



This project is being conducted with financial participation from the European Union

**NHB - AFD Funding Programme**  
**SUNREF HOUSING INDIA**  
**Request for Expressions of Interest (REOI)**  
**Appointment of an Auditor Firm for**

**The Sustainable Use of Natural Resources and Energy Finance (SUNREF) Housing India Programme**

Reference No.: NHB(ND)/AFD/SUNREF Audit/01 Dated: 29.12.2021

**1.1 Advertisement for Expression of Interest**

**1.2 Invitation for Expression of Interest (REOI)**

The National Housing Bank (NHB) invites REOIs from reputed **Auditor Firm** (hereafter referred as 'Agencies') to audit the Project viz., Sustainable Use of Natural Resources and Energy Finance (SUNREF) Housing India in collaboration with the French Development Agency (AFD), France, and the European Union (EU).

The project information and the broad scope of work are detailed below in Section 1.4 & 1.5. It may be noted that this information is indicative only. The actual Scope of work will be available in the Request for Proposal (RFP) document which will be issued to the short-listed bidders selected through this REOI.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members,
- or
- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted, see part 1.9 below.

### **1.3 Introduction to the Project**

The Sustainable Use of Natural Resources and Energy Finance (SUNREF) Housing India programme aims to promote the development of a low carbon economy in India by financing the development of green and affordable housing solutions.

The French Development Agency (*Agence Française de Développement, AFD*) launched the SUNREF Housing India programme in August 2017 in partnership with the National Housing Bank (NHB) and with support from the European Union (EU).

The program focuses on:

- promoting the existing local green labels for housing ;
- making green housing more affordable to low-income households;
- demonstrating the market potential and the relevance of green housing;
- encouraging the adoption of rules favourable to green housing in public policies.

### **1.4 Broad Parameters:**

The project comprises of two components:

1. A financial component with two sub-components (Credit Facility of Euro 100 million and Investment Grant of Euro 9 million to reduce the cost of Eligible Loans, including up to Euro 1 million dedicated to green label certification).
2. A technical component (worth Euro 3 million) which role is to support private and public stakeholders to reinforce their capacities in elaborating and implementing green housing schemes and to demonstrate to the market their relevance.

### **1.5 Scope of REOI:**

As per Financing Agreement dated July 20<sup>th</sup> 2017 (Grant Agreement, section 3)2)1.e), the Project Account shall be audited on an annual basis until the “Deadline for Implementation of the Project” (i.e. December 27<sup>th</sup>, 2022), by an independent and reputable auditing firm. The purpose of this audit is to enable the auditor to express a professional opinion on:

- a. All drawdowns/advances/utilisation made under the Investment Grant and paid into the Project Account, have been used in accordance with the terms and conditions of this Agreement.  
More specifically, the Auditor will reconcile the Investment Grant (i) paid into the Project Account, (ii) then attributed by NHB to financial intermediaries (Housing Finance Companies or Commercial Banks), and (iii) finally paid by financial intermediaries to final beneficiaries. This verification work will be based on a sample method to be proposed by the shortlisted auditors in their final technical offer.

- b. All drawdowns/utilisation made under the Technical Assistance Grant (refinancing of Eligible Expenses) have been used for the financing of expenses of the Project, and in accordance with the terms and conditions of this Agreement.

The auditor should also provide recommendations on the various aspects of the audit.

The detail of the scope will be shared with the Shortlisted auditors in the Request for Proposal (RFP) document.

The contract size is estimated for a requirement of four (4) experts (Partner, Team Leader, Senior Auditor, Assistant Auditor) for a total Man days of three (3) to four (4) months. Final team composition to be adjusted and proposed by the short-listed auditors.

### **1.5.1 Period(s) Covered**

The Audits should be conducted on an annual basis for each fiscal year, ending on June 30<sup>th</sup>.

- a) **First audit report** should cover period from 01/07/2019 to 30/06/2021.
- b) **Second audit report** should cover period from 01/07/2021 to 30/06/2022.
- c) **Third and Final Audit report** should cover period from 01/07/2022 to 27/12/2022.

The indicative start date for the audit for each period is each 1<sup>st</sup> of July, except for the first audit which shall start as soon as the contract signing date. The firm will be liable to submit the third and final audit report by March 27, 2023. In case of any change in the final audit period, the same will be adhered by the firm.

## **1.6 Instructions to the Bidders**

### **1.6.1 Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements and other information in the REOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the REOI document with full understanding of its implications.
- b. The response to this REOI should be full and complete in all respects. Failure to furnish all information required by the REOI documents or submission of a proposal not substantially responsive to this.

### **1.6.2 REOI Proposal Preparation Costs & related issues:**

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHB to facilitate the evaluation process.

- b. NHB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This REOI does not commit NHB to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this REOI.
- d. All materials submitted by the bidder will become the property of NHB and may be returned completely at its sole discretion.

### **1.6.3 Responses to any queries/Issue of Corrigendum**

- a. The Nodal Officers notified by the NHB will endeavour to provide timely response to all queries. However, NHB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NHB undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, NHB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the REOI Document by a corrigendum.
- c. Any such corrigendum shall be deemed to be incorporated into this REOI.
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, NHB may, at its discretion, extend the last date for the receipt of REOI Proposals;

### **1.6.4 Right to Terminate the Process**

- a. NHB may terminate the REOI process at any time and without assigning any reason. NHB makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This REOI does not constitute an offer by NHB. The bidder's participation in this process may result in short listing the bidders.

### **1.6.5 Submission of Responses**

- a. The bids to be submitted in a single sealed envelope and superscripted (Name of assignment) and Ref No. NHB(ND)/AFD/SUNREF Audit/01 dated 29.12.2021. This envelope should contain REOI proposal marked and one soft copy in the form of a non-rewriteable Pen drive.
- b. Bids shall consist of supporting proofs and documents as defined in the Pre-qualification section.
- c. Bidder shall submit all the required documents as mentioned in the annexure including various templates (Form 1 to Form 4). It must be ensured that various formats mentioned in this REOI are to be adhered to and no changes in the format is to be done.

- d. REOI document submitted by the bidder should be concise and contain only relevant information as required.

#### 1.6.6 Important REOI Details:

I	Date of providing / uploading REOI documents.	29.12.2021
II	Last date and time for submission of REOI.	19.01.2022 4:00 p.m. New Delhi time
III	Date and Time of REOI Bid Opening	19.01.2022 05:00 p.m. New Delhi time
IV	Place of opening of Bids	National Housing Bank, Head Office, Core 5-A, 3rd-5th floor, India Habitat Centre, Lodhi Road, New Delhi - 110003

#### 1.6.7 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Invitation for Expression of Interest and any deviation shall result in the rejection of the REOI proposal.

#### 1.6.8 Venue and Deadline for Submission

- a. Proposals must be received in **two sets in hard copy** plus one soft copy (pen drive) at the address specified below latest by: 4.00 PM (Indian Standard Time) on 19.01.2022 Shri Ranjan Kumar Barun, Deputy General Manager, National Housing Bank, 4th Floor, Core- 5A, India Habitat Centre, Lodhi Road, New Delhi, - 110003, India. Tele: +91-11-39187000 (Ext. 7043) E-mail: ranjan.barun@nhb.org.in; [subhash@nhb.org.in](mailto:subhash@nhb.org.in).
- b. Any proposal received by the NHB after the above deadline shall be rejected and returned unopened to the Bidder.
- c. The bids submitted by telex/telegram/fax/etc. shall not be considered. No correspondence will be entertained on this matter.
- d. NHB shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- e. NHB reserves the right to modify and amend any of the above stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

#### 1.7. Short listing Criteria

- a. NHB will shortlist the bidders who meet the Pre-Qualification criteria mentioned in this Invitation to Expression of interest.

- b. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of its REOI Proposal.

**1.7.1 Evaluation Process:**

- a. NHB will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b. The Evaluation Committee constituted by the NHB shall evaluate the responses to the REOI and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the REOI Proposal.
- c. Each of the responses shall be evaluated to validate compliance of the bidders according to the Pre-Qualification criteria, Forms and the supporting documents specified in this document.
- d. The decision of the Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e. The Evaluation Committee may ask for presentation / meetings in person or through Video Conference with the bidders to evaluate its suitability for the Consulting assignment
- f. The Evaluation Committee reserves the right to reject any or all proposals.

**1.8. Soft copy of REOI document:**

The soft copy of the present REOI document will be made available on NHB’s website <http://www.nhb.org.in>.

**1.9 Pre-Qualification criteria**

Sl. No.	Basic Requirement	Details	Support Document to be submitted
1.	Legal Entity	<p>The Bidder should be a Partnership Firm /Joint Venture/ Limited Liability Partnership (LLP) registered or Incorporated in India/International firms having registration in India, for conducting audit with at least 15 years of existence in the field of Audit/ Advisory services.</p> <p>Firm to have office in Delhi/ NCR and Mumbai</p>	<p>Latest Constitution Certificate of Firm with ICAI, Certified copy of Partnership Deed, A copy of the JV Agreement entered into by all members for Joint Ventures and relevant Incorporation or a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal / Registration Certificate of RoC/MCA (For LLPs), Membership copy of National accounting or Auditing body or Institution.</p> <p>List of offices on letter head of the Bidder dully signed by Authorized Signatory along with a Copy of GST Registration Certificate.</p>

2.	Technical and Soft Capability	<p>a. Bidder must be a member of National Accounting or auditing body or institution which in turn is a member of the International Federation of Accountants (IFAC).</p> <p>b. Bidder must have minimum 10 years of experience in the field of Audit, including experience for Govt. institutions which have availed Financial/technical assistance from multilateral agencies such as world Bank, AFD, ADB etc.</p> <p>c. The Bidder should have at least 10 qualified Chartered Accountants or whatever name used for such professionals of International Firm (in their Country equivalent to National Accounting or Auditing Body as applicable in India), for Audit/Advisory services on their pay roll or as partners.</p> <p>d. Team to be deployed must have Knowledge of English.</p> <p>e. The Bidder (including its group company) is not owned or controlled by any director or officer/employee of NHB or their relatives having the same meaning as assigned under the Companies Act, 2013.</p>	<p>Membership Certificate of National Accounting or auditing body or institution</p> <p>Copies of Work order justifying the experience in the field of Audit, including experience for Govt. institutions which have availed Financial/technical assistance from multilateral agencies such as world Bank, AFD, ADB etc. Further, copy of Work order is required to be submitted with masking of confidential clauses such as price etc.</p> <p>List of the CAs/Professionals/Partners (enrolled on their pay roll) on the letter head of the Bidder duly signed by Authorized Signatory</p> <p>A self-declaration by the Bidder on Bidder's letter head for points d)e)</p>
3.	Financial Criteria	The Bidder should have a minimum turnover of INR 10 crores (1.1 M Euro) in each of the three financial	Certified copies of Audited Financial Statements or certificate from Auditors providing the turnover details for the last three years along

		years (2018-19, 2019-20, 2020-21)	with Tax Audit Reports (3CB/ CD reports).
4.	Compliance with National /International Standards	The Bidder should comply with the International Standard on Auditing IFAC Code of Ethics for Professional Accountants, developed and issued by IFAC's International Ethics Standards Board for Accountants (IESBA).	A self-declaration by the Bidder on its letter head duly signed by the Authorized Signatory
5.	Non-Debarment	The Bidder (including its group company) should not have been black-listed/ debarred by any Government Financial Institutions/Banks/ RBI/ ICAI/ IBA/ Government/ Semi-Government departments/ PSUs/ or any other Institution or Agency in India in last 15 years.	A self-declaration by the Bidder on its letter head duly signed by the Authorized Signatory

*All documents to be provided must be certified/signed by authorized signatories along with stamp / seal. In case of Joint Venture, all members must sign the necessary documents.*

#### **Appendix I: Bid Submission forms**

The bidders are expected to respond to the REOI using the forms given in this section and all documents supporting Pre-Qualification / REOI Criteria.

Proposal / Pre-Qualification Bid shall comprise of following forms:

**Form 1 : Covering Letter with Correspondence Details.**

**Form 2 : Details of the Applicant's Operations and Audit Business**

**Form 3 : Compliance Sheet for Pre-Qualification Criteria**

**Form 4 : Statement of Integrity, Eligibility and Social and Environmental Responsibility**

**Form 1 : Covering Letter with Correspondence Details.**

<Name of the Nodal Officer>  
<Address of the Nodal Agency>  
Dear Sir,

We, the undersigned, offer to provide the consulting services for <Name of the Assignment>. Our details with regard to this REOI are:

<b>S. No</b>	<b>Information</b>	<b>Details</b>
<b>1</b>	Name of the Contact Person	
<b>2</b>	Address of the Contact Person	
<b>3</b>	Name, designation and contact, address of the person to whom, all references shall be made, regarding this REOI.	
<b>4</b>	Telephone number of the Contact Person	
<b>5</b>	Mobile number of the Contact Person	
<b>6</b>	Fax number of the Contact Person	
<b>7</b>	Email ID of the Contact Person	
<b>8</b>	Corporate website URL.	

We are hereby submitting our Expression of Interest in two (2) printed copies. We understand you are not bound to accept any Proposal you receive.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favours our company in the short-listing process, we are liable to be dismissed from the REOI selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this REOI.

We hereby declare that our proposal submitted in response to this REOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

<Applicant's Name with seal>  
Name: <<Insert Name of Contact>>  
Title: <<Insert Name of Contact>>  
Signature: <<Insert Signature>>

**Form 2 : Details of the Applicant's Operations and Audit Business**

S. No.	Information	Particulars / Response		
1.	Partnership Firm/LLP/JV Name			
2.	Date of Incorporation			
3.	Type of Company (Partnership Firm including LLP], Joint Venture )			
4.	Registration No. and date of registration.	<b>Registration Certificate to be enclosed</b>		
5.	Address of Registered Office with contact numbers [phone /fax]			
6.	PAN No.			
7.	GSTIN			
8.	No. of Offices (GSTIN Certificate/s is to be enclosed)	<b>City</b>	<b>Address</b>	<b>GSTIN</b>
9.	No. of full-time partners with address	<b>Name</b>	<b>Address</b>	
10.	<b>Contact Details of Bidder authorized to make commitments to NHB</b>			
11.	Name			
12.	Designation			
13.	FAX No			
14.	Mail ID			
15.	Company Head Office and Addresses Contact Person(s) Phone Fax E-mail Website			
16.	Provide whether bidder has provided services with focus on scope as defined in this REOI	Yes / No / Comments (if option is 'No')		
17.	Any pending or past litigation (within three years)? If yes, please give details Also mention the details of claims and	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)		

	complaints received in the last three years (About the Company / Services provided by the company).			
18.	Please mention turnover and Net Profit/Loss for last three years and include the copies of Balance Sheet in support of it.	<b>Year</b>	<b>Turnover</b>	<b>Net Profit/Loss(-)</b>

**Audited Balance sheet and Profit & Loss accounts for last 3 years to be submitted.**

**Authorized Signatories**

**(Name & Designation, seal of the Partnership Firm/LLP )**

**Date:**

**Place:**

**Form 3 : Compliance Sheet for Pre-Qualification Criteria**

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1	Legal Entity	<p>Latest Constitution Certificate of Firm with ICAI, Certified copy of Partnership Deed, A copy of the JV Agreement entered into by all members for Joint Ventures and relevant Incorporation or a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal / Registration Certificate of RoC/MCA (For LLPs), Membership copy of National accounting or Auditing body or Institution.</p> <p>List of offices on letter head of the Bidder dully signed by Authorized Signatory along with a Copy of GST Registration Certificate.</p>	Yes / No	
2	Technical and Soft Capability	<p>Membership Certificate of National Accounting or auditing body or institution</p> <p>Copies of Work order justifying the experience in the field of Audit, including experience for Govt. institutions which have availed Financial/technical assistance from multilateral agencies such as world Bank, AFD, ADB etc. Further, copy of Work order is required to be submitted with masking of confidential clauses such as price etc.</p> <p>List of the CAs/Professionals/ Partners (enrolled on their pay roll) on the letter head of the Bidder</p>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>	

		duly signed by Authorized Signatory  A self-declaration by the Bidder on Bidder's letter head for points d)e) of Pre-Qualification Criteria		
3	Financial Criteria	Certified copies of Audited Financial Statements or certificate from Auditors providing the turnover details for the last three years along with Tax Audit Reports (3CB/ CD reports).	Yes / No	
4	Compliance with National /International Standards	A self-declaration by the Bidder on its letter head duly signed by the Authorized Signatory	Yes / No	
5	Non-Debarment	A self-declaration by the Bidder on its letter head duly signed by the Authorized Signatory	Yes / No	

## Form 4 : Statement of Integrity, Eligibility and Social and Environmental Responsibility

Appendix to The Request for Expressions of Interest  
(To be submitted with the application, signed and unaltered)

### Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal \_\_\_\_\_ (the "Contract")

To: \_\_\_\_\_ (the "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

- 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:

- a) 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;
  - b) 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 of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_