

APPENDIX 1 –

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Title of the offer or proposal _____ (The “Contract”)

A: _____ (The “Project Owner”)

1. We acknowledge and accept that the French Development Agency (AFD) finances the Client's projects only on its own terms which are determined by the Financing Agreement which binds it directly or indirectly to the Contracting Authority. Consequently, there can be no legal relationship between AFD and our company, our group, our suppliers, contractors, consultants and subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and their execution. Depending on whether it concerns works contracts, supplies, equipment, intellectual services (consultants) or other services, the Contracting Authority 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 group, nor of our suppliers, contractors, consultants and subcontractors, is in any of the following cases:

2.1 Be in a state or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity, or be in any analogous situation resulting from proceedings of the same nature;

2.2 Have been the subject of:

a) A conviction pronounced less than five years ago by a judgment having the force of res judicata in the country of performance of the Contract, for fraud, corruption or any offence committed in the context of the award or performance of a contract (in the event of such a conviction, we have the possibility to attach to this Declaration of Integrity the additional information that would allow to consider that this conviction is not relevant in the context of the Market);

b) An administrative penalty imposed less than five years ago 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 Declaration of Integrity additional information that would allow us to consider that this sanction is not relevant in the context of the Contract);

c) A conviction handed down less than five years ago by a judgment having the force of res judicata, for fraud, corruption or for any offence committed in connection with the award or execution of a contract financed by AFD;

2.3 Appear on the lists of financial sanctions adopted by the United Nations, the European Union and/or the France, in particular for the fight against the financing of terrorism and against attacks on international peace and security;

2.4 Have been terminated to our sole fault within the last five years due to a serious or persistent breach of our contractual obligations during the performance of a previous contract, provided that this sanction has not been challenged by us in progress or has given rise to a court decision reversing the termination to our exclusive fault;

2.5 Not have fulfilled our obligations relating to the payment of our taxes according to the legal provisions of the country where we are established or those of the country of the Client; 35 ope-R2011 – Guidelines for Procurement in Foreign States – V8

2.6 Be subject to an exclusion decision issued by the World Bank and as such appear on the list published at the <http://www.worldbank.org/debarr> email address (in the event of such an exclusion decision, we may attach to this Statement of Integrity additional information that would allow us to consider that this exclusion decision is not relevant in the context of the Contract);

2.7 Producing false documents or making false declaration(s) by providing the information required by the Employer in connection with this procurement and award process.

3. We certify that we are not, and that none of our group members or our suppliers, contractors, consultants and subcontractors, is in any of the following situations of conflict of interest:

3.1 Controlling shareholder of the Contracting Authority or subsidiary controlled by the Contracting Authority, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction.

3.2 Have business or family relations with a member of the Contracting Authority's services involved in the procurement process or the resulting supervision of the Contract, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Control or be controlled by another bidder or consultant, be under the control of the same company as another bidder or consultant, receive from another bidder or consultant or award grants to another bidder or consultant directly or indirectly, have the same legal representative as another bidder or consultant, maintain direct or indirect contacts with another bidder or consultant to us allowing to have and give access to the information contained in our respective offers or proposals, to influence them, or to influence the decisions of the Contracting Authority;

3.4 Be engaged for a mission of intellectual services which, by its nature, may prove incompatible with our missions on behalf of the Contracting Authority;

3.5 In the case of a procedure for the award of a contract for works, supplies or equipment:

(a) Have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the procurement proceedings;

b) Be ourselves, or one of the firms to which we are affiliated, recruited, or to be, by the Contracting Authority to carry out the supervision or control of the works under the Contract.

4. If we are a public institution or a public company, in order to participate in a competitive tendering procedure, we certify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.

5. We undertake to communicate without delay to the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 above.

6. In the context of the award and performance of the Contract:

6.1 We have not and will not commit any unfair act (act or omission) intended to deliberately deceive others, intentionally conceal material from them, surprise or vitiate their consent or circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate advantage.

6.2 We have not and will not commit any unfair act (act or omission) contrary to our legal or regulatory obligations and/or internal rules in order to obtain an illegitimate benefit. 36 ope-R2011 – Guidelines for Procurement in Foreign States – V8

6.3 We have not promised, offered or granted and 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 Contracting Authority, whether appointed or elected, on a permanent or non-permanent basis, whether remunerated or unpaid and at any hierarchical level, (ii) any other Person who performs a public function, including for a public body or public enterprise, or who provides a public service, or (iii) any other Person defined as a public official in the State of the Contracting Authority, an undue advantage of any kind, for himself or herself or for another person or entity, in order that he performs or refrains from performing any act in the exercise of his official duties.

6.4 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to any Person who directs or works for a private sector entity, in any capacity, any undue advantage of any kind, for itself or for any other Person or entity, so that it performs or refrains from performing an act in violation of its legal, contractual or professional obligations.

6.5 We have not and will not commit any act likely to influence the procurement process to the detriment of the Contracting Authority and, in particular, any anti-competitive practice having as its object or effect the prevention, restriction or distortion of competition, in particular by tending to limit access to the Market or the free exercise of competition by other undertakings.

6.6 We, or any of our group members, or any of the subcontractors will not acquire or supply equipment and will not operate in areas embargoed by the United Nations, the European Union or the France.

6.7 We undertake to respect and ensure that all our subcontractors comply with environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is performed. In addition, we undertake to implement environmental and social risk mitigation measures where indicated in the environmental and social management plan provided by the Developer.

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

Name: _____ As: _____ ¹

Duly authorized to sign for and on behalf: _____

Signature: _____

Dated: _____

¹ In the case of a grouping, enter the name of the group. The person signing the tender, proposal or application on behalf of the tenderer, consultant or candidate will attach to the tenderer the authority given by the tenderer, consultant or candidate.