

Terms of Reference (ToR)

Content manager first aid materials for the Caribbean

Remote consultancy for the IFRC Global First Aid Reference Centre and the French Red Cross

Would you like to contribute to the development of first aid materials in the Caribbean? This mission is for you!

Application packages should be received no later than **11.59 PM CEST on 13th July 2023**

Background

The Caribbean is one of the regions in the world the most exposed to major natural and health risks: hurricanes, earthquakes, volcanic eruptions, floods, epidemics... These risks are exacerbated by the phenomenon of climate change which modifies the intensity, unpredictability, and frequency of hazards. The geography of the Caribbean zone, marked by insularity, the isolation of communities at risk, and the fragility of infrastructures, makes emergency operations complex. Small businesses, which are an important source of employment and income for communities, are insufficiently prepared to cope with disasters. Besides, the culture of risk must be promoted in a constantly reinvented manner within populations.

About the organizations managing the project

The IFRC GFARC

Since 2012, the [French Red Cross](#) has been hosting the [IFRC Global First Aid Reference Centre](#) (GFARC) within the International Operations Division. The GFARC is one of the [reference centers](#) of the [International Federation of Red Cross and Red Cres](#)

**Interreg
Caraïbes**



Ready 360° 

[cent Societies](#) (IFRC). It contributes to building the first aid capacity of Red Cross and Red Crescent Societies around the world. For more information, visit the [website](#).

The PIRAC

The Regional Intervention Platform for the Americas and the Caribbean is the international delegation of the French Red Cross for the Caribbean region. PIRAC has been responding to emergencies and supporting resilience-building initiatives in the Caribbean since 2005, working closely with the Red Cross volunteer and salaried networks in these territories.

By relying on the Red Cross network in the Caribbean, close to the communities and local institutions, PIRAC comes to the aid of the region's populations in all major disasters. PIRAC also works to develop capacity-building activities to strengthen the resilience of Caribbean communities.

PIRAC has its coordination offices in Guadeloupe and has teams and emergency resources located in various French territories in the region, particularly in Martinique and Guyana, as well as in Haiti. For more information, visit the [website](#)

About the project: READY 360°

The French Red Cross launched the READY 360° program in 2023, financed by the INTERREG Caribbean program. The Ready 360° program aims to achieve 4 main objectives through the implementation of activities: (i) Strengthen regional coordination and legislative frameworks for disaster management; (ii) Prepare for, anticipate, and respond to disasters and crises with greener preparedness measures. (iii) Improving public information, awareness, and preparedness for disasters and crises; (iv) Developing technical studies and research on disaster management with experts and academics.

The READY 360 project aims at building a global and greener resilience of Caribbean territories by strengthening disaster preparedness and response capacities at all levels: from the individual and family level, the organizations and businesses level, to the regional institutional disaster risk management level. While the READY Together project led to a major enhancement in disaster preparedness of Caribbean national and regional organizations, the READY 360 project will expand this approach by positioning citizens as the first essential proximity actors for emergency response: a 360° preparation for enhanced resilience. The mechanisms of joint preparation and coordination will be amplified alongside major resilience partners in the Caribbean: French local authorities, CDEMA, OECS, the Red Cross Movement, etc. Emergency professionals, business holders, and youth will be the main targets

of the project through actions of structuring regional technical cooperation, emergency pre-positioning, training, and the development of innovative educational tools. The fundamental principle of this new approach is to reduce the environmental impact of risk management practices. 6 Caribbean National Societies are involved: Antigua & Barbuda, Dominica, Grenada, St-Kitts and Nevis, Ste-Lucia, St-Vincent-and-the-Grenadines.

First aid within the project READY 360°

Citizens: first actors in the response to emergencies!

The knowledge and skills in first aid are still not widely spread among the Caribbean populations. However, in case of disaster, they are on the front line to provide rescue and first aid. In this regional context where major disaster risks are high, numerous, and permanent, all Caribbean people must be trained in first aid. First aid saves lives: let's get ready! Promoting first aid on a large scale requires an organized and innovative system adapted to the specificities of the Caribbean. Thus, a team of the IFRC Global First Aid Reference Centre dedicated to America will be based in Guadeloupe to guarantee a high quality of service and the system's long-term sustainability. From phase 1 of the READY 360° project, a set of first aid materials will be produced.

Description of the mission

Main objective

The main purpose of the mission for the consultant will be to produce, with the Red Cross National Societies involved in the project, a set of first aid materials taking into account the Caribbean environment and including the Red Cross National Societies.

Target groups

- Volunteers,
 - Citizens
 - Staff in companies
- In summary, everyone who will be taught first aid

Expected deliverables (in English)

- Set up an education team involving the Red Cross National Societies of the project (one or two people for each NS) with the support of the GFARC team and the PIRAC;

- Co-management of the education team;
- Content of the training (complete program) and manual for the public (cf. target groups mentioned above) with 15 modules;
- The specific module of the basic first aid course needs to be defined (eg: first aid and disaster risk introduction or first aid for disabled people or water safety).

Setup of the mission

The expected consultancy work will concern the territories covered by the READY 360° project, i.e. the following 6 territories in the Caribbean zone: Saint Lucia, Saint Kitts & Nevis, Antigua & Barbuda, Saint Vincent-&-the-Grenadines, Barbados and Grenada. However, the consultant will work **remotely**.

Team

The consultant will be supported by:

- The staff of the IFRC Global First Aid Reference Centre
- The staff of the PIRAC

The consultant will work closely with the National Societies part of the project, the IFRC regional delegation.

Timetable

The deliverables should be produced by the end of November 2023.

According to the consultant's availability, the work can be done either full-time for a few weeks or part-time until 31st December 2023, up to 815h in total if the contract starts on June 1st until 31st December in a full-time capacity.

Responsibilities and Duties

The GFARC will

- Provide the consultant with the necessary information and document to properly fulfill his/her missions
- Set up different briefings and follow-up

- Provide access to existent documents and relevant contacts within the NS

The consultant

He/she will:

- Ensure the fulfillment of all the consultancy's deliverables outlined in this Terms of Reference within the agreed timeframe.
- Identify needs and gaps in the current materials for the Caribbean
- Develop clear, easy-to-understand, and attractive headlines and body for the first aid market up
- Set-up the education team for the Caribbean with the NS involved
- Write the terms of reference for NS to choose their experts for the education team;
- Brainstorm with the education team to come up with engaging ideas
- Create, draft, and produce original content after doing a [Guidelines](#) analysis
- Research first aid-related topics (combining online sources, interviews, and studies)
- Check content to ensure it is free of grammatical or factual errors and follows all brand editorial guidelines for consistency
- Proofread and edit content before publication
- Submit work to the team in an easy-to-use manner for input and approval
- Write clear specifications for inclusive illustrations aimed at the design company
- Provide editorial, creative, and technical support to team members if needed
- Prepare reports on project performance
- Ability to travel to the Caribbean: costs for food, accommodation, and flights are at the consultancy's expense which cost must be included in the financial proposition:
 - The consultant is solely responsible for providing the material and human resources required to accomplish its mission (plane tickets, computer, insurance).
 - The consultant may delegate part of the mission within his team or to an employee of his choice, but he remains the sole hierarchical and disciplinary authority over his employees.

Quality and ethical standards

The consultant should take all reasonable steps to ensure that the assignment is designed and conducted to respect and protect the rights and welfare of people and the communities of which they are members, and to ensure that the analysis is technically accurate, reliable, and

legitimate. The collected data has to be safeguarded, respecting existing data security rules, to protect the rights of the individual.

Consultant Profile

Qualifications

- Bachelor's degree preferred in education sciences, teaching, public health, or related field.
- Trainer of trainer in first aid preferred or experienced first aid trainer.
- C1 certification completed in English
- Additional following languages are a plus: French, and Spanish.

Required experience

- Proven work experience as a Content Writer, Copywriter, or similar role
- Experience doing research using multiple sources
- Creativity and the ability to develop original content for first-aid training
- Ability to develop content that provokes engagement and enhances learning for first aid
- Excellent writing and editing skills in English
- Proficient in all Microsoft Office applications
- Ability to meet deadlines
- Ability from July to December
- Knowledge of the caribbean zone and the red cross movement
- Strong leadership qualities
- Effective communication skills

NECESSARY: The consultant shall be entitled to a legal company on its own or collective one, thus, he or she shall be able to produce a legal bill and invoice so that the French Red Cross can pay him or her. Bank transfers to personal accounts cannot be accepted.

Selection will also take into account the following application materials, as well as the immediate availability and commitment to a full-time role as a consultant.

Selection criteria

The Consultant is required to submit a technical and financial proposal which should include a detailed research methodology that proposes an action plan to achieve the Project Objectives and the Consultancy's deliverables in accordance with the Terms of Reference.

- Quality/cost evaluation: weighting of technical score/financial score
- Suitability of the technical propose about to the terms of reference
- Quality and relevance of the portfolio to the terms of reference
- Provider's references and professional experience in the sector and region concerned
- provider's availability over the proposed duration
- Financial offer (calculation of the financial score in proportion to the respective amounts of the offers received)

Application Materials

Interested and suitable candidates should submit an application package in **English**, which includes the following. **Please note that any proposal, which does not contain all items, will be rejected.**

1. CV including a summary of your Experience about to the role
2. Technical offer with a detailed description of the methodology and timetable
3. Financial proposal, including cost breakdowns per major activity/deliverable
4. Professional references: please provide two references from your previous clients.
5. Signed annexes: Statement of integrity and ethic clause

Procedures

Applications should be submitted to the IFRC Global First Aid Reference Centre First Aid to marie.carpentier@croix-rouge.fr CMRPS Coordinator AND melanie.peningue@croix-rouge.fr procurement officer of the PIRAC, signed and dated, with the following indication: **PF267_ABY_ABY_2023_0177**

Technical and financial offers must be submitted separately in protected **PDF** format maximum size **25Mb**. Incomplete applications or those received after the above deadline will not be considered. You can combine all application materials into a single file in PDF format if you like.

French Red Cross Ethics Clauses

Article 1 : Duty of confidentiality - Protection of personal data

1.1 The Service Provider/Supplier shall keep strictly confidential and refrain from disclosing any information, document, data or concept of which it may become aware during the performance of this contract, except in connection with verification procedures and audits under Article 4 of these ethics clauses. The Service Provider/Supplier shall be liable in the event of its own non-compliance with these provisions, as well as for non-compliance by its personnel and subcontractors, if any.

However, it shall not be liable for any disclosure if the items disclosed were in the public domain at the time of disclosure, or if it was previously aware of such items or had obtained them from a third party by legitimate means. This duty of confidentiality shall remain in effect indefinitely.

1.2 The Service Provider / Supplier shall, under this Contract, comply with the current regulation applicable to the processing of personal data and, in particular, the Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016, and the amended French Data Protection Act of 6 January 1978.

The Service Provider / Supplier assures that it will implement all the necessary measures to ensure the safety and the confidentiality of this personal data to which it could have access or which could be transmitted to it in connection with the performance of this Contract.

Hence, the Service Provider / Supplier agrees to take all the appropriate technical and organizational measures that would be necessary to comply with safety obligations for itself and its staff in view of the state of knowledge, the implementation costs, the nature, the scope, the context and the purposes of personal data processing. In particular, it commits itself:

- not to process, or access, said personal data for purposes other than the performance of its obligations arising from this Contract;
- to take all suitable precautions in order to safeguard said personal data, especially to ensure that it is not distorted, damaged, accidentally or unlawfully destroyed and, in particular, to ensure that unauthorized third parties do not have access to it;
- to ensure that the persons authorized to process personal data be subject to an appropriate statutory or legal obligation of confidentiality and receive the required training with respect to the protection of personal data;
- not to disclose all or part of said personal data, in any form whatsoever.

1.3 Specific information for the Service Provider / Supplier : in order to manage its relationship under this Contract, the French Red Cross collects personal data relating to the Service Provider / Supplier on the legal basis of the performance of a contract and of the legitimate interest (art. 6 GDPR). This data is for the sole use of the French Red Cross and its staff responsible for the performance of this Contract and for its business relations; it shall be kept for five years following the last contact between the Service Provider / Supplier and the French Red Cross and then be destroyed.

Moreover, in order to comply with legal and regulatory obligations necessary to obtain funding from its institutional donors, the French Red Cross needs to check all the references related to the Service Provider / Supplier as well as its relationship with its partners, subcontractors, or any other company to which the Service Provider / Supplier is linked or associated.

The person in charge of processing is the president of the French Red Cross and, by delegation, its Director-General. The personal data protection officer may be contacted at the French Red Cross headquarters, 98, rue Didot, 75014 Paris, France, or at the following address : DPO@croix-rouge.fr.

According to the general Regulation on the protection of personal data (EU Regulation No. 2016/679 of 27 April 2016), the Service Provider / Supplier is entitled to access, rectify, erase, oppose for legitimate reasons, set limits and to portability rights related to data relevant to itself and can exercise these rights by contacting DPO@croix-rouge.fr.

Should particular problems arise, the Service Provider / Supplier may contact the personal data protection officer ; it may also lodge a complaint with the *Commission nationale de l'informatique et des libertés (CNIL)*, the French data protection authority.

Article 2: Ethics and practices

At the time this contract is signed, the Service Provider/Supplier certifies, and undertakes during the contract's entire term, as follows:

- it has no personal connection with any employee of the French Red Cross and does not have any direct or indirect conflict of interest;
- it will refrain from any relationship likely to compromise its independence or that of its staff;
- it is not the subject of any cessation of business proceedings, it has not been convicted of a crime and it has not been held liable for a material breach due to non-compliance with its contractual obligations under a contract financed by the budget of the European Union
- it has fulfilled its legal obligations with respect to the payment of taxes and social security contributions under the law of France;
- it will comply, during the performance of the contract, with all laws, decisions and other rules of France that may in any manner affect or apply to the transactions and activities covered by the contract;
- it will respect, and ensure that its staff respects, fundamental rights, human dignity and, in particular, the international labour law rules of the International Labour Organisation with respect to employment, health and safety matters, the conventions on the right to organise and collective bargaining, the elimination of forced and compulsory labour, the elimination of discrimination in employment and occupation, and the abolition of child labour and human trafficking;
- it will not violate the political, cultural and religious customs of the country(ies) where the contract will be performed;
- it will avoid any relationship with a party to a conflict, and will have no involvement in the supply or transport of weapons and/or landmines, or in the unethical exploitation of natural resources, in particular sensitive goods such as precious metals, precious stones and rare earths;
- it undertakes to comply with, and ensure compliance of, the environmental standards by its staff and its subcontractors, said standards being accepted by the international community and including international conventions for environmental protection, in line with the applicable laws and regulations of the country where this Contract is performed; it also undertakes to implement environmental and social risk mitigation measures;
- it will not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism or with money laundering activities;
- it will apply and promote a policy of "zero tolerance", and it will prevent, handle and, if appropriate, impose the necessary sanctions in relation to any sexual exploitation and abuse situations involving their members of staff, regardless of their status. The Supplier/Service Provider further undertakes, at the request of the French Red Cross, to replace, for the purposes of this agreement, any members of their staff, regardless of their status, involved in a sexual exploitation or sexual abuse situation.

If it is proven that the foregoing information is inaccurate or that there has been non-compliance with the foregoing obligations during the performance of the contract, the French Red Cross shall be entitled to terminate the contract without prior notice.

Unless approved in advance and in writing by the French Red Cross, the Supplier/Service Provider and its staff, or any other company with which the Supplier/Service Provider is associated or affiliated, shall not be authorised, including on an ancillary basis or as a subcontractor, to perform other services, carry out work or deliver supplies other than those provided in the Contract.

This prohibition shall also apply to any other project for which the Supplier/Service Provider, due to the nature of the market, could have a conflict of interest.

The Service Provider/Supplier shall at all times act impartially and as a faithful adviser in accordance with its professional code of ethics, and shall refrain from making public statements about the project, the supply of goods or services covered by this contract without the prior approval of the Red Cross, and shall not bind the French Red Cross in any manner without its prior written consent.

Article 3 : Anti-corruption and influence peddling undertakings

Corruption is defined as the action of a person with a public or a private authority who requests / proposes or agrees to / grants a donation, an offer, or a pledge with a view to carrying out an act related to his duties, either directly or indirectly.

Influence peddling refers to requesting, or agreeing to, any offers, pledges, donations, gifts or advantages without legal authority, at any time, directly or indirectly, from a representative of public authority, with a public service mission or holder of an elected public office, for itself or for others: either in order to carry out, or to refrain from carrying out, an act in the course of its official duties, its mission or its mandate or facilitated by its official duties, its mission or its mandate ; or to abuse its real or supposed influence with a view to obtaining honors, employment, contracts or any other favorable decision from an administration or public authority.

The remuneration of the Supplier/Service Provider under the contract shall be its only remuneration in connection with this contract.

The Supplier/Service Provider and its staff shall not engage in any activity or receive any advantage that may conflict with their obligations to the French Red Cross.

The French Red Cross reserves the right to terminate the contract if corrupt practices of any kind are discovered at any stage of the selection procedure of the Supplier/Service Provider, or at the time of the signature or during the performance of the contract.

For the purposes of this provision, 'corrupt practice' means any offer to give, or any agreement to make, to any person, any illicit payment, gift, gratuity or commission to induce or reward such person for performing, or refraining from performing, any act in relation with the award or performance of the contract with the French Red Cross.

All tenders will be rejected and all contracts terminated in the event it is discovered that unusual commercial expenses were paid in connection with the award of the contract or its performance.

Unusual commercial expenses mean any commission not mentioned in the contract, any commission not paid in return for any actual and legitimate service, any commission remitted to a tax haven, and any commission paid to a recipient that is not clearly identified or to a company that appears to be a front company.

The Supplier/Service Provider undertakes to provide to the French Red Cross, at its request, all supporting documents regarding the conditions under which the contract is performed.

The French Red Cross shall be entitled to carry out any onsite checks of documents it may deem necessary to collect evidence in cases of suspected unusual commercial expenses or money laundering activities.

In the event a Supplier/Service Provider pays unusual commercial expenses or is involved in money laundering activities in connection with projects funded by the French Red Cross, depending on the gravity of the circumstances, the French Red Cross may terminate the contract or permanently exclude it from all future French Red Cross contracts.

Article 4: Verifications and audits

To enable verification of the above elements and to allow audits, the Supplier/Service Provider warrants the French Red Cross and, where applicable, the European Commission, the European Anti-fraud Office and the Court of Auditors, and any other institutional funder of the project or programme that includes this contract, an appropriate right of access to its financial and accounting documents.

Article 5: Sanctions

Non-compliance with one or more of these ethics clauses may cause the French Red Cross to exclude the Supplier/Service Provider from other French Red Cross contracts, and cause it to impose additional sanctions on the Supplier/Service Provider, in particular terminating its contract with the French Red Cross.

Article 6 : Miscellaneous

The obligations under the ethic clauses are applicable to the Supplier/Service Provider's subcontractors and employees. The Supplier/Service Provider undertake to take all measures necessary in order to ensure the respect of these obligations by its employees and/or subcontractors.

Date and signature of the Supplier/Service Provider

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 intended 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.