	Lump sum Price [Currency]	Total Amount [INSERT CURRENCY]	
Professional Fees	Daily Rate	[total amount]	
Total Professional Fees	Total lump sum	[total amount]	

The consultant is required to provide any additional costs including in country travel costs, perdiems and any other related costs in the financial proposal submission form (if not already included in the professional fee) payable by SPC solely. This will be reimbursed by SPC upon submission of receipts and other supporting documents. The costs must solely be for the purpose of implementation of project activities will require approval from Project manager before it is incurred. Please include these costs here:

Other costs		
Item description	Total Amount [INSERT CURRENCY]	
[Item description]	[total amount]	
Total Other costs	[Total]	

Total Professional Fees	
Total other costs	[total other costs]
GRAND TOTAL IN [INSERT CURRENCY]	

SPC does not provide or reimburse insurance for consultant's travel or health, professional indemnity or any other risks or liabilities that may arise during the consultancy (this includes any subcontractors or associates the consultant may hire). SPC is also not responsible for any arrangements or payments related to visas, taxes, or duties for which the consultant may be liable.

The Contractor's duty station is their home country with travel. If International travel is required, SPC will pay semi flexible economy airfares, meals, incidentals, and accommodation (DSA). SPC will not cover any IT and communication equipment for the duration of the assignment. The consultant is to ensure stable internet connection for virtual interactions when necessary.

No payment will be made for items which have not been priced. Such items are deemed to be covered by the financial offer.

Bidders will be deemed to have satisfied themselves, before submitting their proposal and to its correctness and completeness, taking into account of all that is required for the full and proper performance of the contract and to have included all costs in their rates and prices.

For the Bidder: [insert name of the company]
Signature:
Name of the representative: [insert name of the representative]

Title: [insert Title of the representative]	
Date: [Click or tap to enter a date]	
Statement of Integrity, Eligibility and Environn	nental and Social Responsibility
Reference name of the bid or proposal	
To:	(the "Contracting Authority")
We recognise and accept that Agence Française de Déve	loppement ("AFD") only finances projects of the
Contracting Authority subject to its own conditions 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 i*n 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);
- 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 <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> (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:
  - 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;
  - b) 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 indented 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:	

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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.