



Request for Proposals

**Selection of Consultant for Small
Consulting Services**

CONSULTANT FOR PROJECT COORDINATOR

**Support for the Integration of Blue
Carbon Ecosystems in Indonesia's
Biodiversity and Climate Policies**

FACILITÉ 2050

**INDONESIA CLIMATE CHANGE
TRUST FUND (ICCTF)**

2023

Jakarta, September 1st, 2023

LETTER OF INVITATION

Request for Proposals

Selection of Consultant for Small Consulting Services

CONSULTANT FOR PROJECT COORDINATOR

Support for the Integration of Blue Carbon Ecosystems in Indonesia's Biodiversity and Climate Policies

FACILITÉ 2050

INDONESIA CLIMATE CHANGE TRUST FUND (ICCTF) 2023

What will be your role?

The scope of work of the Project Coordinator are listed as below:

- Coordinate, oversee, and manage the project implementation.
- Ensure that the project support services are provided to enable effective implementation, preparation, monitoring and reporting of the project, in accordance with legal agreements and relevant policies and procedures
- Managing daily operation of the project on a full-time basis
- Develop annual work plan and budget
- Ensure the project implementation accordance with the annual plan and meet the indicator in result framework
- Prepare all project deliverables, including gender aspects required in the report.
- Collect, compile, analyze, report, and track all activities of the project for compliance and analysis on management decision-making.
- Build effective relationships and network with relevant partners in national and subnational.
- Lead and monitor survey/studies for obtaining monitoring and evaluation data for the baseline, mid-term and project completion, including donor monitoring and evaluation requirement.
- Provide and develop a list of training proposals related to project implementation, programs and institutional function.

- Participate in training/ workshops/ seminars to develop institutional function.
- Maintain role as ICCTF's focal point, in regards to coordination and communication with donors, proponents and related partners according to the direction of the Executive Director
- Perform other relevant tasks as directed by the Executive Director

Who are we looking for?

Recruitment of 1 (one) Expert/Consultant for the Project Coordinator is required with job descriptions and qualifications as follows:

- a. Master degree (S2) in natural science/environmental science/marine science/forestry/environmental management/social science/biological science or other relevant field with at least 4 years of experience in lead project/equivalent position in relevant fields, or Bachelor degree (S1) in in natural science/environmental science/marine science/forestry/environmental management/social science/biological science or other relevant field with at least 6 years of experience in lead project/equivalent position in relevant fields,
- b. Having skill in project management, communication, advocacy and possessing extensive networks with Governments (national and sub nationals), NGOs and development partners;
- c. Preferably experienced in terms of climate change mitigation and adaptation, blue carbon, and/or natural resource management and familiar with the coastal ecosystem in particular mangrove and seagrass.
- d. Experience in providing management-level technical assistance and in building consensus among project staff in the implementation of agreed upon actions.
- e. Experience in administering and managing project or grant funds including prepare project budget;
- f. Have experience with reporting
- g. Possessing strong interpersonal, group facilitation, and interview skills.
- h. Ability to communicate effectively in English, orally and writing.
- i. Preferably those who have working experience or have been involved in projects in NGOs and/or Government

What team are you joining?

The position will be based in Indonesia Climate Change Trust Fund Office, working under the direct direction of the Program Manager and Executive Director, the objective of the assignment is to lead the implementation of this project in coordination with all stakeholders.

How to apply for this position?

- Prospective candidates can apply for this position through this link (**if the link is not clickable, you can copy this link into your browser**):

<https://tinyurl.com/4bfjbsmv>

- The deadline for submission is **September 18th, 2023 at 17.00** Indonesia Western Time
- Format of the **Letter of Submission of the Proposal**, the **Technical Proposal**, the **Financial Proposal**, and also the document of **Term of Reference (ToR)** can be found on this link:

<https://drive.google.com/drive/folders/1dRYkU-goWIN5RqM-IX3C8utLvelqBBQW>

A Consultant shall be selected under the selection method based on quality (mostly Consultant's qualifications). The candidate's experience in terms of climate change mitigation and adaptation, blue carbon, and/or natural resource management and familiar with the coastal ecosystem in particular mangrove and seagrass, and his knowledge/skills in experience and knowledge in providing management-level technical assistance and in building consensus among project staff in the implementation of agreed upon actions shall be a critical criterion in the selection. The maximum budget for those Services is 42.450 Euros.

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;
- Standard Form of Contract.

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 submitted by **September 18th, 2023**. If necessary, you may request any clarifications by sending an email to the same email address.

Yours sincerely,

Indonesia Climate Change Trust Fund



PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sir/ Madam,

I, the undersigned, offer to provide the consulting Services for *[Insert title of the Services]* as a Consultant in accordance with your Request for Proposal dated *[Insert Date]* 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

[if no methodology is requested, delete the following text except the CV to be submitted]

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>(fee net of taxes per day)</i>	<i>(to be specified by the Client)</i>	
<i>Other expenses:</i> <i>Per diem</i> <i>Flight tickets</i> <i>Hotel...</i> <i>(specify list of items)</i>	<i>(for each item specify if Lump sum or reimbursable)</i>	<i>(to be specified by the Client)</i>	

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...]

Consultant's signature: _____

Address: _____

TERM OF REFERENCE

PROJECT COORDINATOR

SUPPORT FOR THE INTEGRATION OF BLUE CARBON ECOSYSTEMS IN INDONESIA'S BIODIVERSITY AND CLIMATE POLICIES

FACILITÉ 2050

INDONESIA CLIMATE CHANGE TRUST FUND (ICCTF)

1. BACKGROUND

Based on the Paris Agreement at the UNFCCC COP 21 in 2015, the Indonesian Government targets in its Nationally Determined Contribution (NDC) a reduction in greenhouse gas (GHG) emissions of up to 29% with national efforts and 41% with international support, by 2030.

Coastal ecosystems, especially mangroves, seagrass beds, and salt marshes, absorb and store atmospheric carbon in large quantities and for a long period of time. The largest archipelago country in the world, Indonesia has a mangrove ecosystem of 3.11 million hectares (Giri et al, 2011) and a seagrass ecosystem of 293,464 hectares (LIPI, 2017). Within this framework, Indonesia's "blue carbon" ecosystems are estimated to store up to 17% of the world's blue carbon reserves. Therefore, their protection and restoration are crucial for climate change mitigation.

Mangroves are subject to deforestation and degradation resulting from the accumulation of several factors: modification of sedimentation, pollution, artificialization of the coast, and change in land use upstream. The deforestation of mangroves has serious consequences on the global climate since one hectare of mangroves would store 5 to 10 times more carbon than one hectare of tropical forest. It accounts for 6% of Indonesia's total annual forest loss, although it covers less than 2% of the country's total forest area. The deforestation of mangroves in Indonesia would therefore lead to a loss of 190 million teq CO_2 per year. This represents 20% of land use related to emissions in Indonesia.

Government strategies

Adaptation and mitigation efforts based on blue carbon ecosystems constitute a strategic axis for achieving the NDC objective by 2030. They are explained in the RPJMN (Medium-Term National Development Plan) 2020-2024 which contains a pillar dedicated to the inventory and restoration of coastal and marine ecosystems and resilience to climate change. The Indonesian government plans to include blue carbon ecosystems as one of the priority sectors in reducing GHG emissions in the upcoming review of the Indonesian NDC document led by the Ministry of Environment and Forestry.

To meet this objective, the Ministry of National Development Planning/Bappenas has developed an Indonesia Blue Carbon Strategic Framework (IBCSF), which

aims to converge various initiatives and programs and integrate them into Indonesia's policies on coastal ecosystems and sailors. The IBCSF takes into account adaptation and mitigation issues by strengthening cooperation between government institutions, in particular the Ministry of National Development Planning/Bappenas, the Coordinating Ministry for Maritime and Investment Affairs (CMMAI), the Ministry of Environment and Forestry (MoEF), the Ministry of Marine Affairs and Fisheries (MMAF), National Research and Innovation Agency (BRIN), and Universities.

Sectoral issues identified and requests expressed by the ICCTF

Many coastal ecosystem restoration and rehabilitation actions are implemented by Indonesia, both at national and subnational levels, but mostly in separate and uncoordinated ways. The issues are of several types:

- a. **Policy** The development of the roadmap for the implementation of the Blue Carbon strategy is an urgent need for the development and implementation of policies at national and subnational levels. There is a need to integrate blue carbon into national regulations and plans and include it in national GHG calculations.
- b. **Science** The coordination of science through a collaborative research program on blue carbon ecosystems involving the research centers and universities involved is necessary to complete and compile the reference databases by integrating the best methodologies of collection and modeling
- c. **Institution** The inventory of blue carbon GHGs and the potential for reducing GHG emissions at the national level requires institutional support and the strengthening of coordination between the ministries/agencies concerned.
- d. **Technical** There is a strong need for capacity building through the support of experts/research institutes/universities on the GHG inventory and MRV (Measurement, Reporting, and Verification), the use of spatial data, and the mitigation mechanisms.

Support for the integration of blue carbon ecosystems in Indonesia's biodiversity and climate policies Project

To support the integration of blue carbon ecosystems in Indonesia's biodiversity and climate policies, AFD through Facilité 2050 has signed a funding commitment between Bappenas/ICCTF on 21 October 2022. The planned achievements are:

Outcome 1: Integration of blue carbon into national and sub-national policies through the implementation of the Indonesian Blue Carbon Policy Framework (IBCSF)

1. Establishment of the Indonesian Blue Carbon Secretariat at the ICCTF Bappenas in charge of implementing the IBCSF, supported by qualified staff;
2. Development, publication, and presentation of a roadmap for the implementation of Indonesia's blue carbon strategy, involving stakeholders at national and subnational levels, academia, CSOs, and the private sector;
3. Assessment of existing regulations and initiatives regarding access to blue carbon credits at national and international levels, and their use to finance

actions under the NDC in the area of ecosystem restoration, and recommendations to increase the implementation of blue carbon credits;

4. Sharing practices with other countries and institutions on the subject of blue carbon ecosystem management and blue carbon credit;
5. Recommendation for Update of the NDC and existing national and local development plans on the conservation and restoration of coastal ecosystems as an adaptation and mitigation strategy, including biodiversity strategies and action plans.

Outcome 2: Improve the capacity of national and sub-national stakeholders in terms of baseline, inventory, and MRV

1. Capacity building of national and local stakeholders on blue carbon sequestration measures
2. Development of a National Blue Carbon Baseline and associated training tools;
3. Development of MRV guidelines and associated training tools;
4. National Workshop on Presentation and validation of the baseline and guidelines to stakeholders at national and sub-national levels, including academia, CSOs, and the private sector.

In the context of project implementation, it is needed to recruit one Project Coordinator to lead the implementation of this project in coordination with all stakeholders, as well as develop the project exit strategy and sustainable project outputs and outcomes.

2. OBJECTIVES

Working under the direct direction of Program Manager and Executive Director, the objective of the assignment is to lead the implementation of this project in coordination with all stakeholders.

3. SCOPE OF WORK

The scope of work of the Project Coordinator are listed as below:

- Coordinate, oversee, and manage the project implementation.
- Ensure that the project support services are provided to enable effective implementation, preparation, monitoring and reporting of the project, in accordance with legal agreements and relevant policies and procedures
- Managing daily operation of the project on a full-time basis
- Develop annual work plan and budget
- Ensure the project implementation accordance with the annual plan and meet the indicator in result framework
- Prepare all project deliverables, including gender aspects required in the report.
- Collect, compile, analyze, report, and track all activities of the project for compliance and analysis on management decision-making.

- Build effective relationships and network with relevant partners in national and subnational.
- Lead and monitor survey/studies for obtaining monitoring and evaluation data for the baseline, mid-term and project completion, including donor monitoring and evaluation requirement.
- Provide and develop a list of training proposals related to project implementation, programs and institutional function.
- Participate in training/ workshops/ seminars to develop institutional function.
- Maintain role as ICCTF's focal point, in regards to coordination and communication with donors, proponents and related partners according to the direction of the Executive Director
- Perform other relevant tasks as directed by the Executive Director

4. QUALIFICATION REQUIREMENTS

Recruitment of 1 (one) Expert/Consultant for the Project Coordinator is required with job descriptions and qualifications as follows:

- a. Master degree (S2) in natural science/environmental science/marine science/forestry/environmental management/social science/biological science or other relevant field with at least 4 years of experience in lead project/equivalent position in relevant fields, or Bachelor degree (S1) in natural science/environmental science/marine science/forestry/environmental management/social science/biological science or other relevant field with at least 6 years of experience in lead project/equivalent position in relevant fields,
- b. Having skill in project management, communication, advocacy and possessing extensive networks with Governments (national and sub nationals), NGOs and development partners;
- c. Preferably experienced in terms of climate change mitigation and adaptation, blue carbon, and/or natural resource management and familiar with the coastal ecosystem in particular mangrove and seagrass.
- d. Experience in providing management-level technical assistance and in building consensus among project staff in the implementation of agreed upon actions.
- e. Experience in administering and managing project or grant funds including prepare project budget;
- f. Have experience with reporting
- g. Possessing strong interpersonal, group facilitation, and interview skills.
- h. Ability to communicate effectively in English, orally and writing.
- i. Preferably those who have working experience or have been involved in projects in NGOs and/or Government

5. REPORTING REQUIREMENTS AND DELIVERABLES SCHEDULE

The assignment is expected to be for 28 months with annual performance review and contract renewal/extension (with at least two months' notice) subject to a positive performance evaluation. Project Coordinator will be assigned by time base and will need to deliver the expected deliverables as follows:

- a. Regular Report (Monthly, Quarterly, Annually)
- b. Annual Work Plan
- c. Any Report relevant to travel/mission
- d. Program Monitoring and Evaluation Report
- e. Lesson Learned Report
- f. And other reports which relevant to project achievements

6. CLIENT'S INPUT

a) Services

ICCTF will provide the working desk at ICCTF's office, Laptop/Desktop, sharing printer and other office equipment and facilities to support the consultant.

b) Professional and support counterpart

All the correspondence and consultancy in performing the work in this project activity as detailed in this ToR should be directed to the Program Manager and Executive Director.

7. FUNDING

The total budget required for the procurement of Project Coordinator is EUR 42.450 (Forty-Two Thousand and Four Hundred and Fifty Euro) for 28 months (October 2023 to January 2026) and PPH will be borne by the Government of Indonesia.

The funding will be charged from AFD's grant for support the integration of blue carbon ecosystems in Indonesia's biodiversity and climate policies in MWA ICCTF Working Unit (Satker), Ministry of National Development Planning/Bappenas.

The type of contract is a lump sum contract with a time-based (monthly) payment method, which will be paid after submission of the monthly report to the ICCTF Secretariat and approved by the commitment officer (Pejabat Pebuat Komitmen).

STANDARD CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of the Services]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*; Telephone: _____, Email: _____.

BACKGROUND

The Agence Française de Développement (the "AFD") and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]* (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 *[insert start date]* and ending on *[insert completion date]* 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 *[insert ceiling amount]*. 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 30 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. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving 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
Contract and
Language**

The Contract shall be governed by the laws of *[insert country of the Client]*, and the language of the Contract shall be the English 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

Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof,

Resolution 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

1. Background and justification of the Services;
2. Objectives of the Services;
3. Scope of the Services;
4. Reports to be submitted by the Consultant;
5. Consultant's required profile;
6. Time schedule of the Consultant Services.

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]

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

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:

- (a) ... % of the Contract Price shall be paid upon signing of the Contract.
- (b) ... % of the Contract Price shall be paid upon submission of the reports a, b, c and d.
- (c) ... % of the Contract Price shall be paid upon submission of the reports x, y and z.
- (d) ... % 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 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: _____

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.