Terms of Reference and Guidelines for application

Logo design, development of a Promotion Strategy and Action Plan, and advisory for communication and promotion of Khao Kai Noi and Komaen tea

Final version – 27 July 2022

1. Background

1.1. Overall background of GI Regional project

The French Development Agency has been supporting the development of the protection of Geographical Indications in South-East Asia since nearly 15 years, through support project at national level (Cambodia, Laos) and regional level. The project entitled “Promotion and recognition of Geographical Indications (GI) in Cambodia, Lao PDR and Myanmar has been prepared by AFD since 2018, and has started its implementation phase on the 6th of January 2020, for the duration of three years. A consortium gathering GRET, ARTE-FACT, CIRAD, Iram, Certipaq and REDD has been entrusted by AFD to act as the project implementing agency. In each country, the consortium is working in coordination with the Departments of Intellectual Property, in charge of GI registration and supervision. GI management associations (existing or to be established) are the other key stakeholder that the project is supporting in order to build the capacities for an effective management of selected Geographical Indications. The project is targeting in priority the following value-chains:

- Lao PDR: Khao Kai Noi rice, Komaen tea.
- Myanmar: Shwe Bo Paw San rice.
- Cambodia: Kampot sea salt, Kampong Speu palm sugar, Kampot pepper, Mondulkiri wild honey.

What are Geographical Indications (GI)?

Geographical Indications (GIs) are “indications which identify a good as originating from a particular region or locality, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.”. Geographical Indications are an Intellectual Property right, that reserves the use of a name (associated to a reputation and quality linked to origin) to producers and economic stakeholders who are producing / processing the product in the delimited
area of origin, in compliance with a Book of Specification (BoS) which defines the quality specification and methods to obtain the products. Producers and stakeholders in the value chain are expected to comply with these requirements, to allow inspections and ensure full traceability of the product. In return they gain the right to commercially use the GI name.

1.2. Khao Kai Noi and Komaen tea

Khao Kai Noi and Komaen tea are among the Geographical Indication names already registered and protected in Lao PDR. Yet they are still in the process to fully implement the certification of the compliance with the quality and production method requirements as well as the verification of origin (traceability).

---

**Some Key features of Khao Kai Noi**

Some Khao Kai Noi specific qualities or characteristics are presented below. Yet the “Book of Specifications” is currently being revised. Hence there could be some changes in the main features to be enhanced in promotion messages.

- Khao Kai Noi is a quality sticky rice traditionally grown in Huaphan and Xiengkhouang provinces.
- It is a mountain or plateau rice, grown at an altitude of minimum 700 m (or 600 m – the limit being discussed) above sea level.
- It is grown in a traditional way, without use of chemicals fertilizers or pesticide after transplantation in the rice fields.
- Khao Kai Noi is soft and aromatic.

---

**Some Key features of Komaen tea**

Some specific qualities or characteristics of Komaen tea are presented below. Yet the “Book of Specifications” is currently being revised. Hence there could be some changes in the main features to be enhanced in promotion messages.

- Komaen tea is a tea produced in part of Phongsaly district, Phongsaly province.
- It is named after Komaen village (Ban Komaen), but the area accepted for the production of the GI name can cover a number of villages (currently 33 villages listed, but the delimited area might be narrowed down).
- Komaen tea is known for its very old tea trees (known as “400 years tea trees”.
- Ancient or more recent plantations are foreseen to be eligible, provided new plantations are planted with the same ancient Komaen tea varieties (imported tea varieties, brought mainly from China, cannot be named “Komaen tea).
- Different tea processing are authorized, and Komaen tea can encompass green tea, red tea, white tea, Maocha (subject to final confirmation by stakeholders).
- “Komaen” name is not yet widely used on packaging: the tea is most of the time labelled as Phongsaly tea. Komaen tea is to be seen as a more exclusive,
rare and precious portion of Phongsaly tea, but communication efforts will have to be made to get the “brand” Komaen tea better known and recognized by buyers/consumers.

Associations, gathering producers and processors/packagers have been set to manage each of these two GIs:

- Two associations for Khao Kai Noi (one in Xiengkhouang province, the other one in Huaphan province)
- One association for Komaen tea, in Phongsaly province.

Whereas the tools and procedures for inspections and certification are being developed, it is important in parallel, to initiate market promotion measures to encourage packagers to use the GI name and GI logo and generate additional value for the certified products.

The associations can have a role to play in the promotion of the GI products and name (for instance by being present in exhibitions or fair, communicate in social media, advertise, etc.). But the associations are not marketing the product by themselves, which is done by their members (packagers/traders). Hence it is important to take into account the markets and distribution channels of member companies of the association to adapt the promotion strategy to actual markets and selling points, for the promotion to have an impact on sales.

1.3. GI Regional project support to Khao Kai Noi and Komaen tea associations

For Khao Kai Noi and Komaen tea, the GI Regional Project supports the GI associations through technical support and capacity building and transitional budget subsidy in order to provide initial resources for the two associations to start to implement their key functions:

- information and registration of members (producers, processors, packagers),
- implementation of internal control inspections,
- hiring of a third-party certification body,
- and for promotion activities.

More specifically regarding promotion, it is foreseen to support:

- Identification, in consultation with stakeholders (notably processing, packaging and trading actors) of the key elements of Khao Kai Noi and Komaen tea “brands” (key value and attributes of Khao Kai Noi and of Komaen tea, respectively).
- Graphic designs of meaningful logos for each of the two products, reflecting the products’ uniqueness.
- Reflection (in consultation with stakeholders notably processing, packaging and trading actors) and development of a promotion strategy and action plan
- Designing and printing promotion material (posters, leaflets, standing banners, banners…)

For this process, it is foreseen that two working groups will be set, gathering processing, packaging and trading actors of Khao Kai Noi and on Komaen tea.

It is anticipated that the promotion effort will target domestic market in priority, but perspectives for export markets can be considered in the promotion objectives and plan for a second step.
2. Objectives and scope of work of market promotion consultant

To assist the Khao Kai Noi and Komaen tea associations and working groups in the communication and promotion activities, the GI regional project would like to recruit a Laos-based market communication consultant / firm.

2.1. Objectives

The overall objective is to develop a clear commercial image of Khao Kai Noi and Komaen tea brand, and to help the association to develop and implement a relevant and efficient promotion strategy to build consumers awareness and trust in the two GIs.

2.2. Tasks and responsibilities of the consultant

The selected consultant team will have to provide inputs and help to facilitate meetings with Komaen tea association and Khao Kai Noi associations working groups on promotion, and to undertake the following tasks:

- Identification of key brand value, attributes / unique proposition to enhance;
- Graphic design of a logo for each of the two GI products (2 to 3 rounds of elaboration / validation with the association's working groups);
- Development, in consultation with stakeholders, of promotion strategy (based on prioritized objectives) for each of the two GIs;
- Development, in consultation with stakeholders, of a promotion action plan for each of the two GIs, taking into account existing distribution channels of the products packaged in Laos by stakeholders;
- Design promotion material (posters, leaflets, standing banners, banners... in Lao or English or bilingual) and supervise the work of a printing house to be selected by the project (quality pictures will be provided by the project, but the applicant can also propose the mobilisation of a professional photographer as an additional option);
- Provide advices, coaching / training to the association and key stakeholders in the implementation of the first promotion activities.

During the assignment implementation, the regional project team and task force members will provide general coordination and supervision for this assignment.

2.3. Localisation, Time input and Timeframe

2.3.1. Location

This assignment will be fully implemented in Lao PDR and mainly in Vientiane:

For Khao Kai Noi, a number of millers / packagers are based in Vientiane capital, and the working group meetings could take place in Vientiane, mainly, with some participants traveling from the provinces, or with the possibility to also have some on-line meetings or hybrid meetings. Yet, it would be desirable for the consultant to travel at least one time to Xiengkhouang or Huaphan.

For Komaen tea, key processors and packagers are based in Phongsaly district, Phongsaly province, and it would be necessary to plan at least two or three trips on side, and additional meetings at distance (on line). Some meetings can also be done in Vientiane, combined with the travel of Phongsaly stakeholders in Vientiane, for instance for promotion events.
2.3.2. Estimated time input and indicative timeframe

It is estimated that it will mobilise 43 working days, starting from August or September 2022, until April (or May) 2023. (This is an estimation, that can be revised and adjusted in applicants’ offers).

<table>
<thead>
<tr>
<th>Phase</th>
<th>Period of implementation</th>
<th>Estimated input of the consultant (working days, including travels)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Khao Kai Noi</td>
<td>Komaen tea</td>
</tr>
<tr>
<td>Task 1: Identification of key brand value, attributes / unique proposition to enhance</td>
<td>Sept.-Oct. 2022</td>
<td>2 wd</td>
</tr>
<tr>
<td>Task 2: Graphic design of a logo for each of the two GI products (2 to 3 rounds of elaboration / validation with the association’s working groups)</td>
<td>Oct. 2022</td>
<td>2 wd</td>
</tr>
<tr>
<td>Task 3: Development of promotion strategy and objectives</td>
<td>Oct.-Nov. 2022</td>
<td>4 wd</td>
</tr>
<tr>
<td>Task 4: Prepare detailed promotion action plan (for 6 to 10 months)</td>
<td>Nov.-Dec. 2022</td>
<td>3 wd</td>
</tr>
<tr>
<td>Task 5: Design promotion material (posters, leaflets, standing banners, banners…) and supervise the work of a printing house to be selected by the project</td>
<td>Nov.-Dec. 2022</td>
<td>3 wd</td>
</tr>
<tr>
<td>Task 6: Provide advices, coaching / training to the association and key stakeholders in the implementation of the first promotion activities</td>
<td>Jan. 2022 - Apr. 2023</td>
<td>5 wd</td>
</tr>
</tbody>
</table>

**TOTAL** | 43 working days

2.4. Deliverables

Deliverables are as follows:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Khao Kai Noi</th>
<th>Komaen tea</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>1.A. Documents presenting key brand value, attributes / uniqueness of Khao Kai Noi rice</td>
<td>1.A. Documents presenting key brand value, attributes / uniqueness of Komaen tea</td>
</tr>
<tr>
<td>Task 2</td>
<td>2.A. Khao Kai Noi product logo</td>
<td>2.A. Komaen tea product logo</td>
</tr>
<tr>
<td>Task 3</td>
<td>3.A. Khao Kai Noi promotion strategy</td>
<td>3.A. Komaen tea promotion strategy</td>
</tr>
<tr>
<td>Task 4</td>
<td>4.A. Khao Kai Noi promotion action plan</td>
<td>4.A. Komaen tea promotion action plan</td>
</tr>
<tr>
<td>Task 5</td>
<td>5.A. Khao Kai Noi promotion material, including at least: 1 banner design (bilingual), 2 standing banners (x 2 languages), 1 leaflet English and 1 leaflet Lao, 1 poster English and 1 leaflet Lao.</td>
<td>5.A. Komaen tea promotion material, including at least: 1 banner design (bilingual), 2 standing banners (x 2 languages), 1 leaflet English and 1 leaflet Lao, 1 poster English and 1 leaflet Lao.</td>
</tr>
<tr>
<td>Task 6</td>
<td>6.A. Brief summary of key practical advices for Khao Kai Noi promotion</td>
<td>6.A. Brief summary of key practical advices for Komaen tea promotion</td>
</tr>
</tbody>
</table>
3. Service provider / consultant profile

3.1. Eligibility

Both individual consultant or companies registered in Lao PDR are eligible to apply for the provision of this service.

3.2. Key Qualifications of the Consultant

Key qualifications of the consultant / consultants team shall cover the following items:

- Background in marketing and communication;
- At least 7 years of professional experience in promotion / marketing / advertising;
- Strategic thinking in marketing and communication;
- Experience of promotion event management and marketing/promotion through social media;
- Graphic design capacities (provision of previous samples of work done for logo/brand development and for communication material development to be presented as part of the consultant selection process);
- Excellent communication skill;
- Excellent listening skills and adaptability;
- Language: both Lao and English are mandatory;
- Passionate and engaged for the promotion of Lao quality products;
- Knowledge of Lao markets and Lao consumer profiles and behaviours is an asset;
- Experience of work in support to collective marketing / promotion campaigns (with business association, federations, inter-professional bodies…) is an advantage.

4. Procedure for application

- The announcement for the recruitment of service provider is published on: 29/07/2022.
- Interested service providers are entitled to ask questions of clarification on the terms of reference, no later than 12/08/2022. GRET Laos will reply to questions raised by applicant within 1 week after this deadline.
- Interested service providers are invited to notify GRET Laos of their interest and intention to submit an offer no later than 12/08/2022. [Note: it is not mandatory to send this expression of interest, but doing so will allow you to receive questions (raised by other applicants) and answers from GRET on the ToR, or possibly to be invited to join an information meeting for bidders if any].
- Interested service providers shall send their full technical offer and financial offer to GRET-Laos in soft copy (PDF) by e-mail (see addresses below), no later than 02/09/2022.
- Technical and financial offers shall consist in the following:
  - Application letter signed by authorized company representative.
  - Company profile (for Lao branch) and experience in similar service.
  - Reference of similar services provided (can include examples of logos and/or promotion material developed of market promotion campaigns managed).
  - Brief description of the proposed approach for implementation of the service including time line, and time input of the officers / experts involved.

! Continued next page…
o Brief presentation (+ CV in appendix) of the member of the team proposed.

o Financial proposal, dated and signed by the company authorised representative.
  
  - The financial proposal shall be valid for at least 60 days from the date of the deadline to send application (date of validity shall be written on the financial proposal and compliant with this requirement).
  
  - The contract is foreseen to be a lump-sum contract, with payments based on accepted deliverables, yet the offer shall present how the price is calculated (fees of officers / experts + other costs for travels, meetings, etc.), and a breakdown of the price by deliverable. (See Annex 1, Table 1)
  
  - The price shall be in US Dollars and be inclusive of all taxes and duties.
  
  - The financial offer shall indicate the price of the service for Khao Kai Noi and for Komaen tea separately, and the total (See Annex 1, Table 2).

o Completed “Statement of Integrity, Eligibility and Social and Environmental Responsibility” (See standard form in Annex 2 herewith).

Applications (and other communication with GRET) shall be sent to the following e-mail address:

  GRET-Laos:  laos@gret.org
  With copies to:  lamphong.laos@gret.org
                  phengkhamac.laos@gret.org
                  jm.brun@artefactdev.com

Please indicate in the subject of the e-mail: “Application - Support promotion of Khao Kai Noi and Komaen tea / GI-LA-22-02”.

Application file shall be sent electronically in PDF format only. The size of the file shall not be above 8 MB (Applicants may split the document and send it in up to 3 files maximum if needed).
Annex 1: Format for financial proposal

Financial proposal shall include two tables as follows (Table 1 below and Table 2 next page)

The Total of the two tables shall obviously be the same.

Table 1: Overall Financial proposal:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit price</th>
<th>Quantity</th>
<th>Amount (US Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant / Officer 1 (name + role)</td>
<td>Worked day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant / Officer 2 (name + role)</td>
<td>Worked day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel / accommodation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meetings costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs (add lines as required)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The price above is inclusive of VAT and of all due taxes.

Authorized signature and stamp of Consultant / Company representative
Table 2: Breakdown of price by deliverable

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Amount (US Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Khao Kai Noi</strong></td>
<td></td>
</tr>
<tr>
<td>1.A. Documents presenting key brand value, attributes / uniqueness of Khao</td>
<td></td>
</tr>
<tr>
<td>Kai Noi rice</td>
<td></td>
</tr>
<tr>
<td>2.A. Khao Kai Noi product logo</td>
<td></td>
</tr>
<tr>
<td>3.A. Khao Kai Noi promotion strategy</td>
<td></td>
</tr>
<tr>
<td>4.A. Khao Kai Noi promotion action plan</td>
<td></td>
</tr>
<tr>
<td>5.A. Khao Kai Noi promotion material, including at least: 1 banner design</td>
<td></td>
</tr>
<tr>
<td>(bilingual), 2 standing banners (x 2 languages), 1 leaflet English and 1</td>
<td></td>
</tr>
<tr>
<td>leaflet Lao, 1 poster English and 1 leaflet Lao.</td>
<td></td>
</tr>
<tr>
<td>6.A. Brief summary of key practical advices for Khao Kai Noi promotion</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL for Khao Kai Noi</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Komaen tea</strong></td>
<td></td>
</tr>
<tr>
<td>1.A. Documents presenting key brand value, attributes / uniqueness of Komaen</td>
<td></td>
</tr>
<tr>
<td>tea</td>
<td></td>
</tr>
<tr>
<td>2.A. Komaen tea product logo</td>
<td></td>
</tr>
<tr>
<td>3.A. Komaen tea promotion strategy</td>
<td></td>
</tr>
<tr>
<td>4.A. Komaen tea promotion action plan</td>
<td></td>
</tr>
<tr>
<td>5.A. Komaen tea promotion material, including at least: 1 banner design</td>
<td></td>
</tr>
<tr>
<td>(bilingual), 2 standing banners (x 2 languages), 1 leaflet English and 1</td>
<td></td>
</tr>
<tr>
<td>leaflet Lao, 1 poster English and 1 leaflet Lao.</td>
<td></td>
</tr>
<tr>
<td>6.A. Brief summary of key practical advices for Komaen tea promotion</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL for Komaen tea</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

The price above is inclusive of VAT and of all due taxes.

Authorized signature and stamp of Consultant / Company representative
Annex 2: Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference: Promotion and Recognition of Geographical Indications (GI) in Cambodia, Lao PDR and Myanmar(C2262) / Logo design, development of a Promotion Strategy and Action Plan, and advisory for communication and promotion of Khao Kai Noi and Komaen tea

To: GRET

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 organisation, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority means the entity that is on-granting the funds initially from AFD.

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.

---

1 We have noted that, for information purposes, the Contracting Authority is providing the following references: For the lists maintained by the United Nations, the following website may be consulted: https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list

For the lists maintained by the European Union, the following website may be consulted: https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

For the lists maintained by France, the following website may be consulted: http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste
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 on-granting process.

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) 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 and will take all necessary measures to remedy the situation in a manner satisfactory to the AFD, including stopping the use of the on-granting of the Contracting Authority to finance part or all of the project.

5) In the context of the establishment process and performance of the corresponding on-granting contract:

5.1) 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;

5.2) 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;
5.3) 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;

5.4) 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;

5.5) 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;

5.6) 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;

5.7) 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.

5 bis) We hereby certify that our equity or our funds invested in the project financed by the Contracting Authority do not come from an illicit origin, meaning funds obtained through: the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under “catégories désignées d’infractions” (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommandations_GAFI.pdf) or any act of corruption as described in 6.3 and 6.4 below, or, when funds from the European Union are involved, any Fraud against the Financial Interests of the European Union (defined as any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii) misappropriation of such funds for purposes other than those for which such funds were originally granted).

5 ter) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to point 6 to 6 bis here above and to take all necessary measures to remedy the situation in a manner satisfactory to the AFD, including stopping the use of the on-granting of the Contracting Authority to finance part or all of the project.

5 quater) in the context of the project financed through the Contracting Authority, we undertake to bring to the attention of the Contracting Authority, which will inform AFD, any acts as forbidden by sections 5.1, 5.2, 5.3, 5.4, 5.5, which we become aware or suspect that any third party has committed in relation to the project, and to take all necessary measures to remedy the situation in a manner satisfactory to the AFD, including stopping the use of the on-granting of the Contracting Authority to finance part or all of the project.
6) 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 of2: ____________________________________________

Signature: _________________________________ Dated: ____________________________

2 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.