

Terms of Reference

**Consultancy
for the realization
of a study on the
capacities of professionals
in the fisheries and
agriculture sectors of the
small island states of the
Caribbean to cope with
disaster risks and the
effects of climate change.**

Programme READY 360°

Period of assignment: October - December 2023

PF267_ABY_ABY_2023_0109

Planned period of assignment:

02/10/2023 - 12/12/2023

Working languages: French, English

Purpose of the assignment	Conduct a study to establish an inventory of the vulnerabilities and capacities of professionals in the fishing and agricultural sectors in the cooperation zone to cope with the risks of natural disasters and the effects of climate change, in order to define courses of action and recommendations.
Head of mission	Business Preparedness Officer
Planned start date	02/10/2023
Planned end date	12/12/2023
Deadlines for deliverables	Scoping Report : 16/10/2023 Preliminary Rapport : 27/10/2023 Final study report: 17/11/2023 Summary note: 01/12/2023 PowerPoint presentation: 05 /12/2023 Media used for institutional feedback
Period of assignment	9 to 10 weeks

1. Context

Created in 2005, the Regional Intervention Platform for the Americas and the Caribbean (PIRAC) is the French Red Cross representative delegation for the Caribbean region, and its operational arm for humanitarian action and regional cooperation. PIRAC assists Caribbean populations in the event of major disasters, and works to build resilience in French territories, as well as in the countries of the Caribbean arc and the Guyana Plateau.

PIRAC started the READY 360° program in January 2023 co-financed by the INTERREG Caribbean program. The READY 360° program aims to build global and greener resilience in Caribbean territories by strengthening disaster preparedness and response capacities at all levels: from the individual and family, to organizations and businesses, right up to the level of regional institutional coordination of risk management. It is divided into two phases: phase 1 to be implemented in 2023, and phase 2 from 2024.

It aims to achieve 4 main objectives: (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) Improve information, awareness and preparedness of citizens to disasters and crises; (iv) Develop technical studies and research on disaster management with experts and academic actors.

Emergency professionals (disaster risk management and national Red Cross), entrepreneurs, the general public and young people are the main targets of the project, through actions to structure 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.

The program's institutional partners are the Organization of Eastern Caribbean States (OECS) and the Caribbean Disaster Emergency Management Agency (CDEMA), and 8 Caribbean territories are involved in the program: Antigua & Barbuda, Dominica, Grenada, Guadeloupe, Martinique, Saint Kitts & Nevis, Saint Lucia and Saint Vincent & the Grenadines.

One of the main focus of this program is to promote a risk culture and strengthen the resilience of economic players, particularly micro, small and medium-sized enterprises (MSMEs), in Caribbean territories.

The Caribbean is a mosaic of highly heterogeneous socio-economic and political contexts. While each territory faces its own specific challenges and levels of vulnerability, there are similar characteristics: exposure to hazards, supply chains and logistical constraints, the weight of Micro Enterprises in the economic sector, etc.

The vast majority of businesses in the Caribbean countries and territories have fewer than 10 employees (96% in Martinique, 95% in Guadeloupe, 77% of businesses in Saint Lucia have fewer than 5 employees). Small businesses are particularly vulnerable, and likely to cease trading temporarily or permanently in the event of a disaster. The National Institute for Occupational Safety and Health estimates that a quarter of small and medium-sized businesses fail to reopen after a major disaster. It also indicates that the longer a business remains inactive following a disaster, the less likely it is to reopen. Around 80% of companies closed for a month after a crisis fail to restart their activities, and go into permanent decline. In the event of a disaster, economic losses and the limited ability of economic players to recover have a lasting impact on development processes. Small and medium-sized businesses are poorly prepared, generally lacking tools adapted to the private sector such as business continuity plans, and find themselves in a vulnerable situation.

While many small-scale entrepreneurs are intuitively aware of the importance of preparing for the risks of disasters and the effects of climate change, they often fail to plan proactively and in an organized way. This is due to the financial and human costs of preparation, or a lack of practical support and advice tailored to their capabilities.

As part of a previous program, PIRAC conducted a diagnostic study on the vulnerabilities and capacities of small and medium-sized enterprises in the tertiary sector of the Caribbean's small island states to cope with disaster risks and the effects of climate change. This time, the focus is on the fisheries and agriculture sectors, in order to complete our knowledge of the level of preparedness of entrepreneurs in the primary sector. Pilot activities carried out in the field of business disaster preparedness have demonstrated the relevance of providing local support to entrepreneurs, promoting the use of tools to build business continuity plans, and also involving business support players in this support. The results of this new study will provide entrepreneurs with concrete measures to strengthen their preparedness and enable them to rapidly relaunch their business activity after a disaster, in order to maintain their livelihoods.

Furthermore, primary sector players play a vital role in economic and social terms. They are the guarantors of people's livelihoods, not only as generators of employment and income, but also as suppliers of essential goods and services. By strengthening intra- and inter-community exchanges, they facilitate the development of social and human capital and the dissemination of information, thus reinforcing solidarity and opening up communities. Moreover, the ability of entrepreneurs to resume business after a crisis will determine the population's ability to access essential goods and services. It's also worth noting that humanitarian response actors can rely on companies in supply chains to provide assistance to disaster victims.

2. Objectives

2.1. General objective of the study

As part of the READY 360° program, PIRAC is looking for a specialized service provider to carry out this study in the Caribbean zone.

The main aim is to assess the level of preparedness of micro, small and medium-sized enterprises (MSMEs) in the fisheries and agriculture sectors in the Caribbean zone, in the face of natural disasters and health crises (human health).

- **2.2 Specific objectives of the study**

- **Assess the vulnerabilities et capacities of fisheries and agriculture professionals** in the Caribbean zone in the face of the risks of disasters, crises and the impacts of climate change, **and identify the elements of entrepreneurial preparedness that need to be strengthened** in these sectors.
- **Identify the key players to involve and the coordination mechanisms** needed to provide the best possible support to fishing and farming professionals, **and thus guarantee multiplier effects in each territory and on a regional scale.**
- **Draw up operational recommendations to support fishing and farming professionals in strengthening their preparedness** for disaster risks, health crises (human health) and the impacts of climate change.

3. Methodology

Proposed steps:

- Scoping meeting
- Literature Review
- Selection of territories for the study
- Interviews with key stakeholders (Chamber of Agriculture, cooperatives, grower groups, fisheries committees, etc.) in the targeted territories and at regional level
- Quantitative and qualitative surveys on a sample of companies in the target territories, disaggregated by gender and age group.
- Data analysis and report drafting
- Review of report and validation

Key points of the analysis:

The multi-level methodological approach will make it possible to identify the best-prepared territories and those where the level of preparation is lower.

The choice of territories for the micro analysis will be based on the results of the macro analysis, which will highlight territories with a high level of preparedness and those with a lower or non-existent level of preparedness.

At the regional level :

Diagnosis of the vulnerability of the agricultural and fishing sectors at the regional level :

- Macro-economic analysis: inventory of MSMEs in the agricultural and fishing sectors, typology of MSMEs in these sectors in the region, weight of the informal economy
- Identification of preparation measures/practices implemented in these sectors
- An analysis of the institutional framework and economic environment, highlighting the way in which disaster risk management is taken into account by professionals in the agricultural and fisheries sectors.
- Identification of natural hazards impacting the fishing and farming sectors and their consequences on the business (history of disasters).

For French-speaking territories, the analysis will focus on the dynamics of institutional support for SMEs in the fishing and agricultural sectors, to help them prepare for and recover from natural disasters and health crises that have a major/dangerous impact on business operations and stability.

Micro level by selected territories:

Overview of agriculture and fisheries sectors and vulnerabilities:

- At the level of each territory, present the fishing and farming sectors (importance of the primary sector in the territory's economy, surface area used, size and technical-economic orientation of farms, demographics of fishing and farming professionals, dominant fishing and farming sectors, fishing and farming professions represented in the territories concerned by the study, etc.).
- Analyze how natural hazards, health crises and the impacts of climate change can affect fishing and farming professionals, depending on the territory, type of crop/fishing, soil characteristics, size of business, etc.
- Identify the professionals in these sectors who are most vulnerable to these risks, according to company size, sub-sector of activity, gender, age, disability, territory, etc...

Assessing the preparedness of agriculture and fisheries professionals:

- Study the level of knowledge, behaviors, practices and measures taken by fishing and farming professionals to prepare for and cope with disasters and crises and the impacts of climate change, according to company size and mode of governance, sub-sector of activity, gender, age, territory, etc...
- Analyze the institutional framework, the economic environment, the structural factors - economic, institutional, logistical, fiscal, access to markets (commercial, insurance and banking) - influencing the ability of fishing and farming professionals to recover from a disaster or crisis.

Analysis of the preparation needs of agricultural and fishing professionals:

- Evaluate the needs and expectations of professionals in the fishing and agriculture sectors, by region, to strengthen their ability to prepare for disasters, crises and the impacts of climate change, taking into account regional/local specificities.

Analysis of capacity-building initiatives for agriculture and fisheries professionals:

- Identify business support organizations and initiatives in the fishing and farming sectors at local, national and regional level, as well as key players to involve and coordination mechanisms to best support fishing and farming professionals.
- Analyze the impact of initiatives launched by international organizations, governments or others on the behavior, cultivation techniques and fishing techniques of target groups.
- Identify a typology of endogenous and exogenous levers of action for fishing and farming professionals as economic agents at local, national and regional level, and network dynamics.

Operational recommendations to strengthen the preparedness of agriculture and fisheries professionals:

- Draw up operational recommendations tailored to the specific characteristics of the Caribbean to strengthen the preparedness of fishing and farming professionals (operational support mode, type of dissemination medium depending on familiarity with digital services and dissemination strategy, sub-sectors of activity to be targeted, major orientations by territory according to vulnerabilities and preparedness capacities, etc.).

Expertise required :

The selected service provider should have expertise in disaster preparedness for businesses, and/or expertise in macro-economic analysis and skills in behavioral analysis of stakeholders, as well as good knowledge of the Caribbean context and the fishing and agricultural sectors.

Language : French and English

4. Deliverables and Timetable

Deliverables :

- A scoping report including methodology, timetable and data collection tools, sample and summary of the study report
- A preliminary report
- A draft study report
- A final study report in French and English including a synthetic analysis of the data collected, a mapping of business support organizations and initiatives, and operational recommendations
- A summary of the study's key findings in French and English
- A webinar presenting the key results of the study in French and English, including a powerpoint presentation

Proposed Roadmap :

Timetable for delivery of deliverables and follow-up meetings with the project team:

Deliverables	Content	Proposed dates
Scoping report	Methodology, roadmap, data collection tools, summary of study report in English or French	16 october 2023
Preliminary Report	Literature review to select territories for the study	27 october 2023
Study Report	Draft in English or French	17 november 2023
	Final version in French or English: Synthetic analysis of data collected, mapping of business support organizations and initiatives, operational recommendations	27 november 2023
Synthesis of key results	Draft in English or French	1 december 2023
	Final Version in English and French	5 december 2023
Webinar presentation	Powerpoint presentation of key study findings in English or French - interpreter	12 december 2023

5. Roadmap

Proposed roadmap :

Phases	Key steps
Phase 1: Scoping and methodology	Scoping meeting in Guadeloupe at the PIRAC Office or online
Phase 2: Secondary data collection/literature review	Online
Phase 3 : Selection of territories for the study	Online
Phase 4: Primary data collection/ interviews, surveys	On-site and/or remote assignments
Phase 5 : Data Analysis	Guadeloupe or online
Phase 6: Drafting the study report	Guadeloupe or online
Phase 7: Detailed feedback with the project team	Feedback meeting in Guadeloupe at PIRAC offices or remotely
Phase 8: Feedback to institutional stakeholders	Webinar format

The selected contractor will work in collaboration with the Business Disaster Preparedness Officer in Guadeloupe, or remotely depending on geographical location. The Regional Program Manager and the Technical Coordinator will be involved in the validation of deliverables.

A scoping meeting will be held at the start of the assignment to confirm the specifics and timetable of the deliverables expected, and a feedback meeting at the end of the assignment to frame the presentation of the study results.

The consultant will communicate weekly with the Corporate Disaster Preparedness Officer on the progress of the study.

Preliminary versions (drafts) of each deliverable will be presented to PIRAC for comments and suggestions, which should be taken into account in the final versions of each deliverable.

PIRAC will provide the contractor with project documentation.

Proposed starting date :

02/10/2023

6. Budget

The total estimated amount for this mission is proposed by the consultant.

The budget should highlight the following elements:

- Expertise in man-days
- Equipment required
- Translation
- Travel expenses

Payment will be made on presentation of invoices: 30% on signature of the contract, 40% on submission of the final study, and 30% after presentation to the institutional stakeholders.

7. Bid processing

7.1. Consultant Profile

- Academic background in economics or disaster risk management
- Experience in disaster risk reduction
- Experience in conducting similar or related studies
- Good knowledge of the primary sector
- Good knowledge of the Caribbean context
- Fluency in written and spoken English essential
- Good understanding and/or knowledge of gender and inclusive approaches
- Knowledge of the Red Cross Movement an asset

7.2. Bid evaluation criteria

- Quality/cost evaluation: weighting of technical score (70%)/financial score (30%)
- Understanding and interpretation of the terms of reference
- Proposed methodology
- Provider's skills and experience
- Quality and relevance of the portfolio
- Consistency and relevance of the financial offer (calculation of the financial score in proportion to the respective amounts of the offers received)
- Availability of the service provider over the required period

Administrative requirements:

- The service provider must provide proof, at the time of submission, of the regularity of its economic activity (tax documents, registration, registration as a self-employed worker - depending on the country of reference where it is established).
- The service provider alone must provide the resources needed to carry out its mission, whether material or human (air tickets, computer, insurance).
- The service provider may delegate part of the mission within his team or to the collaborator of his choice, but he remains the sole hierarchical and disciplinary authority concerning his employees.

8. Offer and submission limit

Interested service providers are requested to send their **dated and signed** offer in unmodifiable pdf format (maximum 25MB), comprising two separate documents or files:

1. A technical proposal including the proposed methodology, a proposed timetable, a portfolio of similar projects carried out, a detailed CV of the team members assigned to the assignment, as well as the ethics and integrity clauses; certification in English.

2. A financial proposal including a detailed financial estimate of the costs of carrying out the mission described above, including unit prices and/or fees in man-days including VAT, mission expenses and terms of payment.

Offers must be sent by e-mail **no later than September 24, 2023**, with the subject line "PF267 0109" to the following e-mail addresses: log-pirac.frc@croix-rouge.fr + melanie.peningue@croix-rouge.fr + cynthia.jeremy@croix-rouge.fr

9. Annexes

- CRF ethical clause to be dated and signed
- AFD integrity clause, dated and signed

Corro-
Barrientos
Natalia

Signature numérique
de Corro-Barrientos
Natalia
Date : 2023.09.05
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Annex 3 : French Red Cross Ethics Clauses

Article 1 : Duty of confidentiality - Protection of personal data

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 *INTERREG Caribbean programme through the European Regional Development Fund (ERDF), the French Development Agency (AFD) and the Regional Council of Guadeloupe.*;
- it has fulfilled its legal obligations with respect to the payment of taxes and social security contributions under the law of *Ste Lucia*;
- it will comply, during the performance of the contract, with all laws, decisions and other rules of *Ste Lucia* 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:

CONSULTANCY FOR THE STUDY OF THE LEVEL OF PREPARATION OF MSMEs IN THE AGRICULTURAL AND FISHING SECTORS (The "Contract")

To: French Red Cross (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.