STANDARD PROCUREMENT DOCUMENT

**Selection of an Individual Expert**

**Request for Proposals**

*[This document will be used for the selection of an individual expert based on a Quality based selection or a Fixed Budget Selection.]*

**Agence Française de Développement**



**May 2025**

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| **May 2025 Revision:**This revision replaces the previous version (February 2024). The following changes have been made:* Adaptation of this Request for Proposals exclusively for the selection of an Individual Expert;
* Addition of a **foreword** and **Notes to the Client** to facilitate its use;
* Introduction of a **two-envelope** system for submission of technical and financial proposals, either in hard copy (Option A) or electronic format (Option B);
* Clarification of the financial proposal tables and the content of the Terms of Reference (ToR);
* In the Standard Contract, further details provided regarding clauses on payment, inspection/audit, and insurance; inclusion of a clause on the Client’s obligations and timesheets;
* Inclusion of **tax-related provisions** in the financial templates and in the Standard Contract;
* Clarification of the applicable version of the Statement of Integrity to be used, depending on the version of the Procurement Guidelines referred to in the Project Financing Agreement;
* In cases of co-financing or delegated financing, indication of the requirement to include the name and logo of the co-financier(s)/delegating party(ies), and to verify any specific publication requirements from such entities in addition to those required by AFD, and to implement them accordingly.

**February 2024 Revision:**The February 2024 revision replaced the previous version (October 2019) by introducing two options for adjusting the content of the **Statement of Integrity**, Eligibility, and Environmental and Social Responsibility annexed to this Request for Proposals.These options follow the publication, in February 2024, of a new version of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries, which revised expectations regarding the content of the Statement of Integrity. Accordingly:* For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, Option A shall be applied in this section (maintaining the provisions from the October 2019 version);
* For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, Option B shall be applied in this section (implementing new provisions).
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# Foreword

**When to use this RFP?**

This Standard Request for Proposals has been prepared by Agence Française de Développement ("**AFD**"). It is suitable for Consulting Services contracts which **estimated value is less than € 50,000 (excluding taxes),** to be carried out by an **individual expert** selected according to the Quality-based selection (QBS) or Fixed Budget Selection (FBS).

For Consulting Services to be carried out by an individual expert of an estimated amount higher than 50 000€ (excluding taxes), it is recommended to use the Quality and cost-based selection (QCBS). The sections of this document relating to the selection method will therefore have to be modified.

For Consulting Services contracts to be carried out by consulting firms with an estimated value up to approximately € **200,000** (excluding taxes, excluding international tenders), it is recommended to use the Standard Request for Proposals for Small Consulting Services (“**SRFP-Small Consulting Services**”, ref AFD-M0330), which provides for Quality and cost-based selection (QCBS). It is available at www.afd.fr[[1]](#footnote-1)

**Notes to the Client:**

Text in *italic highlighted in yellow* constitutes “Notes to the Client.” It provides guidance to the entity preparing a specific Request for Proposals – Individual Expert (RFP-IE). The required elements must be inserted prior to the issuance of the RFP-IE to the Experts, and the “Notes to the Client” must be removed from the final version sent to the Experts.
Text in *italic highlighted in grey* indicates elements to be inserted by the Client during negotiations with the selected Expert.

**Security:**

In accordance with Article 1.5.2 – *Security* of the **Guidelines for the Procurement of Contracts financed by AFD in Foreign States**, the Client is fully responsible for assessing and taking into account the security conditions in the context of both procurement and contract implementation. If the place(s) of performance of the Services are located in an area classified as *orange* or *red* by the French Ministry for Europe and Foreign Affairs[[2]](#footnote-2), the Client shall include security-related requirements in the Request for Proposals (RFP).

AFD welcomes any feedback on this Standard RFP-IE. Any questions and comments regarding this Standard Document for Requests for Proposals for Individual Experts may be sent to the following address:

\_Passation\_Marche@afd.fr

**Request for Proposals for the Selection of an Individual Expert**

**(RFP – IE)**

**Selection of an Individual Expert for the Services**: *[Insert Services title]*

**RFP-IE N°:** [*Insert reference number as per Procurement Plan*]

**Client:** [*Insert name of the Client*]

**Country:** [*Insert name of country*]

**Project:** [*Insert name of project*]

**Issued on:** [*Insert date when sent to shortlisted Consultants*]

# Section 1: Letter of Instructions to Individual Experts

*[RFP-IE No.\_\_\_\_\_\_\_\_\_\_\_\_\_]*

*[Insert: Location and date]*

*[Insert: Name and address of the Expert]*

Dear Ms. / Mr.

*[Insert: Name of the Client]* (hereinafter referred to as “the Client”) *[select “has* requested” or “has *obtained”]* financing from Agence Française de Développement (hereinafter referred to as “AFD[[3]](#footnote-3)”) to finance the cost of *[insert name of Project]*., in order to finance the cost of [insert name of the Project]*, and intends to use some of the funds to make payments authorized under the Contract for which this Request for Proposals is issued.*

*[Insert: Client’s name]* now invites proposals through a restricted consultation of individual Experts for the provision of the following Services: *[insert a brief description of the objectives and scope of the Services]*. For further information about the Consulting Services, please consult the attached Terms of Reference (ToR) attached as Appendix A.

This Request for Proposals includes the following documents:

* + This letter of invitation (section 1);
	+ The Technical Proposal and Financial Proposal (section 2);
	+ The Terms of Reference (section 3);
	+ The draft Contract (section 4).

You are kindly requested to inform us, upon receipt of this Letter of Instructions:

1. That you have received this Request for Proposals; and
2. Whether or not you intend to submit a Proposal, and if not, the reasons of your decision.

**1) Short list**

This Request for Proposals (RFP) has been sent to the following shortlisted individual experts:

*[Insert the list of shortlisted individual experts after verifying that they are interested in the Services and available for the proposed period.[[4]](#footnote-4)]*

**2) Selection Method**

An Individual Expert will be selected using the [insert: *Quality-Based Selection (QBS) or Fixed-Budget Selection (FBS)[[5]](#footnote-5)*] method (based primarily on the Expert’s qualifications).
The candidate’s experience in [*insert required experience: similar assignments in nature and/or scale, prior experience in the Client’s country, etc.*] and knowledge/skills in [*insert required skills: technical expertise, languages, experience with development partners, etc.]* will be key selection criteria. [*Insert any methodology-related criteria if applicable.*]

*[To be inserted optionally for long-term, resident technical assistance Individual Experts only:]* An interview [*select: “will be conducted” or “may be conducted”]* with the Expert via [*specify: “videoconference” or “telephone”*] during the evaluation of Technical Proposals. This interview will assess the Expert’s personality and motivation and will be considered in the scoring of the CV. Questions and answers will be documented in the Technical Evaluation Report.

**3) Scope of Services**

[*Insert Option 1 or 2 as applicable*]

**[*Option 1: Quality-Based Selection*]**

The estimated workload for these Services is [*insert number*] expert-days [*or The estimated budget for these Services is [insert amount and currency] – include only one of these two pieces of information, not both*], with a planned start date in [*insert month and year*] at [*insert location(s) of the Services*].

**[*Option 2: Fixed-Budget Selection*]**

The maximum budget for these Services is [*insert amount and currency*].
The Services are expected to start in [*insert month and year*] at [*insert location(s) of the Services*].

**4) Type of Contract**

As indicated in Article 3 of the draft Contract, the assignment will be remunerated on a [*insert: “lump-sum” or “time-based”*] basis. The draft contract and the applicable payment terms are provided in Section 4 [*complete Section 4 and its Annexes C and D prior to sending the Request for Quotations to the Experts*].

[*If the contract is time-based, the following may be inserted:]*
The Expert must include in their Proposal a minimum input of [*insert number, which must be less than the estimated number of expert-days indicated above if applicable*] expert-days.
[*Please ensure consistency with the possibility for the Expert to take leave during the contract period (on average 2 months per year, i.e., a maximum of 220 working days per year).*]
Price revision will not be allowed.

**5) Preparation and Validity of the Proposal**

Your Proposal shall consist of the following documents, submitted in two separate sealed envelopes in the case of hard copy submission, or as two separate files in the case of electronic submission:

* Your Technical Proposal, including the signed Technical Proposal Submission Form and the Statement of Integrity, as well as the methodology, work plan, and curriculum vitae (CV) (technical envelope);
* Your Financial Proposal, including the duly signed Financial Proposal Submission Form and the Financial Proposal (financial envelope).

The Technical Proposal must not contain any financial information, must not include any alternatives, and only one CV shall be submitted. Failure to comply with these requirements will render the Proposal non-compliant.

The Expert shall quote prices in one or more of the following currencies: [insert authorized currencies among national currency, Euro, or US Dollar depending on the origin of the shortlisted Experts].

The validity period of the Proposal shall be [insert number between 30 and 90] calendar days from the Proposal submission date.

**[*Articles 6, 7, 8, and 9: insert OPTION A OR OPTION B for proposal submission and opening, depending on the modalities selected by the Client.*]**

**[*OPTION A: Submission in hard copy; if Option A is selected, delete Option B.*]**

**6-A) Submission of Proposals in Hard Copy [Option A]**

The original [*where applicable, add “and one copy on USB flash drive” or “and one paper copy”*] of the Technical Proposal shall be placed in a sealed envelope clearly marked: **“TECHNICAL PROPOSAL – [name of the Services]”**, reference number, name and address of the Expert, and the warning: **“DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL OPENING SESSION.”**

Likewise, the original and one copy on USB flash drive of the Financial Proposal shall be placed in a sealed envelope marked: **“FINANCIAL PROPOSAL – [name of the Services]”**, reference number, name and address of the Expert, and the warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”**

Both envelopes containing the Technical and Financial Proposals shall then be placed inside an outer envelope. This outer envelope shall clearly bear the submission address, the name of the Services, the name and address of the Expert, and the warning: **“DO NOT OPEN BEFORE THE TECHNICAL PROPOSAL OPENING SESSION.”**

The address for the submission of Proposals is as follows:

To: [*insert the full name of the person, where appropriate]*

Full address: [*insert the address of the Client]*

The deadline for submission of Proposals is: [*insert date and time of deadline for submission*].

**7-A) Opening of Technical Proposals – Submission in Hard Copy [Option A]**
The Technical Proposals will be opened by the Client’s representatives after the deadline for submission.

[*Options: If the Client organizes a public opening session, whether mandatory or not under the applicable regulations, insert one of the following two options. Otherwise, simply indicate the date the Technical Proposals will be opened by the Client’s representatives:]*

**Option 1: Physical Opening – Hard Copy Submission**
The Technical Proposals will be opened at the following address, date, and time:
Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Floor/Office number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Participation in the opening session is optional and left to the discretion of the Expert.
The Financial Proposals will remain sealed and stored securely until their opening in accordance with Article 8 below.

**OR**

**Option 2: Virtual Opening – Hard Copy Submission**

The procedure for the online opening is as follows: [*describe the virtual opening procedure for Technical Proposals*].
Participation in the virtual opening session is optional and left to the discretion of the Expert.
The Financial Proposals will remain sealed and stored securely until their opening in accordance with Article 8 below.

**8-A) Evaluation of Technical Proposals**

The Evaluation Committee appointed by the Client will evaluate the Technical Proposals based on their compliance with the Terms of Reference and the RFP.
Each compliant Proposal will be given a technical score. Proposals that do not meet key requirements of the RFP or that score below [*insert minimum score*] will be rejected.

**9-A) Opening of Financial Proposals – Hard Copy Submission [Option A]**

Upon completion of the technical evaluation, the Client will notify the Expert who obtained the highest technical score of the opening of their Financial Proposal by the Client’s representatives.

[*Options: If the Client organizes a public opening session, whether mandatory or not under the applicable regulations, insert one of the following two options. Otherwise, simply indicate the date the Financial Proposal will be opened by the Client’s representatives:*]

**Option 1: Physical Opening – Hard Copy Submission**

The Financial Proposal of the Expert with the highest technical score will be opened at the following address, date, and time:

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Floor/Office Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Participation in the financial proposal opening session is optional and at the discretion of the Expert.

**OR**

**Option 2: Virtual Opening – Hard Copy Submission**

The procedure for the online opening is as follows: [*describe the virtual procedure for the opening of Financial Proposals]*.
Participation in the virtual opening session of the Financial Proposal is optional and at the discretion of the Expert.

[*To be inserted only in case a maximum budget was specified in point 3 above:]*
If the amount of the Financial Proposal exceeds the maximum budget stated in point 3 above, the Proposal shall be rejected. The Client will then proceed to open the Financial Proposal of the Expert ranked second in the technical evaluation, and so on, as applicable.

**[OPTION B: Submission by Electronic Means; if Option B is selected, delete Option A]**

**6-B) Submission of Proposals by Electronic Means [Option B]**
The email address for the submission of Proposals is as follows: [*insert Client’s email address*]. Proposals submitted electronically must be in non-editable files [*insert acceptable format, e.g., PDF*], with a maximum size of [*insert maximum file size in Megabytes (MB*)] and must be password-protected. A single file shall contain the Technical Proposal and be titled "Technical Proposal – Name of the Expert", and a single file shall contain the Financial Proposal and be titled "Financial Proposal – Name of the Expert". Each of the two files must be protected by a different password.

Each Expert shall send the password for the Technical Proposal file within one hour following the deadline for the submission of Proposals, to the submission email address indicated above. The password for the Financial Proposal file shall NOT be sent at this stage, and must only be shared at the time of the financial opening in accordance with point 8 below.

**7-B) Opening of Technical Proposals – Electronic Submission [Option B]**

The Technical Proposals will be opened by the Client’s representatives after the deadline for Proposal submission.

[*Options: If a public opening session is organized by the Client, whether mandatory or not under applicable regulations, insert the following paragraph. Otherwise, indicate only the date of the Technical Proposal opening by the Client’s representatives*:]

The online opening procedure is as follows: [*describe the online opening procedure for Technical Proposals*]. It is recommended to schedule the opening session one hour after the deadline for receiving passwords by email. Participation in the online opening session of Technical Proposals is optional and left to the discretion of the Expert.

**OR**

Indicate that the password for opening the Technical Proposal file will be shared by the Experts during the opening session. In this case, participation is **mandatory**.

**8-B) Evaluation of Technical Proposals**

The evaluation committee appointed by the Client will assess the Technical Proposals based on their compliance with the Terms of Reference and this Request for Proposals (RFP). Each compliant Proposal will receive a technical score. Proposals that fail to address key aspects of the RFP or receive a score lower than [*insert score*] will be rejected.

**9-B) Opening of Financial Proposals – Electronic Submission [Option B]**

Upon completion of the technical evaluation, the Client will notify the Expert with the highest technical score of the date and time for the opening of their Financial Proposal by the Client’s representatives.
The Expert shall provide the password to open the Financial Proposal no later than the specified date and time.

[*To be inserted only in case the* ***Selection Based on a Fixed Budget (SFB)*** *method is indicated under point 2 above:]*

If the Financial Proposal exceeds the maximum budget stated in point 3 above, the Proposal shall be rejected. The Client will then proceed to open the Financial Proposal of the Expert ranked second in the technical evaluation, and so on, as applicable.

**9) Financial Negotiations [Options A and B]**
[*Delete this section if the selection method is Fixed Budget Selection*]

The Expert with the highest technical score and whose Financial Proposal has been opened will be invited to financial negotiations in order to discuss the financial amount, finalize the contract, and agree on the payment terms. Applicable taxes, duties, and levies in the Client’s country will be finalized during the contract negotiations and added to the contract amount exclusive of taxes.

The Client will notify the other Experts whose Technical Proposals did not receive the highest score that their Financial Proposals will be returned unopened [*or in the case of electronic submission: that their Financial Proposal file will be deleted*] after the conclusion of the selection process and award of the contract.
The Client will publicly disclose the outcome of the contract award process.

Yours sincerely,
[*Insert Signature, Name, and Title of the Client’s Representative*]

## **Section 2: Proposal Submission Forms**

### **Form TECH-1: Technical Proposal Submission Letter**

(The Expert must complete and sign this form. The text must not be modified, except to fill in the italicized fields.)

*[Place, date]*

To: [*Name and address of the Client*]

Dear Sir/Madam,

I, the undersigned, offer to provide you with the Services for [insert title of the Services], as an Individual Expert, in accordance with your Request for Proposals No. [insert number: DP-EI No. \_\_\_\_\_\_\_] dated [insert date].
I hereby submit my Technical Proposal.

I acknowledge that you are not bound to accept any of the proposals received.

Yours sincerely,

**Signature of the Expert:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of the Expert:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact (telephone and email):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Annex to the Technical Proposal Submission Letter:** Please find attached the signed **Statement of Integrity.**

### **Form TECH-2: Technical Proposal**

#### **Proposed Methodology and Work Plan to Perform the Services**

[If no methodology is required, delete this section and specify that only the Expert’s CV is to be submitted.]

*It is suggested to present the Technical Proposal (maximum 10 pages, including tables and charts) as follows:*

1. ***Methodology***

*Specify your understanding of the objectives of the Services, the methodology to be applied for carrying out the activities and achieving the expected results, and details thereof. You should highlight the key issues to be addressed and the approach proposed to resolve them.*

1. ***Work Plan***

*Indicate the nature and duration of the activities included in the Services, their sequencing and coordination, milestones (including intermediate approvals by the Client), and report submission dates. The proposed work plan must demonstrate a clear understanding of the Terms of Reference and provide a realistic translation into an actionable plan.
A list of final documents, including reports constituting the final deliverable, should be included.*

#### **Curriculum Vitae (CV) of the Expert**

*Please attach your detailed and up-to-date CV along with your methodology.*

###

### **Form FIN-1: Financial Proposal Submission Letter**

(The Expert must complete and sign this form. The text must not be modified, except to fill in the italicized fields.)

*[Place, Date]*

To:
*[Name and address of the Client]*

Dear Sir/Madam,

I, the undersigned, submit my offer to provide you with the Services for [insert title of the Services], in accordance with your Request for Proposals No. [insert number: DP-EI No. \_\_\_\_\_\_\_] dated [insert date] and my Technical Proposal.

I hereby submit my Financial Proposal, which amounts to [insert amount in words and figures, in euros or other authorized currency], exclusive of applicable local taxes as specified in Article 16 of the Contract. The estimated amount of applicable local taxes is [insert amount in words and figures, in euros or other authorized currency], which will be confirmed and, if necessary, added during the Contract negotiations.

My Financial Proposal shall remain binding upon me, subject to any modifications resulting from Contract negotiations, until the expiration of the validity period of the Proposal.

I acknowledge that you are not bound to accept any of the proposals received and shall not be held liable in any way for such rejection.

Yours sincerely,

**Signature of the Expert:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of the Expert:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Contact (telephone and email):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# Form FIN-2: Financial proposal

*[Adapt the forms to the specificities of the assignment in order to guide the Expert.]*

**Table FIN 2.1: Price Breakdown** *(for lump-sum and time-based contracts)*

| **Price Breakdown** | **Unit** | **Currency** | **Payment** | **Type of Supporting Document Required**[[6]](#footnote-6) | **Unit Price (excl. taxes)** | **Quantity** | **Total Amount (excl. taxes)** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Remuneration (daily expert fees)** |  |  |  |  |  |  |  |
| Home-based expert-days | Expert-day[[7]](#footnote-7) |  | [*Specify: lump-sum or time-based*] | [*Time-based contract: timesheet*] |  |  |  |
| Field-based expert-days | Expert-day |  | [*Specify: lump-sum or time-based*] | [*Time-based contract: timesheet*] |  |  |  |
| **Other expenses** |  |  |  |  |  |  |  |
| **Other expenses[[8]](#footnote-8)**:* Per diem[[9]](#footnote-9)
* International travel
* Visa and travel-to-site costs
* Vehicle rental
* Communication costs
* Office rental and overheads
* Report printing and reproduction
* Client staff training (if provided for in the Terms of Reference)
* Other [*List to be specified*]
 | [*Specify for each item*](round trip, montly, etc.) |  | [*Specify for each item: lump-sum or actual cost*] | [*Specify for each item the required supporting documents*] |  |  |  |
| **Total price (excluding local taxes applicable to the Contract) of the Financial Proposal** |  |  |  |  |  |  |  |
| **Local taxes applicable to the Contract:** [*List taxes applicable to the Contract]* **[[10]](#footnote-10)** |  |  |  |  |  |  |  |
| **Estimated total local taxes applicable to the Contract [***to be finalized during negotiations*] |  |  |  |  |  |  |  |

*[Specify, for each expense item, the eligibility conditions and the price breakdown: the maximum reimbursable hotel rate per night if applicable, the class of air or rail travel and its maximum reimbursable amount if applicable, whether local transportation and communication costs are included in the per diem, etc.]*

Signature of the Expert:

Name of the Expert:

Address:

Contact (telephone and email):

**Table FIN 2.2: Price Breakdown by Deliverable (only for lump-sum contracts)** [*to be deleted if the Contract is time-based*]:

| **Price Breakdown by Deliverable** | **Unit** | **Currency** | **Payment Method** *[indicate actual cost or lump-sum*[[11]](#footnote-11)*]* | **Type of Supporting Document Required** | **Unit Price (excl. taxes)** | **Quantity** | **Total Amount (excl. taxes)** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Deliverable 1 […]**:- No. of working days- List of other expenses: … |  |  |  |  |  |  |  |
| **Deliverable 2 […]**:- No. of working days- List of other expenses: … |  |  |  |  |  |  |  |
| **Deliverable x […]**:- No. of working days- List of other expenses: … |  |  |  |  |  |  |  |
| **Total price (excluding local taxes applicable to the Contract) of the Financial Proposal** |  |  |  |  |  |  |  |
| **Applicable local taxes under the Contract:** [*List taxes applicable to the Contract[[12]](#footnote-12)*] |  |  |  |  |  |  |  |
| **Total of estimated local taxes, duties and fees** [*to be finalized during negotiations]* |  |  |  |  |  |  |  |

Signature of the Expert:

Name of the Expert:

Address:

Contact (telephone and email):

## **Section 3 – Terms of Reference**

[Note: The Terms of Reference (ToR) must be adapted to each assignment. They typically include the following sections:]

**1) General Background**
[Provide a concise overview of the sector or institutional context in which the Services are required.]

**2) Objectives of the Services**
[Clearly describe the main objectives to be achieved through the Services.]

**3) Scope of the Services, Tasks (Components), and Expected Deliverables**
**3.1** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**3.2** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**3.3** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4) Reports/Deliverables to be Provided by the Expert**
[At a minimum, include the following information:]
a) Format, language, frequency, and content of the reports/deliverables[[13]](#footnote-13);
b) Number of copies and requirements for electronic submission;
c) Delivery deadlines;
d) List of recipients (include names, titles, and submission addresses);
If no reports are required, please indicate: “Not applicable.”

**5) Required Profile of the Expert**
[Indicate the required qualifications, experience, and specific skills.]

**6) Timeline of the Services**
[Specify the expected duration and key milestones.]

**7) Documentation, Staff, and Facilities to be provided by the Client**
a) Services, facilities, and goods to be made available to the Expert by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
b) Counterpart technical and administrative staff to be assigned by the Client to work with the Expert: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Section 4 - Draft Contract[[14]](#footnote-14)

[Italicized items highlighted in yellow must be completed prior to issuing the Request for Proposals to the Experts. Other items highlighted in gray shall be completed during negotiations with the selected Expert.]

**THIS CONTRACT** (“the Contract”) is entered into on [*insert the start date of the Services*], by and between [*insert the Client’s name*] (“the Client”), having its principal office located at [*insert the* *Client’s address*], and [*insert the name and surname of the Expert*] (“the Expert”), residing at [*insert the* *Expert’s address*]; Telephone: [*insert the* Expert’s phone]; Email: [*insert the* *Expert’s email].*

**Background:**

The Agence Française de Développement (the “AFD”), and [*insert Client’s name*] have signed a Financing Agreement for [*insert the name of the Project*] (“the Project”).

As part of the implementation of the Project, the Client requires the Expert to carry out the Services described in Annex A.

**WHEREAS** the Client wishes the Expert to provide the Services hereinafter described, and
**WHEREAS** the Expert is willing to provide these Services,

**NOW, THEREFORE**, the Parties hereby agree as follows:

|  |  |
| --- | --- |
| 1. Services | (i) The Expert shall perform the Services and submit the reports as specified in **Annex A: Terms of Reference and Scope of Services**, which forms an integral part of this Contract (“the Services”);(ii) The Expert shall use the methodology described in **Annex B: Technical Proposal of the Expert**. |
| 2. Duration | The Expert shall provide the Services during the period commencing on [*insert start date*] and ending on [insert end date], or any other period as may be subsequently agreed in writing by the Parties. |
| 3. Payment | **A. Type of Contract and Ceiling Amount**The Contract is: [*insert “a lump-sum contract” OR “a time-based contract”[[15]](#footnote-15)*]. |

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|  | * [*delete this paragraph if not applicable*] In the case of a time-based contract, for Services rendered in accordance with Annex A, the Client shall pay the Expert remuneration calculated on the basis of time actually spent on the execution of the Services, and actual reimbursable expenses incurred, in accordance with **Annex C: Financial Proposal of the Expert**. Payments under the Contract shall not exceed the Contract ceiling. The Contract ceiling (time-based) is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert amount(s) and currency(ies)*], exclusive of applicable local taxes.
* [*delete this paragraph if not applicable*] In the case of a lump-sum contract, for Services rendered in accordance with Annex A, the Client shall pay the Expert a fixed contract amount. The lump-sum Contract amount is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert amount(s) and currency(ies)]*, exclusive of applicable local taxes.

This ceiling amount includes all costs and profits of the Expert and any tax liabilities he/she may incur.**B. Payment Terms****OPTION A** (for time-based contracts – delete if not applicable):The Expert shall submit to the Client, in duplicate where required, an itemized invoice together with copies of time sheets and relevant supporting documents every [insert e.g. “month” or “quarter”]. Each invoice shall itemize separately the remuneration and the reimbursable expenses. Invoices shall be submitted along with the following report(s)/deliverables: [specify the activity report to be submitted with each invoice, aligned with the Services detailed in the ToR].**OPTION B** (for lump-sum contracts – delete if not applicable):The Expert shall submit to the Client, in duplicate where required, an itemized invoice along with time sheets and relevant supporting documentation. The payment schedule shall be as follows:a) …% [insert percentage in figures and words] of the Contract amount upon signature of the Contract;b) …% [insert percentage in figures and words] upon satisfactory receipt of the reports [specify reports];c) …% [insert percentage in figures and words s] upon satisfactory receipt of the reports [specify reports];d) …% [insert percentage in figures and words] upon approval of the final report.[Ensure that the total of the instalments adds up to 100%. During negotiations, insert the amount per milestone in figures and in words.]**[*For both Options A and B, insert:]*** |
|  | Payments shall be made for reports/deliverables and invoices approved by the Client. The Client shall make payment within thirty (30) days of the latest of the following dates: (i) receipt of satisfactory deliverables/reports meeting the requirements set out in Annex A, or (ii) receipt of the corresponding invoice.In case of deficiencies noted by the Client in a report, deliverable or invoice, the Client shall notify the Expert within thirty (30) days of receipt. The Expert shall promptly make the required changes or corrections, and the same procedure shall apply.**Final Payment:**The final payment shall be made only after submission by the Expert and approval by the Client of the “Final Report” and the “Final Invoice”. The Services shall be deemed completed and accepted within thirty (30) days of receipt, unless the Client notifies the Expert in writing of any shortcomings within this time. The Expert shall promptly rectify such shortcomings and the same procedure shall apply.**Payments shall be made to the following bank account:**Bank Account Number: […]Account Holder: […] |
| 4. Contract Administration | **A. Client’s Coordinator and Responsibilities**The Client designates Mr./Ms [*insert name*] as Client’s Coordinator. The Coordinator shall be responsible for the coordination of the Services, for receiving and approving invoices for payment, and for acceptance of deliverables and invoices on behalf of the Client.The Client shall provide, at no cost to the Expert and as set out in Annex A, the facilities, services and equipment necessary for performance of the Services, as well as counterpart personnel selected by the Client, with advice from the Expert where applicable.If the facilities, services, equipment or personnel are not provided as agreed in Annex A, the Parties shall agree on:(i) any extension to the Expert’s time for completion of the Services;(ii) how affected Services will be performed;(iii) how the Expert shall access such services/facilities; and(iv) any additional payments due to the Expert.**B. Deliverables**The Expert shall provide the reports, deliverables and documentation listed in Annex A “Terms of Reference and Scope of Services” in the form, quantity and timeline indicated therein. For lump-sum contracts, these will serve as the basis for payment as per Clause 3.**C. Accounting, Inspection and Audit**The Expert shall maintain systematic records and accounts in accordance with generally accepted accounting principles, in sufficient details to clearly identify all expenses and costs.The Expert shall allow AFD and/or persons appointed by AFD to inspect the Project site, examine all accounts and records relating to the submission of the Proposal and execution of the Contract, and to have them audited through auditors appointed by AFD.**D. Timesheets (for time-based contracts)**During the term of the Contract, the Expert may be required to complete timesheets or other records of time spent and expenses incurred, in accordance with instructions from the Coordinator. Upon request, timesheets shall accompany payment claims. |
| 5. Performance Standards | The Expert undertakes to perform the Services with the highest professional and ethical standards. |
| 6. Confidentiality | The Expert 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 Documents and Deliverables | All reports, studies or other outputs (including drawings, software or otherwise) prepared by the Expert under this Contract shall become and remain the property of the Client. The Expert may retain one copy for personal records. |
| 8. Prohibited Activities | The Expert agrees that, during the term of this Contract and thereafter, neither he/she nor any affiliate shall provide goods, works, or non-intellectual services for any project resulting from or closely related to these Services. |
| 9. Insurance | The Expert shall take out appropriate insurance coverage for risks, at least up to the Contract value. Upon request, the Expert shall provide the Client with evidence of such insurance and proof of payment of premiums. Insurance must be effective before commencement of Services. |
| 10. Assignment | The Expert shall not assign or subcontract the Contract or any part thereof without the prior written approval of the Client. |
| 11. Governing Law and Language | The Contract shall be governed by the laws of [*insert Client’s country*]. The language of the Contract is French. |
| **12. Termination** | **By the Client:**The Client may terminate the Contract if the Expert fails to perform the Services, fails to deliver expected reports, or delivers unsatisfactory outputs as per Annex A. Termination shall take effect thirty (30) days after written notice.**By the Expert:**The Expert may terminate the Contract with written notice not less than thirty (30) days after the occurrence of the following:a) If the Client fails to pay undisputed amounts due within forty-five (45) days of written notification of delay by the Expert;b) If the Client is in material breach of its obligations and fails to remedy within forty-five (45) days (or such additional time as the Expert may accept in writing). |
| 13. Dispute Resolution | All disputes, claims, or controversies arising out of or relating to this Contract which cannot be resolved amicably or through mediation shall be settled in accordance with the laws of the Client’s country. |
| 14. Integrity Statement | The Expert shall comply with the commitments set out in the “Statement of Integrity, Eligibility, Environmental and Social Responsibility”. A signed copy is attached as **Annex D**. |
| 15. Status of the Expert | The Expert is an independent consultant and shall not be considered an employee or civil servant of the Client’s country. The Expert shall not be entitled to any benefits, reimbursement, allowances, or compensation other than those expressly set out in this Contract. |
| 16. Taxes, duties and fees applicable to the Contract | The payment of the taxes, duties and fees applicable to the Contract is specified in the table below. *[select the applicable options and fill in the applicable % in the table below.]*

| **Applicable taxes, duties and fees** | **Rate (percentage)** | **Payment Term** |
| --- | --- | --- |
| a) Exemption from payment | b) Payment by the Expert | c) Direct payment by the Client on behalf of the Expert |
| **PART 1 : Local taxes applicable to the Contract***[Note: the cells in grey should not be completed. For each line, one cell only should be filled in.]* |
| **Value Added Tax (VAT) or equivalent** |
| Invoices from the Expert based in the Client’s country | … % | *[yes/no]* | *[yes/no]* | N/A |
| Invoices from the Expert based outside the Client’s country | … % | *[yes/no]* | N/A | *[yes/no]* |
| **Withholding tax on the Expert’s invoices based outside the Client’s country** |
| Invoices from the Expert based outside the Client’s country | … % | *[yes/no]* | N/A | *[yes/no]* |
| **Contract Registration Fees(1)** |
| Contract registration fees | … % | *[yes/no]* | *[yes/no]* | *[yes/no]* |
| **Customs duties** |
| Customs duties relating to equipment, materials and supplies imported and paid for in the performance of the Services, and considered as the property of the Client | (2) | *[yes/no]* | *[yes/no]* | *[yes/no]* |
| **PART 2 : Other applicable taxes, duties and fees** |
| All other applicable taxes, duties and fees [S*pecify as needed]* | […%] | *[yes/no]* | *[yes/no]* | *[yes/no]* |

 (1) Add a line here if there are other similar fees, such as fee to the regulatory body for public procurement, or equivalent.(2) The Expert shall refer to the rates in effect in the Client’s country by category of equipment, materials and supplies.In the event of direct payment by the Client of one or more taxes, duties and fees on behalf of the Expert, in accordance with the table above, the Client shall provide the Expert with a certificate of payment, or any equivalent proof, for each payment, within thirty (30) Days following the written request of the Expert.In the event of an exemption applicable to the Contract, the Client shall provide the Expert with a certificate of exemption, or any equivalent proof, within thirty (30) Days following the signature of the Contract. The amount of applicable local taxes due under the Contract for the Services provided by the Expert will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert amount resulting from negotiations based on estimate provided by the Expert in its Financial Proposal].* |

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FOR THE CLIENT FOR THE EXPERT

Signed by [*insert name*] Signed by [*insert name]*

 [*insert title/position]* [*insert title]*

**LIST OF ANNEXES**

Annex A:  Terms of Reference and Scope of Services, including the Expert’s Reporting Obligations
Annex B:  Expert’s Technical Proposal, including the detailed CV
Annex C:  Cost of Services and Payment Terms
Annex D:  Statement of Integrity

**ANNEX A – Terms of Reference and Scope of Services**
*[Insert the Terms of Reference]*

**ANNEX B – Expert’s Technical Proposal***[Insert the Expert’s methodology and detailed CV]*

**ANNEX C – Expert’s Financial Proposal***[Include the financial proposal table following negotiation with the Expert]*

*[Please specify, for each expense where applicable, the eligibility conditions and cost content: maximum hotel rate if reimbursable, travel class and maximum amount for airfare or train if reimbursable, whether the per diem includes local transport, communication costs, etc. Additionally, the amount of local taxes applicable to the contract must be clearly specified, as well as the payment procedures for each of these taxes as set out in Article 16 of the Contract.]*

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| ANNEX D - Statement of Integrity, Eligibility and Environmental and Social Responsibility |

*[The content of the Statement of Integrity, Eligibility and Environmental and Social Responsibility depends on the date of signature of the AFD Financing Agreement which covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2019 or before, the Contracting Authority will select the content of OPTION A and remove OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement referring to the AFD Procurement Guidelines in their version of 2024 or later, the Contracting Authority will select the content of OPTION B and remove OPTION A. ]*

*[****OPTION A – Version of the Statement of Integrity to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2019 or before.***

*(Otherwise delete this section and keep only OPTION B below)*

Reference name of the bid or proposal: (The "**Contract**")

To: (The "**Contracting Authority**")

1. We recognize 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, reorganization or being in any analogous situation arising from any similar procedure;

2.2 Having been:

1. 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 the Contract);
2. 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 the Contract);
3. 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 the Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.

1. 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:

1. 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 the Contract;
2. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
3. 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.
4. 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.
5. 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 labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organization (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.

1. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorize 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 of[[16]](#footnote-16):

Signature: Dated:

*end of OPTION A]*

*[****OPTION B – Version of the Statement of Integrity to be included for any Contract financed with an AFD Financing Agreement referring to the AFD Procurement Guidelines in their version******of 2024 or later.***

*(Otherwise delete this section and keep only OPTION A above)*

Reference name of the Bid/Proposal/Contract signed[[17]](#footnote-17) (the **“Contract”**)

To: (the **“Contracting Authority”**)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,[[18]](#footnote-18) nor any of the members of our joint venture, nor any of our subcontractors, 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, or being in any analogous situation arising from any similar procedure;

2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[19]](#footnote-19) having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

1. Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
2. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
3. Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[[20]](#footnote-20) (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

1. We hereby certify that neither we, nor any party acting on our behalf[[21]](#footnote-21), nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
	1. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions** **measures** adopted by the United Nations, the European Union and/or France;
	2. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions** **measures** adopted by the United Nations, the European Union and/or France;
	3. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
2. We hereby certify that neither we, nor any party acting on our behalf,2 nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

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

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

1. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
2. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.[[22]](#footnote-22)

6.2 Neither we, nor or any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

1. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,2 any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

1. We, any party acting on our behalf,2 the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
2. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Purpose** | **Amount (indicate the currency)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(\*): If no amount has been paid or is to be paid, indicate “None”.

1. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of:[[23]](#footnote-23)

Signature:

Dated:

*end of OPTION B]*

1. https://www.afd.fr/en/bid-invitations-and-procurement [↑](#footnote-ref-1)
2. Or any other French ministry responsible, where applicable, for establishing the security classification in foreign countries. [↑](#footnote-ref-2)
3. In the case of co-financing or delegated financing (e.g., EU funds), indicate the name(s) of the co-financier(s)/delegating entity(ies) here, and insert their logo(s) alongside those of AFD and the Client. In such cases, check whether there are any specific publication requirements set by the co-financiers/delegating entities, in addition to those of AFD, and ensure their implementation. [↑](#footnote-ref-3)
4. By exchange of mails or letters [↑](#footnote-ref-4)
5. Please refer to the section “5.4 Evaluation of Proposals” of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries (2024 version) [↑](#footnote-ref-5)
6. Specify the type of supporting documentation required (indicative examples: invoice, boarding pass, train ticket, timesheet, etc., depending on the nature of the expenditure). [↑](#footnote-ref-6)
7. Only days actually worked by the Expert shall be eligible for payment. Non-working days are not payable. [↑](#footnote-ref-7)
8. Adjust the list according to the Services required. [↑](#footnote-ref-8)
9. A per diem is payable for each night spent by the Expert away from their usual place of residence when such travel is required under the Contract. The Client may set a ceiling for the unit rate. [↑](#footnote-ref-9)
10. See article 16 of the Contract. Add, if applicable: Value added tax (VAT) or equivalent, Withholding tax on invoices of the Expert based outside the country of the Client, Registration fees for the Contract, Customs duties, etc. [↑](#footnote-ref-10)
11. The Expert will report here the payment method (lump-sum or actual cost) indicated by the Client in Table FIN 2.1 Price Breakdown [↑](#footnote-ref-11)
12. See article 16 of the Contract. Add, if applicable: Value added tax (VAT) or equivalent, Withholding tax on invoices of the Expert based outside the country of the Client, Registration fees for the Contract, Customs duties, etc. [↑](#footnote-ref-12)
13. In particular for lump-sum contracts, where payment is made based on deliverables. [↑](#footnote-ref-13)
14. *This draft contract is intended for contracts with an estimated value of less than €50,000. For contracts with an estimated value between €50,000 and €200,000, replace**this section 4 by the draft contract (part 3) of the Request for Proposals - Small Consulting Services (RFP-Small Consulting Services) (AFD-M0330).* [↑](#footnote-ref-14)
15. *Ensure consistency with Article 4 of the Instructions to Consultants.* [↑](#footnote-ref-15)
16. 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. [↑](#footnote-ref-16)
17. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-17)
18. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not). [↑](#footnote-ref-18)
19. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings. [↑](#footnote-ref-19)
20. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-20)
21. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not). [↑](#footnote-ref-21)
22. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-22)
23. In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant. [↑](#footnote-ref-23)