Consultation – Terms of Reference (ToR)

Ukraine Hybrid Solution 2023 End of Project Evaluation

Project Holder:



Institutional donors :

En partenariat avec





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Invitation Letter

Paris, May 10 2025

Dear Sir/Madam,

- 1. Electriciens sans frontières (hereinafter referred to as "the Client") has received funding (hereinafter referred to as "the Funds") from the Crisis and Support Centre of the French Ministry for Europe and Foreign Affairs (hereinafter referred to as "CDCS") to finance the cost of the project *Ukraine Hybrid Solutions 2023*, and intends to use part of the Funds for eligible payments under the Contract for which this Request for Proposals is issued.
- 2. Electriciens sans frontières now invites proposals, through a restricted consultation, for the provision of the following consulting services: **final evaluation of the project**. For further details on the Services, please refer to the attached Terms of Reference (ToR).
- 3. Several consultants will be selected based on a **quality-based selection method**, particularly focusing on the consultants' qualifications. The candidates' experience related to the points outlined in the Terms of Reference, as well as the quality and content of the financial proposal, will be key selection criteria.
- 4. This Request for Proposals includes the following documents:
 - This Letter of Invitation;
 - The template for the Proposal Submission Letter;
 - The Technical Proposal template;
 - The Financial Proposal template;
 - The Terms of Reference;
 - The draft Contract.
- 5. Kindly confirm receipt of this solicitation upon reception, and inform us as soon as possible whether you intend to submit a proposal.
- 6. Your Proposal consisting of your Proposal Submission Letter, your Technical Proposal (including CV(s)), your Financial Proposal (excluding taxes), and a duly signed Integrity Declaration must be sent to the following addresses: <u>charlotte.pendry@electriciens-sans-frontieres.org</u> and <u>manon.goudeau@electriciens-sans-frontieres.org</u> must be sent to the following addresses no later than June 27th, 2025 at 12:00 p.m. (Paris time, GMT+01). Should you require any clarification, please submit your questions in writing to the same addresses by June 23th, 2025 at the latest.

Yours sincerely,

Charlotte Pendry, Project Manager (charlotte.pendry@electriciens-sans-frontieres.org)



Proposal Submission Letter (Template to be completed)

[Place, Date]

To: [Name and address of the Client]

Dear Sir/Madam,

I, the undersigned, have the honour to submit my proposal to carry out the Services titled [insert title of Services], as a Consultant, in accordance with your Request for Proposals dated [insert date] and my attached Technical Proposal.

The amount of my Financial Proposal is [insert amount in words and figures]. This amount is net of all duties, taxes, and levies in the Client's country, and inclusive of any applicable duties, taxes, or levies in any other country.

I acknowledge that you are under no obligation to accept any of the proposals received.

Yours sincerely,

Consultant's Name:

Consultant's Signature:

Address: _____



Technical Proposition (Template to be completed)

Proposed Methodology and Work Plan for Performing the Services

It is recommended that the Technical Proposal (maximum 3 pages, including tables and graphics) be presented as follows:

a) Methodology.

Describe your understanding of the objectives of the Services, the methodology you intend to apply to carry out the activities and achieve the expected results and provide details thereof. You should highlight any anticipated challenges and explain the methods you propose to overcome them.

b) Work Plan.

Describe the nature and duration of the activities covered by the Services, their sequencing and interlinkages, the milestones (including interim approvals by the Client), and the deadlines for submitting the various reports. The proposed work plan should demonstrate a clear understanding of the Terms of Reference and translate them into a realistic and actionable timeline. A list of final deliverables, including the reports that constitute the final output, should be included.

Expert(s) resume

An updated and detailed CV (or CVs) must be included with your proposal.



Financial proposition (template to be completed)

	Unit price :	Quantity	Total amount (exc. Tax)
Remuneration	(daily fee, exc. Tax)	(to be defined by the client)	
Other expenses : Per diem Hôtel (list to be specified)	(Please specify whether flat-rate or reimbursable for each item)	(to be defined by the client)	

Payment modalities will be as followed :

- 40% advance upon contract signing
- 30% upon submission of the first draft of the report
- 30% upon submission of the final report

[Please specify, for each expense, the eligibility conditions and the cost details: the maximum reimbursable amount per hotel night, whether local transportation and communication costs are included in the per diem, etc...]

Consultant's signature :

Adress : _____



Ukraine Hybrid Solutions 2023 Finale Evaluation

Terms of references

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I. General background of consultation

Since February 2022, the conflict in Ukraine has seen a continuous escalation, marked by relentless airstrikes and ground battles, resulting in the devastation of lives, leading to an increasing demand for humanitarian assistance. Due to targeted attacks causing extensive damage to energy infrastructures across the country, addressing the energy needs of critical infrastructures remain crucial.

Electriciens sans frontières is taking action, by deploying hybrid solutions. These solutions — pragmatic and rapidly deployable — help secure the energy supply and foster the energy autonomy of strategic sites such as hospitals, health centers, pumping stations, or reception centers. This is done in the context of a humanitarian emergency, while also contributing to strengthening the energy resilience of the affected areas. Alongside the deployment of hybrid solutions, the project aims to strengthen Ukrainian technical and operational capacities to ensure proper ownership of the equipment and enable effective maintenance of the hybrid systems. Online webinars on basic energy security and technical maintenance have been developed for beneficiaries, and a short, replicable training cycle is currently being rolled out, targeting technical students and future professionals.

As part of its "Hybrid Solutions 2023" project, Electriciens sans frontières is launching a consultation to select consultants to carry out the final evaluation of the Ukraine Hybrid Solutions 2023 project (hereinafter referred to as the 'Project').

The final evaluation aims to assess the impact of the project, draw lessons learned, and provide recommendations for future similar interventions.

II. Activities and results to be evaluated

2.1. Short presentation of Electriciens sans frontières

Since 1986, Electriciens sans frontières has been implementing projects to provide access to electricity and water, aiming to ensure that the most vulnerable populations have sustainable access to reliable, affordable, and as clean as possible energy. Thanks to the skills of its 1,200 volunteers, communities— often rural and isolated—see their conditions in education, health, care, and economic development improve through access to modern energy services and quality water.

Electriciens sans frontières carries out nearly 130 projects in over 40 countries, working with a wide range of partners (NGOs and local authorities, French and international institutions, private sector stakeholders) to deploy replicable solutions using the latest technologies and quality equipment tailored to local needs, in both emergency contexts and long-term development projects. Electriciens sans frontières contributes to improving the living conditions of disadvantaged populations and to the sustainable development of the poorest countries through access to water and electricity.

Electriciens sans frontières's teams aim to:

- Study, promote, and implement development aid projects, solidarity, and cooperation in favor of disadvantaged populations in the energy sector, integrating associated services, and contributing to the fulfillment of needs such as health, education, access to water, and economic development;
- Organize post-emergency and rehabilitation actions for the benefit of populations and existing organizations in regions experiencing humanitarian crises.

2.2. Short project presentation

The detailed content of the project is presented in Annex 1.



Overall objective: To ensure a low-emission, renewable, reliable, and sustainable energy supply for basic service structures in Ukraine—particularly health facilities, reception centers, schools, and pumping stations—in order to improve their operation and their capacity to deliver essential services.

- S.O. 1: Assess the energy needs of health facilities, reception centers, and pumping stations in Ukraine in 2023 in order to identify gaps and opportunities for the installation of sustainable energy solutions.
- S.O. 2: Address the energy needs of Ukrainian reception centers, health facilities, schools, and pumping stations in a sustainable and partially decarbonized manner to make them more resilient to the ongoing energy crisis in the country.
- S.O. 3: Reduce energy-related greenhouse gas emissions from public service infrastructures in Ukraine.

The project is based on two different bricks...

- (i) An assessment conducted in collaboration between Electriciens sans frontières and the URD Group in Ukraine, focusing on the successes and challenges encountered in addressing energy needs for the winter of 2023/24.
- (ii) Coordination of Hybrid solutions purchase and installation

... And encompasses four results:

- (a) R1. Successful experiences and challenges encountered in the response to the winter crisis of 2022-2023 are analyzed, learned, and shared.
- (b) R2. The energy needs of the Ukrainian population for the winter of 2023/24 are assessed.
- (c) R3. The energy infrastructure of Ukrainian facilities (e.g., health centers, reception centers, schools, pumping stations, etc.) is improved through a reliable, sustainable, and lower-carbon energy supply.
- (d) R4. The technical and operational capacities of staff in the use of sustainable energy are strengthened.

<u>Areas of intervention (detailed areas will be shared after DNA signature)</u>: Zakarpattia, Ivano-Frankivsk, Lviv, Rivne, Mykolaiv, Zaporijia, Kyiv (Bucha), Kharkiv, Chernihiv and Sumy.

Project dates: from 15/08/2023 to 15/07/2025

<u>Donor and supports:</u> This project is funded by the Center of Crisis and Support of French ministry of Europe and Foreign Affairs and supported by both Ukrainian authorities and Electriciens sans frontières' partners among the French sector of energy stakeholders.

<u>Project achievements:</u> Since September 2023, Electriciens sans frontières' response has been to implement the Hybrid Solutions project, which aims to secure the energy supply of nearly 95 critical infrastructures (including health facilities, water systems, emergency services, and reception centers) located across 10 different oblasts. Also, 150 units heaters and 5,000 solar lamps have been distributed by Electriciens sans frontieres' partners in different oblasts in order to face winter challenges during the winter of 2023/24 and beyond, of community centers.

2.3. Operational Partners

The project feasibility relies on Electriciens sans frontières' operational partners, composed of three Ukrainian associations and foundations who are responsible for identifying needs, collecting technical data and act as surveyor all along the work provided by professional companies.

 Charity Organization Medical Aid Committee in Zakarpattya (CAMZ). The organization began its activities in 1996, in partnership with the French Medical Aid Committee until 2005. It then expanded its work into other areas such as public institution reform, child and adult protection for those with disabilities, and the promotion of civil society development in Ukraine.



- **The Charitable Foundation (CF) Fortechnyi.** The foundation launched the initiative "Heat is Where You Are" to support the Ukrainian population affected by the conflict. With long-standing relationships with businesses and public institutions in the regions of Chernihiv, Sumy, and Kharkiv, the foundation is directly involved in the implementation of hybrid solutions.
- Energy Act for Ukraine Foundation. The Energy Act for Ukraine Foundation is a Ukrainian charitable organization created in 2022 in response to the looming energy poverty crisis in Ukraine due to the Russian invasion. The organization focuses primarily on providing solar solutions to schools and hospitals. The foundation launched two campaigns in 2022 100SolarSchools and 50SolarHospitals aiming to install 150 hybrid solar systems in schools and hospitals across Ukraine.

Also, Electriciens sans frontières relies on a strong network of professional local companies in the energy sector - deployed across Ukraine, including in frontline regions— thanks to whom Electriciens sans frontières can ensure a high level of responsiveness and operational efficiency in the deployment of hybrid solutions.

III. Project Evaluation

3.1. Evaluation Objective

The overall objective of this indicative evaluation is to assess the quality of the various activities carried out by Electriciens sans frontières as part of the project, with a view to evaluating their relevance, effectiveness, efficiency, and sustainability. It will serve to ensure accountability to both donors and beneficiaries, to capitalize on good practices, and to formulate recommendations for possible adjustments aimed at consolidating and sustaining the project's achievements. The evaluation will apply the OECD DAC criteria. A tentative list of questions is outlined below that will be refined and finalized at the inception phase by the evaluator.

Specific objectives:

- RELEVANCE: is the intervention doing the right things? The extent to which the intervention objectives and design respond to beneficiaries' global, country, and partner/institution needs, policies, and priorities, and continue to do so if circumstances change.
- COHERENCE: How well does the intervention fit? The compatibility of the intervention with other interventions in a country, sector or institution.
- EFFECTIVENESS: Is the intervention achieving its objectives? The extent to which the intervention achieved, or is expected to achieve, its objectives, and its results, including any differential results across groups.
- EFFICIENCY: How well are resources being used? The extent to which the intervention delivers, or is likely to deliver, results in an economic and timely way.
- IMPACT: What difference does the intervention make? The extent to which the intervention has generated or is expected to generate significant positive or negative, intended or unintended, higher-level effects.
- SUSTAINABILITY: The extent to which the net benefits of the intervention continue or are likely to continue.

3.2. Expected scope and methodology

The present consultation is expected to evaluate programmatic aspects covered by the second brick of the project - Coordination of Hybrid solutions purchase and installation. The evaluation will focus, among other issues, on the following specific objectives and results:



- S.O. 2: Address the energy needs of Ukrainian reception centers, health facilities, schools, and pumping stations in a sustainable and partially decarbonized manner to make them more resilient to the ongoing energy crisis in the country.
- S.O. 3: Reduce energy-related greenhouse gas emissions from public service infrastructures in Ukraine.

(c) R3. The energy infrastructure of Ukrainian facilities (e.g., health centers, reception centers, schools, pumping stations, etc.) is improved through a reliable, sustainable, and lower-carbon energy supply.

(d) R4. The technical and operational capacities of staff in the use of sustainable energy are strengthened.

Technical aspects of hybrid solutions equipment are already being assessed and monitored by Electriciens sans frontières technical working group and will not be part of the expected scope for the finale evaluation.

The evaluator will apply qualitative methods, including:

- Key informant interviews (in-person and online) with operational partners, companies, local authorities and finale beneficiaries.
- Focus group discussions with beneficiaries.
- Other relevant sources of information, as deemed necessary by the evaluator.

Electriciens sans frontières volunteer and head of project will be appointed to travel from France to Ukraine as part of a dual goal field visit: (i) Facilitate the consultant's understanding and ownership of the project's issues and challenges during the initial interviews with key informants, (ii) prospective activities. This last activity will use the data collected during key informant interviews to identify new needs, partners and opportunities to develop hybrid solutions in Ukraine. The consultants is expected to support the identification of these new opportunities.

3.3. Timeframe of the evaluation

The consultants will consider, in their analysis, all activities and deliverables over the entire duration of the project (15/08/2023 to 15/07/2025).

3.4. Expected activities from the consultant

- Refined tentative list of questions,
- In-person key informant interview (data collection and analysis) where travel is made possible,
- Online key informant interview (data collection and analysis) where travel is limited by security concerns.

As part of the Coherence criteria, the consultant is expected to provide:

- Mapping of international actors and funds dedicated clean energy access in Ukraine as part of institutional support to Ukraine government, and as humanitarian and development response to identified needs since February 2022,
- Ukrainian press review and analysis regarding energy access efforts being made and expected in the country,
- First version of final report before Electriciens sans frontières' review,
- Final report of evaluation after Electriciens sans frontières' review.



3.5. Consultants profiles

- Experience in project evaluation, preferably humanitarian and development project) for INGOs, OI, associations, institutional donors etc.
- Experience in qualitative data collection and analysis, (key-informant interview, focus group discussion, etc.);
- Experience in moderation and facilitation of focus group discussions,
- <u>Mandatory:</u> fluency in spoken, written, and read English and Ukrainian;
- Knowledge of the energy sector in crisis and post-disaster recovery contexts is an asset;
- Proficiency in French is an asset;
- Strong interpersonal skills, reliability, and attention to detail;
- Must be authorized to work in Ukraine.

3.6. Planning

Phase	Expected Dates
Preparatory meeting	Between June 30^{th} and July 4^{th}
Data collection	Between July 4^{th} and July 11^{th}
Data Analysis and Redaction	Between July 11 th and 15 th
Finale report version	July 15 th

3.7. Deliverables

Expected deliverables are :

•

- First version of final report before Electriciens sans frontières' review
- Final report of evaluation after Electriciens sans frontières' review, including:
 - Evaluation matrix
 - Qualitative analysis
 - Mapping of international actors and funds dedicated clean energy access in Ukraine
 - Ukrainian press review and analysis

All versions of the report must address the elements outlined in Sections 3.1 and 3.2 as thoroughly as possible, based on the information available and the progress of the project.

Deliverables will be shared under electronic version in English.

3.8. Budget and application terms

Payment terms

Payment will be made according to following plan :

- 40% advance upon contract signing
- 30% upon submission of the first draft of the report



• 30% upon submission of the final report

Budget

Electriciens sans frontières reserves the right to renegotiate the amount quoted by the company awarded the contract, depending on changes in the scope of the services, particularly in the event of the addition, modification, or removal of optional items or complementary services.

IV. Consultation calendar

Phase	Dates
Terms of reference publication	11.06.2025
Beginning of questions-allowed phase	13.06.2025
Closing of questions -allowed phase	23.06.2025
Deadline of offer submission	27.06.2025
Selection and communication	30.06.2025
Expected date of consultancy	Between June 30th and July 18th

V. Submission proposal process

5.1. Submission proposal documentation

Interested consultants are invited to submit:

- A resume detailing experience in similar project evaluation
- Financial offer
- Detailed calendar.

Electriciens sans frontières encourages women's application.

5.2. Communication modalities

Questions and applications must be submitted by June 23th, 2025, at 12:00 PM (Paris time, GMT +01), to Charlotte Pendry, Project Officer: charlotte.pendry@electriciens-sans-frontieres.org, and Manon Goudeau, Emergency Coordinator: manon.goudeau@electriciens-sans-frontieres.org.



ANNEX 1 – Project's Logical framework

	Logic of intervention	Objectively verifiable indicators, quantified where possible	Sources and means of verification
Global objective	Ensuring a sustainable and reliable supply of low- emission renewable energy for basic service structures, particularly health and care facilities and pumping stations in Ukraine, in order to improve their operation and their ability to provide essential services.	N/A	N/A
		Number of partner organisations with equipment: 100	Activity report tables for health facilities and reception centres.
	OS2: To meet the energy needs of Ukraine's care and healthcare facilities and pumping stations in a sustainable and partly carbon-free way, to make them more independent from the energy crisis affecting the country.	Number of people benefiting from heating and lighting: More than 10 000	
	OS3: To reduce energy-related greenhouse gas emissions in basic service and reception facilities in Ukraine.	Number of health and care facilities equipped with sustainable energy solutions: 86 Number of technicians from partner organizations trained in the installation and correct use of the equipment: 86	



Expected results	R1: Successful experiences and difficulties encountered in responding to the winter 2022-2023 crisis are analysed and lessons learned and shared.	Number of mobile radiators distributed: 150	Activity tables managed by the beneficiary organisations in collaboration with the project
	R2: The energy needs of the Ukrainian population during the winter of 2023/2024 are estimated.	Number of solar lamps distributed: 5 000	partners
	R3: The energy infrastructure of Ukrainian structures (e.g. health, reception, pumping stations etc.) is improved thanks to a reliable, sustainable and less carbon-intensive energy supply.	Number of situations analysed during the assessment	Equipment commissioning certificate
	R4: The technical and operational capabilities of staff in the use of sustainable energy are being strengthened.	Number of organisations affected by the dissemination of the report : 200	Certificate of donation
		Rate of reduction in dependence on non-renewable energy sources.	
		Number of reception, health centre and pumping stations staff trained in the use of sustainable energy in beneficiary facilities : 86	
		Improvement of the uptime of health and reception services	
		Beneficiary satisfaction rate with the quality of services provided	
Activities to be developed	Cross-functional activities upstream of the project:	Means	Sources of information on the progress of the action:



es .			
	 Analysis of priority needs - Provisional sizing of technical solutions and suitable equipment A1.1: Evaluation of health and reception facilities benefiting from the humanitarian response in 2022/2023 A1.2: Identifying gaps and problems A2.1: Analysis of energy needs and sustainable energy 	Staff: project teams + Electriciens sans frontières employees (details in the action budget). Staff of partner companies/ associations. Equipment: solar panels, connection boxes, wall-mounted and mobile radiators (unit heaters), generators and additional equipment: solar lamps, etc.	Activity reports and communication networks for partner organisations; activity reports for beneficiary centres (reception, health, schools, administrative buildings, etc.);
	opportunities within Ukrainian structuresA2.2: Drawing up recommendations for sustainable energy solutionsA2.3: Drafting the report and communicating the data collected		Costs: Details in the action budget.
	 A3.1: Purchase of equipment adapted to requirements via calls for tender. A3.2: Transporting equipment to areas of operation in Ukraine. A3.3: Distribution and installation of equipment in identified areas. 		



A4. 1: Transfer of equipment and training of technical teams from beneficiary organisations.	
A4.2: Strengthening the energy capacity of beneficiary structures by installing hybrid solutions and radiators for winter use	
A.5: Final evaluation of activities and feedback	
Cross-cutting activities during and after the project:	
Acceptance of installations	
Monitoring and assessment missions	



ANNEX 2: Tentative list of questions

The questions proposed below are provided for indicative purposes. They may be adapted as needed, in consultation with Electriciens sans frontières.

A) Questions for final beneficiaries

- What were your expectations of the installation? Have they been met?
- How has the project impacted your daily life (e.g. energy access, health, education, safety, income)?
- Did you feel informed and involved in the project from the beginning?
- Are you satisfied with the quality, reliability, and usability of the equipment installed?
- Have you received training or support to operate or maintain the equipment?
- Do you think the benefits of the project will last in the long term?
- If problems arise, do you know who to contact or how to address them?

B) Questions for operational partners

- How was the collaboration with Electriciens sans frontières organized and managed?
- Was the division of roles and responsibilities clear and appropriate?
- Did the project complement or duplicate other initiatives in the area?
- Have your capacities or skills been strengthened through this partnership?
- What were the main challenges or lessons learned during implementation?
- Do you foresee continuing similar actions or partnerships in the future?

C) Questions for companies

- Was the project's procurement and contracting process fair and transparent?
- Were the technical specifications and expectations clear?
- Did you face any logistical, technical or administrative challenges during implementation?
- Were timelines and payment schedules respected?
- Have you been involved in follow-up or maintenance activities?
- Would you be willing to collaborate again with Electriciens sans frontières or similar projects?

D) Questions for authorities

- Were you consulted or informed at the different stages of the project?
- Does the project align with your local/regional development or energy plans?
- How do you assess the relevance and usefulness of the project for your community?
- Do you see any risk of overlap or contradiction with existing public services?
- Are you involved in the maintenance or oversight of the infrastructure?
- What conditions would help ensure sustainability or replication of the intervention?



Contrat-type

THIS CONTRACT ("the Contract") is made on [insert the start date of Services], by and between **Electriciens sans frontières** ("the Client"), whose principal place of business is located at [insert Client's address], and **[insert Consultant's name]** ("the Consultant"), residing at [insert Consultant's address]; Telephone: ______, Email: ______

BACKGROUND

The Crisis and Support Centre of the Ministry for Europe and Foreign Affairs, hereinafter referred to as "CDCS", and Electriciens sans frontières have signed a Financing Agreement for the *Solutions Hybrid – Ukraine 2023* project, hereinafter referred to as "the Project."

As part of the implementation of the Project, the Client requires a Consultant to carry out the Services described in the "Terms of Reference and Scope of Services."

WHEREAS the Client wishes the Consultant to provide the Services outlined below, and

WHEREAS the Consultant agrees to provide said Services,

NOW, THEREFORE, THE PARTIES TO THIS CONTRACT HEREBY AGREE AS FOLLOWS:

1.	Services	(i)	The Consultant shall provide the Services and submit the reports specified in the "Terms of Reference and Scope of Services," which forms an integral part of this Contract ("the Services");
		(ii)	The Consultant shall mobilize the expertise and use the methodology specified in the "Consultant's Technical Proposal."
2.	Timeline	[inse	Consultant shall provide the Services during the period starting from ert start date] and ending on [insert end date], or during any other period equently agreed upon in writing by the parties.
3.	Payment	A.	Ceiling amount
			For the Services provided in accordance with the "Terms of Reference and Scope of Services," the Client shall pay the Consultant the agreed amount, it being understood that this amount includes all of the Consultant's costs, fees, and any taxes for which the Consultant may be liable.



B. <u>Payment terms</u>

The schedule and terms of payment are set forth in the "Payment Terms" section of the "Terms of Reference and Scope of Services."

Payments shall be made within 30 days following the date on which the Consultant has submitted original invoices in duplicate to the Coordinator designated in Section 4, to the following bank account:

Bank account number : [....]

Account holder : [....]

4. Contract A. <u>Coordinator</u> Administration

> The Client appoints Ms. Manon Goudeau and Ms. Charlotte Pendry as Coordinators. The Coordinator shall be responsible for coordinating the Services under the Contract, receiving and approving invoices for payment, and accepting deliverables on behalf of the Client.

B. <u>Reports</u>

The reports listed in the "Terms of Reference and Scope of Services" shall be submitted as part of the Services and shall serve as the basis for payment in accordance with Section 3.

- 5. PerformanceThe Consultant undertakes to provide the Services in accordance with the
highest standards of professional and ethical conduct.
- 6. Confidentiality The Consultant shall not disclose any proprietary or confidential information concerning the Services, this Contract, or the Client's business or activities without the prior written consent of the Client.
- 7. Ownership of Documents and Deliverables
 Deliverables
 All reports, studies, or other deliverables—whether in graphic, software, or other form—prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client. The Consultant may retain one copy of such documents and software.
- 8. Prohibited activities
 The Consultant agrees that, during the term of this Contract and thereafter, neither the Consultant nor any affiliated entity shall be permitted to supply goods, works, equipment, or services (other than consultancy services) for any project resulting from or related to the Services.
- 9. Insurance The Consultant shall subscribe to an appropriate insurance policy.

10. Assignment The Consultant shall not assign or subcontract this Contract or any part thereof without the prior written consent of the Client.



11. Governing Law and Language	This Contract shall be governed by French law, and the language of the Contract is English.
12. Termination	The Client may terminate the Contract if the Consultant fails to provide the Services or to submit the required reports. Termination shall be notified in writing and shall take effect after a period of 30 days.
13. Dispute resolution	Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time.
14 Declaration of Integrity	The Consultant shall comply with the commitments set out in the Declaration of Integrity, Eligibility, and Environmental and Social Commitment. A signed copy of this document is attached as Annex A.
15 Consultant status	If the Consultant has the legal status of an independent consultant, they shall in no way be considered an official of the Client's country or an employee of the Client. The Consultant shall not be entitled to any payment, reimbursement, allowance, compensation, or pension other than those expressly stipulated in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signé par _____

Signé par _____

Titre _____

Titre _____



ANNEX A – Declaration of Integrity, Eligibility, and Environmental and Social Responsibility

Title of the Offer or Proposal :	(the "Contract" ¹)
To :	(the "Contracting Authority")

- 1. We acknowledge and agree that the Crisis and Support Centre of the Ministry for Europe and Foreign Affairs ("CDCS") only finances the Contracting Authority's projects under its own conditions, as determined by the Funding Agreement that binds it directly or indirectly to the Contracting Authority. Consequently, no legal relationship can exist between CDCS and our company, our consortium, our suppliers, contractors, consultants, and subcontractors. The Contracting Authority retains exclusive responsibility for preparing and implementing the procurement process and its execution. Depending on the nature of the services (works, supplies, equipment, consulting services, or other services), the Contracting Authority may also be referred to as the Client or Buyer.
 - 2. We certify that neither we, nor any member of our consortium, nor any of our suppliers, contractors, consultants, or subcontractors are in any of the following situations:
 - 2.1 Being bankrupt, under liquidation, judicial reorganization, safeguard proceedings, cessation of activity, or any similar situation resulting from a procedure of the same nature;
 - 2.2 Having been subject to:
 - a. A conviction, less than five years old, by a final judgment in the country of execution of the Contract, for fraud, corruption, or any offense related to the procurement or execution of a contract (if such a conviction exists, we may attach additional information showing why it is not relevant to this Contract);
 - b. An administrative sanction, less than five years old, issued by the European Union or relevant authorities in our country of establishment, for fraud, corruption, or an offense related to the procurement or execution of a contract (if such a sanction exists, we may also provide additional information to show it is not relevant);
 - c. A conviction less than five years old by a final judgment for fraud, corruption, or any offense in relation to a contract financed by CDCS;
 - 2.3 Being listed on financial sanctions lists adopted by the United Nations, the European Union, and/or France, notably under measures against terrorist financing and threats to international peace and security;
 - 2.4 Having had a contract terminated due to our exclusive fault in the last five years for

¹ Lorsque la présente Déclaration d'Intégrité est requise dans le cadre d'un contrat qui n'est pas qualifiable de « marché » au sens du droit local, le terme « marché(s) » y est dès lors remplacé par le terme « contrat(s) » et les termes « soumissionnaire ou consultant » y sont dès lors remplacés par le terme « candidat ».



serious or persistent breach of contract, unless contested or overturned by court decision;

- 2.5 Failing to meet tax obligations as required by the laws of our country of establishment or of the Contracting Authority's country;
- 2.6 Being subject to exclusion by the World Bank and listed at <u>http://www.worldbank.org/debarr</u> (in such a case, we may provide supporting documentation explaining why the exclusion is not relevant);
- 2.7 Having submitted false documents or made misrepresentations in providing information required by the Contracting Authority during this procurement process.
- 3. We confirm that neither we, nor any member of our consortium, nor our suppliers, contractors, consultants, or subcontractors are in any conflict of interest, including:

3.1) Being a controlling shareholder of the Contracting Authority or a subsidiary it controls, unless disclosed to and resolved to CDCS's satisfaction;

3.2) Having business or family ties with anyone in the Contracting Authority involved in this procurement or supervision of the resulting Contract, unless disclosed and resolved with CDCS;

3.3) Controlling or being controlled by another bidder or consultant; receiving or granting indirect subsidies; having the same legal representative; communicating with another bidder or consultant in ways that could influence decisions or grant access to information;

3.4) Being hired for services that could conflict with our other duties for the Contracting Authority;

3.5) In case of contracts for works, supplies, or equipment:

- i. Having prepared specifications, designs, or calculations used in this procurement;
- ii. Being recruited to supervise or control the work under the Contract.
- 4. If we are a public entity or enterprise, we certify that we have legal and financial autonomy and operate under commercial law.
- 5. We agree to inform the Contracting Authority, who will notify CDCS, without delay of any change in status with regard to points 2 to 4 above.
- 6. During the procurement and execution of the Contract:

6.1) We have not engaged and will not engage in deceptive practices to mislead others, conceal information, manipulate consent, or bypass regulations;

6.2) We have not and will not act unlawfully to obtain illegitimate benefits;

6.3) We have not and will not promise, offer, or give any undue advantage, directly or indirectly, to: (i) any public official, elected or appointed, in the Contracting Authority's state;
(ii) any other person performing a public function;
(iii) any person defined as a public agent under the laws of the Contracting Authority's state; to influence their official duties.

6.4) We have not and will not promise, offer, or give any undue advantage to any private sector person to induce a breach of duty;



6.5) We have not and will not take any actions that could improperly influence the procurement process or distort competition;

6.6) Neither we, nor any member of our consortium or subcontractors, will procure or supply materials or operate in sectors under embargo by the UN, EU, or France;

6.7) We commit to respecting and ensuring that all our subcontractors respect internationally recognized environmental and social standards, including ILO core conventions and environmental protection treaties, consistent with local laws and regulations. We will implement any risk mitigation measures outlined in the Environmental and Social Management Plan provided by the Contracting Authority.

7. We, and all members of our consortium, suppliers, contractors, consultants, and subcontractors, authorize CDCS to review our documents and accounting records related to the procurement and execution of the Contract and to make them available for audit by CDCS-designated auditors.

Name :	In the capacity of :
Duly authorized to sign on behalf of ²	
Signature :	

Date : _____

²In the case of a consortium, indicate the name of the consortium. The person signing the offer, proposal, or application on behalf of the bidder or consultant shall attach the power of attorney granted by the bidder or consultant.