STANDARD PROCUREMENT DOCUMENT

**Initial Selection Documents**

**for Procurement of Works**

**\_\_\_**

**Design, Build and Operate (DBO)**

**or**

**Design and Build (DB) Contract**

**Agence Française de Développement**



**FEBRUARY 2024**

**Foreword**

These Standard Initial Selection Documents for Procurement of Works (Design, Build and Operate - DBO) or (Design and Build - DB) Contracts have been prepared by *Agence Française de Développement* ("**AFD**") and are based on the Initial Selection Document of the World Bank dated January 2017.

**The Employer shall clearly specify whether the Contract is "Design and Build" or "Design, Build and Operate".**

These Standard Initial Selection Documents (ISD) have been prepared for use by the Employers and their implementing agencies in the procurement of Works (DBO or DB) in projects that are financed in whole or in part by AFD primarily through International Procurement Competition (IPC). For the following steps of the procurement process, the Standard Bidding Documents for Works (Design, Build and Operate) or the Standard Bidding Documents for Works (Design and Build) issued by AFD shall be used. Employers are invited to seek advice from local competent sources to ascertain its suitability regarding the applicable law, as well as its comprehensiveness. AFD will not be liable for the use of these Documents by Employers in part or full.

*The text shown in Italics and highlighted in yellow* constitutes "Notes to the Employer". It provides guidance to the entity in charge of preparing the specific Initial Selection Documents. "Notes to the Employer" should be deleted from the final Initial Selection Documents sent to the Applicants. Similarly, this section "User's Guide" should not be part of the final Initial Selection Documents sent to the Applicants.

Section I ‑ Instructions to Applicants (ITA) shall not be modified and any required modification shall be specified in Section II – Initial Selection Data Sheet (ISDS).

The difference between the Initial Selection for DBO or DB and the Prequalification Documents for Works lies mainly in the limitation of the number of preselected candidates. Hence, in addition to the standard pass/fail criteria, the applications are scored and ranked on the basis of rated criteria and the number of shortlisted applicants is linked to a set maximum number (see ITA 27).

The Prequalification Documents and the Initial Selection Documents contain Environmental, Social, Health and Safety (ESHS) qualification criteria.

AFD welcomes any feedback from users on these Documents. Those wishing to submit comments or questions on these Documents should do so by writing to the following address:

Email: [\_Passation\_Marche@afd.fr](mailto:_Passation_Marche@afd.fr)

<http://www.afd.fr>

|  |
| --- |
| **Revision dated February 2024 :**  This revision dated February 2024 replaces the previous one (July 2020) by introducing two options to adjust the content of :   * The Statement of Integrity, Eligibility and Environmental and Social Responsibility; * Section V – Eligibility Criteria; * Section VI – AFD Policy – Corrupt and Fraudulent Practices - Environmental and Social Responsibility.   The implementation of these options follows the release in February 2024 of a new version of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries. This revision modifies the expectations regarding the content of these three sections. As a result:   * For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, Option A should be selected in these three sections (maintaining the provisions of July 2020 version); * For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, Option B should be chosen in these three sections (implementing new provisions). |

**User's Guide**

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Why Initial Selection

International practice shows that initial selection is largely used for DBO or DB Contracts, owing to the following features:

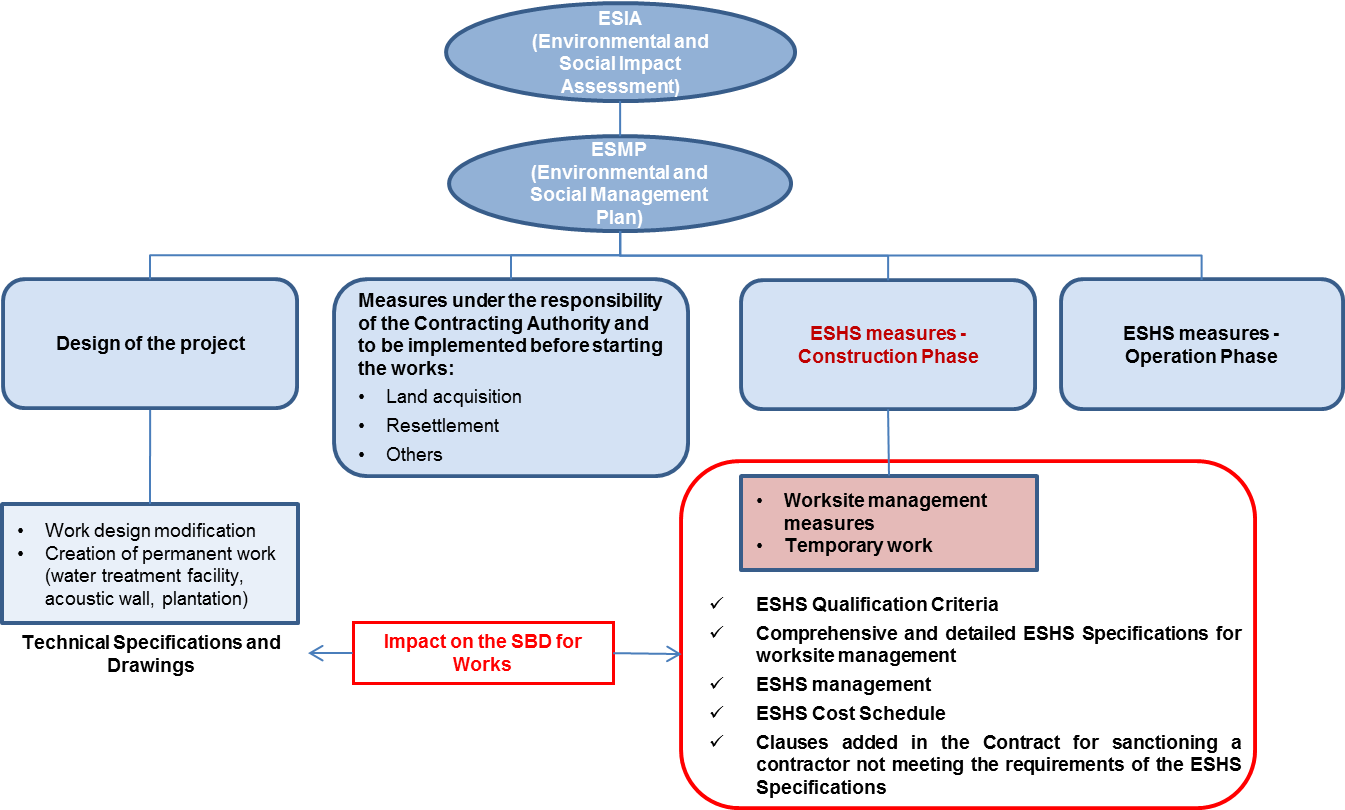
* Applicants know the range of competition they are faced with the shortlist – they can appraise their success chances accordingly, and make a better informed decision (than if no initial selection occurred) as to whether it is worth committing resources to develop a DBO or DB Contract Bid,
* Absence of initial selection tends to discourage the most competent Applicants to bid, as it is seen as reflecting a lack of experience and seriousness from the Employer, and those Applicants consider that they will not be facing a competition level playing field. Hence that their reasonable success chances are so slim that it is not worth investing resources in developing a Bid.

Note that there is no need to wait for the Bidding Documents to be finalized before initiating Initial Selection. Initial Selection can be made as soon as the object of the DBO or DB Contract is sufficiently advance for the qualification criteria to be set. Accordingly, Initial Selection can run in parallel with the Bidding Documents completion, and the overall procurement process is then not delayed thanks to this overlapping of activities.

Guidance note on Environmental, Social, Health and Safety (ESHS) Criteria in the Initial Selection Documents for Procurement of Works (DBO or DB)

When the environmental and/or social impact of the project are evaluated as significant, in most cases, an Environmental and Social (E&S) Impact Assessment study (ESIA) has been carried out and an Environmental and Social Management Plan (ESMP) has been developed. The ESIA highlights the major E&S risks and impacts and the ESMT lists mitigation measures to be implemented.

Some of those measures, but not all, are directly related to the construction works of the project (see diagram below). Two kinds of measures may be implemented in the works: firstly, mitigation measures leading to a modification of the design of the permanent construction works and therefore inducing changes in the technical specifications and drawings; secondly, measures and precautions to be implemented in the frame of temporary worksites management.



Initial Selection qualification criteria relating to ESHS subjects are present in these ISD in order to initially select Applicants with experience in worksite management with ESHS issues.

These Initial Selection qualification criteria must be adjusted by taking into account the available ESHS documents (ESHS impact study, ESMP, Resettlement Action Plan (RAP), Environmental and Social Commitment Plan (ESCP), etc.).

The table below indicates the elements to be adjusted and the points for verification during the Initial Selection stage.

1. **PREPARATION OF THE INITIAL SELECTION DOCUMENTS**

| **Criteria** | **Additional Information** |
| --- | --- |
| **SECTION III – INITIAL SELECTION CRITERIA** | |
| **Table 1 – Qualification Criteria:** | |
| This table contains 5 qualification criteria for ESHS aspects, which are intended to ensure that companies have the necessary ESHS experience and are qualified to satisfactorily address the works' ESHS issues: | Depending on the ESHS issues identified, it will be necessary (i) to define the qualification criteria to be maintained and (ii) to adjust them if needed. |
| * **Criterion 5.1 – ESHS Certification(s):** | |
| Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Applicant), and applicable to the worksite:  *[Select the required certifications by checking the appropriate box(es)]*   * Quality management certificate ISO 9001; * Environmental management certificate ISO 14001; * Health and safety management certificate ISO 45001. | According to the ESHS issues of the worksite and the type of competition planned (national or international), it can be decided:   * not to keep this criterion (for example, national procurement competition is sufficient to recruit a qualified company but national companies do not have these types of certifications); * only to ask for part of the certifications, specifically the one(s) corresponding to the main issue of the worksite management: environmental issue (ISO 14001), health and safety issue (ISO 45001) or worksite organization (ISO 9001). |
| * **Criterion 5.2 – ESHS Documentation:** | |
| Availability of in‑house policies and procedures acceptable to the Employer for ESHS management:   1. Existence of an Ethics Charter. 2. Existence of a system for monitoring compliance with ESHS commitments for the Candidate's Subcontractors and all its partners. 3. Existence of official company procedures for the management of the following relevant points:   *[Only select the relevant points (between 3 and 5) that apply for the worksite by checking the appropriate boxes]*   * ESHS resources and facilities and ESHS monitoring organization; * Project Areas management (base camps, quarries, borrow pits, storage areas); * Health & Safety on worksites; * Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge); * Relations with stakeholders, information and consultation of local communities and authorities; * Traffic management; * Hazardous products; * Wastewater (effluents); * Protection of water resources; * Atmospheric emissions, noise and vibrations; * Waste management; * Biodiversity: protection of fauna and flora; * Site rehabilitation and revegetation; * Erosion and sedimentation; * Control of infectious and communicable diseases (HIV/AIDS, malaria, etc.). | **Points 1 and 2** are documents that serious companies should normally have. These documents should therefore always be requested during an international procurement competition.  **Regarding point 3**, it is necessary to make a selection of about 3 to 5 relevant subjects, as identified during the Environmental and Social Impact Assessment studies (ESIA) and in the Environmental and Social Management Plans (ESMP), for which the company will have to submit its internal procedure documents. |
| * **Criterion 5.3 – ESHS Experience:** | |
| Experience of *[insert number, generally two]* construction contracts over the last *[insert number, between 5 to 10]* years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards. | It is necessary to specify the number of similar experiences expected and the period during which these experiences had to take place. For this, it is necessary to take into account the references of companies known and deemed qualified, in order to adapt the number of references to request (1, 2 or 3). |
| * **Criterion 5.4 – Specific ESHS Knowledge Transfer Experience:** | |
| Experience of one (1) construction contract in developing/emerging countries over the last five (5) years in which the ESHS knowledge transfer to a local partner or the ESHS capacity building of the Employer’s country staff was carried out satisfactorily. | This criterion can be removed if the knowledge transfer to a local partner or local workforce is not considered to be an issue for the Employer. |
| * **Criterion 5.5 – ESHS Dedicated Personnel:** | |
| Availability of in-house personnel dedicated to ESHS issues: Environmental and Social Manager, and/or Health and Safety Manager. | This criterion is standard and easy to fulfill for a company with a structure that integrates ESHS issues in its worksites. This criterion should therefore always be maintained when an international procurement competition is carried out. |
| **SECTION IV – APPLICATION FORMS** | |
| **CER and EXP-ESHS Forms:** | Ensure that these forms have been retained. |

1. **EVALUATION OF THE INITIAL SELECTION CRITERIA**

| **Evaluation** | **Additional Information** |
| --- | --- |
| **Analysis of the Application Forms and documentary evidence provided by the Applicant to meet the Initial Selection criteria:** | Each ESHS qualification criterion shall be evaluated as either "meeting" or "not meeting" the corresponding requirement ("pass" or "fail"), according to the documents submitted by the companies. With regard to the criteria for ESHS experience and ESHS knowledge transfer experience, the documents to be provided must be documents showing the actual implementation of the ESHS measures (e.g. ESHS activity report, ESHS final report, ESHS inspection report, supervision Engineer's report) or a skills transfer or training program (ESHS activity report presenting the training activities, training documents and materials with attendance sheets).  Any Applicant who does not meet **one** of the Initial Selection criteria must be rejected. |

Guidance note on Security Criteria

For Works in areas of conflicts where security is an issue, the AFD and the Employer must ensure that the Applicants correctly assess this risk and take appropriate measures.

In accordance with *Article 1.5.2 – Security* of the Procurement Guidelines for AFD-Financed Contracts in Foreign Countries, if the Works to be performed are located in an area labelled as orange or red by the French Ministry of European and Foreign Affairs[[1]](#footnote-1), the Employer shall include in the Initial Selection Documents requirements relating to security.

In order to do this, AFD has included in its Initial Selection Documents specific requirements, which aim to (i) protect lives on the worksites, (ii) preserve its reputation and that of the Employer, and (iii) encourage virtuous companies to submit responsible bids.

As a result, these Initial Selection Documents for Procurement of Works (DBO or DB) contain additional requirements. Security qualification criteria have been incorporated (paragraph 6 of Table 1 – Qualification Criteria, Section III).

Like for the other qualification criteria, security qualification criteria shall be evaluated as either "meeting" or "not meeting" the corresponding requirement ("pass" or "fail").

Invitation for Initial Selection  
Works  
(Design, Build and Operate or Design and Build Contract)

The Invitation for Initial Selection (**IFIS**) provides information for potential Applicants to decide whether to participate. Apart from the essential items listed in the Initial Selection Documents, the IFIS shall also indicate any important or specialized Initial Selection requirements requested to qualify for the Initial Selection.

The IFIS shall be issued as a Specific Procurement Notice in:

1. At least one newspaper of national circulation in the Employer’s country and in the official gazette, or on a widely used website or electronic portal with free national and international access; and
2. AFD's website <http://afd.dgmarket.com>

**SPECIFIC PROCUREMENT NOTICE**

**Invitation for Initial Selection**

*[Insert: name of Country]*

*[Insert: name of Project]*

*[Insert: Title and Brief Description of the type(s) of Works (Design, Build and Operate) or Works (Design and Build)]*

*[Insert: Date]*

The *[insert name of Employer]* *[has received/has applied for/intends to apply for]* funds from *Agence Française de Développement* ("**AFD**") toward the cost of the *[insert name of project]*, and it intends to apply part of the funds to payments under the contract for *[insert name/no. of contract if initial selection is being invited for more than one contract, describe each contract and indicate whether applications may be made for initial selection for one or more of the contracts][[2]](#footnote-2)*. The Employer intends to initially select a maximum of *[insert the number between 5 and 7]* firms for *[insert a brief description of the type(s) of Works (Design, Build and Operate) or Works (Design and Build) to be provided]*[[3]](#footnote-3). It is expected that invitations for bid will be made in *[insert month and year][[4]](#footnote-4)*.

Interested eligible Applicants may obtain further information from *[insert name of agency]* (address below) *[state address at end of document]* during *[insert office hours]*. A complete set of the Initial Selection Documents in *[insert name of language]* may be purchased by interested Applicants (a) on the submission of a written application to the address below and (b) upon payment of a nonrefundable fee[[5]](#footnote-5) of *[insert amount in local currency]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment][[6]](#footnote-6)*. The Documents will be sent by *[insert delivery procedure]*, *[insert "alternatively the Documents can be purchased electronically under the procedures described in the attachment to this IFIS" if electronic purchase and delivery is an option]*.

Applications for initial selection should be submitted in clearly marked envelopes and delivered to the address below by *[insert time][[7]](#footnote-7) on [insert date].* Late application may be rejected*.*

*[Insert name of office]*

*[Insert name of officer and title]*

*[Insert postal address]* and/or *[Insert street address, postal code, city and country]*

*[Insert telephone number, indicate country and city codes]*

*[Insert fax number]*

*[Insert email address]*

*[Insert website address]*

Self-Assessment Tool for Applicant’s Compliance to Financial Resources

**(Criterion 3.1(i) of Section III)**

This tool requires the same information submitted in Forms FIN–3.3 and FIN–3.4. All conditions of "Available Financial Resources Net of Current Contract Commitments (CCC) ≥ Requirement for the Subject Contract" must be satisfied to qualify.

**For Single Entities**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **For Single Entities** | **Total Available Financial Resources from Form FIN-3.3** | **Total Monthly Financial Requirement for CCC from Form FIN-3.4** | **Available Financial Resources Net of CCC** | **Requirement for the Subject Contract** | **Results: Yes or No *[D must be greater than or equal to E]*** |
| **(A)** | **(B)** | **(C)** | **D= (B-C)** | **(E)** | **(F)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of Applicant]* | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_[[8]](#footnote-8) |  |

**Joint Ventures**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **For Joint Ventures** | **Total Available Financial Resources from Form FIN‑3.3** | **Total Monthly Financial Requirement for CCC from Form FIN-3.4** | **Available Financial Resources Net of CCC** | **Requirement for the Subject Contract** | **Results: Yes or No *[D must be greater than or equal to E]*** |
| **(A)** | **(B)** | **(C)** | **D= (B-C)** | **(E)** | **(F)** |
| **Leader:** |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of JV Member]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_[[9]](#footnote-9) |  |
| **Each (other) JV Member:** |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of JV Member 1]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_[[10]](#footnote-10) |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of JV Member 2]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_3 |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of JV Member 3]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_3 |  |
| **All JV Members combined:** | ∑D = Sum of available financial resources net of current contract commitments for all Members of the JV. | | ∑D = | \_\_\_\_\_\_\_\_\_\_\_\_1 | \_\_\_\_\_\_\_\_\_\_\_\_\_ |

This tool is made available for use by the Applicant as a self-assessment tool, and by the Employer as evaluation work sheet, to determine compliance with financial resources requirement as stated in Criterion 3.1(i) of Section III. Failure to submit this tool by the Applicant shall not lead to application rejection.

**Initial Selection Documents for Procurement of Works**

***([insert* "Design, Build and Operate" *or* "Design and Build"*]*)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
***[insert the identification of the Works (Design, Build and Operate)  
or Works (Design and Build)]***

**Employer:** *[insert name of Employer]*

**Project:** *[insert name of Project]*

**Country:** *[insert name of country]*

**Invitation for Initial Selection No.:** *[insert number]*

**International Procurement Competiton No.:** *[insert IPC number]*

**Issued on:** *[insert date]*

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|  | 1. General |
| Scope of Application | In connection with the invitation for Initial Selection indicated in Section II, Initial Selection Data Sheet (**ISDS**), the Employer, as defined in the **ISDS**, issues these Initial Selection Documents ("Initial Selection Documents") to prospective applicants ("Applicants") interested in submitting applications ("Applications") for Initial Selection for the Works (Design, Build and Operate or Design and Build, as **specified in the ISDS**) described in Section VII, Scope of Employer’s Requirement. |
| Source of Funds | The Employer **specified in the ISDS** has received or has applied for financing (hereinafter called "funds") from *Agence Française de Développement* (hereinafter called "**AFD**") toward the project named **in the ISDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Initial Selection Documents are issued. |
| Prohibited Practices | AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI ‑ AFD Policy - Prohibited Practices - environmental and social responsibility.In further pursuance of this policy, Applicants shall permit and shall cause their subcontractors and subconsultants, to permit AFD to inspect all accounts, records and other documents relating to the submission of the Application, Bid submission (in case of Initial Selection), and contract performance (in the case of award), and to have them audited by auditors appointed by AFD. |
| Eligible Applicants | An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.3 - or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Initial Selection process, Bidding (in the event the JV submits Bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified **in the ISDS**, there is no limit on the number of members in a JV.A firm may apply for initial selection both individually, and as part of a joint venture, or as a subcontractor. If initially selected, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture. However, a firm may participate as a subcontractor in more than one Application, but only in that capacity. Applications submitted in violation of this procedure will be rejected.AFD’s eligibility criteria for initial selection are described in Section V, Eligibility Criteria.Applicants shall not have a conflict of interest. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest for the purpose of this initial selection process, if the Applicant:  1. Directly or indirectly controls, is controlled by or is under common control with another Applicant; or 2. Receives or has received any direct or indirect subsidy from another Applicant; or 3. Has the same legal representative as another Applicant; or 4. Has a relationship with another Applicant, directly or through common third parties, that puts it in a position to influence the application of another Applicant, or influence the decisions of the Employer regarding this initial selection process; or 5. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the initial selection; or 6. Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Employer’s Representative for the Contract implementation; or 7. Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the Funds who: (i) are directly or indirectly involved in the preparation of Initial Selection Documents or specifications of the contract, and/or the initial selection evaluation process; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to AFD throughout the procurement process and execution of the contract.  An Applicant shall not be under suspension from submitting an Application by the Employer as the result of the execution of a Bid‑Securing Declaration.An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| Eligible Materials, Equipment and Services | The materials, equipment and services to be supplied under the Contract and financed by AFD may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. |
|  | 1. Contents of the Initial Selection Documents |
| Sections of Initial Selection Documents | The Initial Selection Documents consist of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8. **PART 1: Initial Selection Procedures**   1. Section I ‑ Instructions to Applicants (ITA) 2. Section II – Initial Selection Data Sheet (ISDS) 3. Section III – Initial Selection Criteria 4. Section IV – Application Forms 5. Section V – Eligibility Criteria 6. Section VI ‑ AFD Policy – Prohibited Practices –environmental and social responsibility   **PART 2: Employer's Requirements**   1. Section VII – Scope of Employer's Requirements  Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Initial Selection Documents, responses to requests for clarification, or Addenda in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.The Applicant is expected to examine all instructions, forms, and terms in the Initial Selection Documents and to furnish with its Application all information or documentation as is required by the Initial Selection Documents. |
| Clarification of Initial Selection Documents | A prospective Applicant requiring any clarification of the Initial Selection Documents shall contact the Employer in writing at the Employer’s address indicated **in the ISDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Initial Selection Documents directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated **in the ISDS**, the Employer shall also promptly publish its response at the web page identified **in the ISDS**. Should the Employer deem it necessary to amend the Initial Selection Documents as a result of a clarification, it shall do so following the procedure under ITA 8 and in accordance with the provisions of ITA 17.2. |
| Amendment of Initial Selection Documents | At any time prior to the deadline for submission of Applications, the Employer may amend the Initial Selection Documents by issuing an Addendum.Any Addendum issued shall be part of the Initial Selection Documents and shall be communicated in writing to all Applicants who have obtained the Initial Selection Documents from the Employer. The Employer shall promptly publish the Addendum at the Employer’s web page identified **in the ISDS**.To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2. |
|  | 1. Preparation of Applications |
| Cost of Application | The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Initial Selection process. |
| Language of Application | The Application as well as all correspondence and documents relating to the Initial Selection exchanged by the Applicant and the Employer, shall be written in the language specified **in the ISDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the ISDS**, in which case, for purposes of interpretation of the Application, the translation shall govern. |
| Documents Comprising the Application | The Application shall comprise the following:  1. **Application Submission Form**, in accordance with ITA 12; 2. **Eligibility**: documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 13; 3. **Qualifications**: documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 14; and 4. any other document required as specified **in the ISDS**.  The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application. |
| Application Submission Form | The Applicant shall complete an Application Submission Form as provided in Section IV, Application Forms. This Form must be completed without any alteration to its format. |
| Documents Establishing the Eligibility of the Applicant | To establish its eligibility in accordance with ITA 4, the Applicant shall complete and sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility as provided in Section IV, Application Forms, without any alteration to its format and furnish supporting documentation as specified in Forms ELI‑1.1 and ELI‑1.2. |
| Documents Establishing the Qualifications of the Applicant | To establish its qualifications to perform the contract(s) in accordance with Section III, Initial Selection Criteria, the Applicant shall provide the information requested in the corresponding Forms included in Section IV, Application Forms.Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the USD equivalent using the rate of exchange determined as follows:  1. for turnover or financial data required for each year - exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted); and 2. value of single contract - exchange rate prevailing on the date of the contract.   Exchange rates shall be taken from the publicly available rate published by the Central Bank of the Employer's country; unless otherwise stated **in the ISDS**. Any error in determining the exchange rates in the Application may be corrected by the Employer. |
| Signing of the Application and Number of Copies | The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories. If a JV has not been formalized and a letter of intent to form a JV is presented, then the Letter of Intent shall be signed by every member of the intended JV.The Applicant shall submit copies of the signed original Application, in the number specified **in the ISDS**, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail. |
|  | 1. Submission of Applications |
| Sealing and Marking of Applications | The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:  1. Bear the name and address of the Applicant; 2. Be addressed to the Employer in accordance with ITA 17.1; and 3. bear the specific identification of this Initial Selection process  The Employer will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above. |
| Deadline for Submission of Applications | Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address and no later than the deadline indicated **in the ISDS**. When so specified **in the ISDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified **in the ISDS**.The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Initial Selection Documents in accordance with ITA 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended. |
| Late Applications | The Employer reserves the right to accept Applications received after the deadline for Submission of Applications. |
| Opening of Applications | The Employer shall open all Applications at the date, time and place specified **in the ISDS**. Late Applications shall be treated in accordance with ITA 18.1.Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified **in the ISDS**.The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants. |
|  | 1. Procedures for Evaluation of Applications |
| Confidentiality | Information relating to the Applications, their evaluation and results of the Initial Selection shall not be disclosed to Applicants or any other persons not officially concerned with the Initial Selection process until the notification of Initial Selection results is made to all Applicants in accordance with ITA 28.From the deadline for submission of Applications to the time of notification of the results of the Initial Selection in accordance with ITA 28, any Applicant that wishes to contact the Employer on any matter related to the Initial Selection process may do so only in writing. |
| Clarification of Applications | To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer’s request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application. |
| Responsiveness of Applications | The Employer may reject any Application which is not responsive to the requirements of the Initial Selection Documents. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant. |
| Margin of Preference | Margin of preference for domestic bidders shall not apply in the bidding process resulting from this initial selection. |
| Subcontractors | Unless otherwise stated **in the ISDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called "Nominated Subcontractors").A "specialized subcontractor" is a subcontractor hired for specialized work as defined by the Employer in Section III 4.2 - Experience. If no specialized work is specified by the Employer as such, subcontractors experience shall not be considered for Applications evaluation.The Employer may decide to permit subcontracting for certain specialized works as indicated in Section III 4.2 - Experience. When such subcontracting is permitted by the Employer, the specialized subcontractors experience shall be considered for the evaluation. Section III, Initial Selection Criteria, describes the qualification criteria for subcontractors.The Applicant shall not propose to subcontract the whole of the contract. |
|  | 1. Evaluation of Applications and Initial Selection of Applicants |
| Evaluation of Applications | The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Initial Selection Criteria to evaluate the qualifications of the Applicants, and no other factors, methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.Only the qualifications of the Applicant shall be considered. In particular, the qualifications of a parent or other affiliated company that is not party to the Applicant under a JV in accordance with ITA 4.2 shall not be considered. |
| Employer's Right to Reject All Applications | The Employer reserves the right to annul the Initial Selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants. |
| Initial Selection of Applicants | The range of Applicants that the Employer may Initially Select (x = maximum number) is specified **in the ISDS**.Initial Selection of Applicants involves several steps, as follows:  1. **Step 1 - Table 1 Evaluation**: The first step of Initial Selection involves evaluation against the methods, criteria and requirements described in Section III, Table 1: Qualification Criteria; 2. **Step 2 - Rejection**: Applicants that do not meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will not be evaluated further, and will be eliminated from the Initial Selection process; 3. **Step 3 - Long List**: Applicants that meet any of the qualification criteria and requirements in Table 1: Qualification Criteria will be long listed, and evaluated further; 4. **Step 4**:Depending on the number of Applicants that are long listed, one of the following options will apply:   **Option 1: All are Initially Selected**: Where the number of long listed Applicants is **≤ x**, all long listed Applicants are Initially Selected. In this scenario, there is no requirement to evaluate these long listed Applicants against Table 2: Rated Criteria. Therefore, Steps 5 to 7 shall not apply;  **Option 2: Applicants are evaluated using Table 2 Evaluation**: Where the number of long listed Applicants is **˃ x**, the Employer shall evaluate all long listed Applicants against Table 2: Rated Criteria. This evaluation method involves scoring each Application against rated criteria using the scoring methodology described;   1. **Step 5 - Rank Applicants**: The total scores, from this step of the Initial Selection evaluation, for each long listed Applicant are compared, and the Applicants are ranked from the highest to the lowest total score; 2. **Step 6 - Initial Selection up to x**: In accordance with the value selected by the Employer for **x**, the Employer Initially Selects the Applicants that are ranked from the highest score, to the Application ranked as **x**; 3. **Step 7 - Reject x+1 Applicants**: Where the number of long listed Applicants is **˃ x**, the Employer rejects all Applicants that are ranked greater than **x**, i.e. ranked as **x+1**, **x+2**, **x+3**, etc. |
| Notification of Initial Selection | The Employer shall notify all Initially Selected Applicants in writing that they have been Initially Selected. In providing this notification the Employer shall include the names of all Applicants that have been Initially Selected.The Employer shall separately notify all other Applicants that they have not been Initially Selected, and that they have been eliminated from the process. Any Applicant that has been eliminated from the process at this stage may request, in writing, the grounds on which they were eliminated. |
| Invitation for Bids | Promptly after the notification of the results of the Initial Selection, the Employer shall invite Bids from all the Applicants that have been initially selected.Bidders may be required to provide a Bid Security or a Bid‑Securing Declaration acceptable to the Employer in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security as specified in the Bidding Documents. |
| Changes in Qualifications of Applicants | Any change in the structure or formation of an Applicant after being initially selected in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) ) as a consequence of the change, the Applicant no longer meets any of the qualification criteria set forth in Section III, Initial Selection Criteria, Table 1 - Qualification Criteria; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition; or (iii) an initially selected applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; or (iv) no longer continues to be in the list of Initially Selected Applicants as a result of the Employer’s re-evaluation of the Application in accordance with ITA 27. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids. |

Section II – Initial Selection Data Sheet (ISDS)

|  |  |
| --- | --- |
| 1. Introduction | |
| **ITA 1.1** | The identification of the Invitation for Initial Selection is: *[insert number]*  The Employer is: *[insert full name, including name of Project Officer, and address]*  The identification number of the IPC is: *[insert name and identification number]*  The Invitation for Initial Selection aims to select Applicants for: *[check the appropriate box]*   |  |  | | --- | --- | | * a DBO Contract | 🞏 | | * a DB Contract | 🞏 | |
| **ITA 2.1** | The name of the Project is: *[insert name of Project]* |
| **ITA 4.1** | Maximum number of members in the JV shall be: *[insert a number or insert "not limited"]* |
| 1. Contents of the Initial Selection Documents | |
| **ITA 7.1** | For **clarification purposes** only, the Employer's address is:  *[insert information or state "same as in ITA1.1 above"]*  Attention: *[insert name and room number of Project Officer]*  Address: *[insert full address (street, name and number, floor and room number if applicable, city or Town, postal (ZIP) code if applicable and Country]*  Telephone: *[insert telephone number including country and city codes]*  Electronic mail address: *[insert email address of Project Officer]* |
| **ITA 7.1 & 8.2** | Web page: *[In case used, identify the widely used website or electronic portal of free access where initial selection information is published]* |
| 1. Preparation of Applications | |
| **ITA 10.1** | The Application as well as all correspondence shall be submitted in English.  Language for translation of supporting documents and printed literature is English. |
| **ITA 11.1(d)** | The Applicant shall submit with its Application, the following additional documents:  *[insert list of additional documents, if any]* |
| **ITA 14.2** | The source for determining exchange rates is: *[insert a publicly available source]* |
| **ITA 15.2** | In addition to the original, the number of copies to be submitted with the Application is: *[insert number]* paper copies and one (1) digital copy (CD or flashdisk). |
| 1. Submission of Applications | |
| **ITA 17.1** | **The deadline for Application submission is:**  Date: *[insert date]*  Time: *[insert time]*  Applicants *[insert "shall" or "shall not"]* have the option of submitting their Applications electronically.  If electronic submission of Applications shall be permitted, the electronic application submission procedures shall be: *[insert description of the procedures]*  For **application submission purposes only**, the Employer's address is:  *[insert information requested below or insert "Employer’s address is the same as that indicated in ITA 1.1"]*  Attention: *[insert name and room number of Project Officer]*  Address: *[insert full address (street, name and number, floor and room number if applicable, city or Town, postal (ZIP) code if applicable and Country]*  Telephone: *[insert telephone number including country and city codes]*  Electronic mail address: *[insert email address of Project Officer]* |
| **ITA 19.1** | The opening of the Applications shall be at: *[Insert date, time and address]*  Date:  Time:  Address: |
| **ITA 19.2** | If electronic submission of Applications shall be permitted, electronic Application opening procedures are:  *[insert description of the procedures]* |
| 1. Procedures for Evaluation of Applications | |
| **ITA 24.1** | At this time the Employer *[insert "intends" or "does not intend"]* to execute certain specific parts of the contract by subcontractors selected in advance by the Employer (nominated subcontractors).  *[If the above states "intends" list the specific parts of the contract and the respective subcontractors]* |
| 1. Evaluation of Applications and Initial Selection of Applicants | |
| **ITA 27.1** | **Initial Selection – maximum number (x)**  The Employer intends to initially select the following maximum number of Applications: *[write number in text (insert numerical number)]*. This number is referred to as (x), and is the maximum number to be initially selected.  *[Select numbers for (x) (normally between five (5) and seven (7)) based on the results of the market analysis and other findings in the Procurement of Works (Design, Build and Operate or Design and Build).]* |

Section III – Initial Selection Criteria

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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Table 1 - Qualification Criteria

| Eligibility | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **1.1 Nationality** | Nationality in accordance with ITA 4.3 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI‑1.1 and ELI‑1.2, with attachments |
| **1.2 Conflict of Interest** | No conflicts of interest in accordance with ITA 4.4 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Application Submission Form |
| **1.3 AFD Eligibility** | Not being ineligible to AFD financing, as described in ITB 4.3 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Statement of Integrity and Environmental and Social Responsibility |
| **1.4 State‑Owned Entity** | Meet conditions of ITB 4.3 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI‑1.1 and ELI‑1.2, with attachments |

| Historical Contract Non-Performance | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **2.1 History of Non‑Performing Contracts** | Termination of a contract[[11]](#footnote-11) did not occur as a result of contractor's default in the past five (5) years. | Must meet requirements | Must meet requirements | Must meet requirements[[12]](#footnote-12) | N/A | Form CON‑2 |
| **2.2 Suspension Based on Execution of Bid Securing Declaration by the Employer** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITA 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Application Submission Form |
| **2.3 Pending Litigating** | All pending litigation shall in total not represent more than one hundred percent (100%) of the Applicant’s net worth and shall be treated as resolved against the Applicant. | Must meet requirement | N/A | Must meet requirement | N/A | Form CON‑2 |

| Financial situation and Performance | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **3.1 Financial Capabilities** | 1. The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as US$ *[insert amount equivalent to a number between 3 and 4 of anticipated monthly payment certificates in US$ during the Design-Build period]* for the subject contract(s) net of the Applicants other commitments; | Must meet requirement | Must meet requirement | N/A | N/A | Forms FIN‑3.1, with attachments and FIN‑3.3 |
|  | 1. The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments; | Must meet requirement | Must meet requirement | N/A | N/A | Forms FIN‑3.1 and FIN‑3.4 |
|  | 1. The audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable to the Employer, for the last three (3) years shall be submitted and demonstrate the current soundness of the Applicant’s financial position. The Applicant's financial position will be deemed sound if at least two (2) of the following four (4) criteria are met: 2. **Average earnings before interest, taxes, depreciation, and amortization (EBITDA) for the last three (3) years > 0;** 3. **Total equity (net worth) for the last three (3) years > 0;** 4. **Average liquidity ratio for the last three (3) years > 1** ((Current assets) / (Current liabilities) > 1); 5. **Average indebtedness ratio for the last three (3) years < 6** ((Total financial liabilities) / (EBITDA) < 6). | Must meet requirement | N/A | N/A | Leader must meet requirement | Form FIN‑3.1, with attachments |
| **3.2 Minimum Average Annual Turnover**  *[As an indication, the specified amount should range between 1.5 and 2 times the estimated annual invoice amount during the Design and Build period]* | Minimum average annual turnover of US$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount in US$ equivalent in words and figures]* for the last \_\_\_\_\_\_\_\_\_\_\_ *[insert number of years, 3 minimum but generally 5]* years. | Must meet requirement | Must meet requirement | Must meet *[twenty five]* per cent *[25]*% of the requirement | Must meet *[forty]* per cent *[40]*% of the requirement | Form FIN‑3.2 |

| Experience | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **4.1 General Experience** | Experience in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last *[insert number of years, 3 minimum but generally 5]* years, starting 1st January \_\_\_\_\_ *[insert year]*. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP‑4.1 |
| **4.2 Specific Experience** | A minimum number of similar[[13]](#footnote-13) contracts specified below that have been satisfactorily and substantially[[14]](#footnote-14) completed as a prime contractor, joint venture member[[15]](#footnote-15), management contractor or subcontractor between 1st January *[insert year – the period of time being usually between 5 to 10 years]* and application submission deadline: *[select one or more of the options below]*;  Contracts for Works: Design and Build  *[For a DB Contract, this requirement may be complemented by a minimum experience of design and a minimum experience of construction]*  Minimum of N *[insert value of N, generally 2]* contracts, each of minimum value V *[insert amount]*  Each of the contracts required above shall meet the following minimum key requirements: *[Based on Section VII, Scope of Employer’s Requirement, specify the minimum key requirements in terms of functional characteristics, performance, production capacity, complexity, and/or other characteristics].*  Contracts for Operation of plant:  *[to be included for a DBO Contract and to be deleted in case of a DB Contract]*  Minimum of N *[insert value of N, generally 2]* contracts, each of minimum value V *[insert amount].* Contracts for which the number of years of operation is exceeding *[insert number between 3 and 5]* years shall also qualify.  Each of the contracts required above shall meet the following minimum key requirements: *[Based on Section VII, Scope of Employer’s Requirement, specify the minimum key requirements in terms of period of operation, trainings delivered, etc.]*  *[Add the following if specialized subcontractor is permitted:]*  For the following specialized works, the Employer permits specialized subcontractors as per ITA 24.2 and 24.3 *[list and describe nature and characteristics of specialized works]*.  The minimum requirements for specialized subcontractors are *[specify requirements or indicate "as per stated above"]* | Must meet requirement | Must meet requirement[[16]](#footnote-16) | N/A | Must meet the following requirements for the key activities[[17]](#footnote-17) listed below *[list key activities and the corresponding minimum requirements]* | Form EXP‑4.2 |

| Environmental, Social, Health and Safety (ESHS)[[18]](#footnote-18) | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member** | **One Member** |
| **5.1 ESHS Certification(s)** | Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by Applicant), and applicable to the worksite:  *[select the required certifications by checking the appropriate box(es)]* | Must meet requirement | N/A | N/A | Leader must meet requirement |  |
|  | * Quality management certificate ISO 9001[[19]](#footnote-19) |  |  |  |  | Form CER |
|  | * Environmental management certificate ISO 14001[[20]](#footnote-20) |  |  |  |  | Form CER |
|  | * Health and safety management certificate ISO 45001[[21]](#footnote-21) |  |  |  |  | Form CER |
| **5.2 ESHS Documentation** | Availability of in‑house policies and procedures acceptable to the Employer for ESHS management:   1. Existence of an Ethics Charter. 2. Existence of a system for monitoring compliance with ESHS commitments for the Candidate's Subcontractors and all its partners. 3. Existence of official company procedures for the management of the following relevant points:   *[Only select the relevant points (between 3 and 5) that apply for the worksite by checking the appropriate boxes]*   * ESHS resources and facilities and ESHS monitoring organization; * Project Areas management (base camps, quarries, borrow pits, storage areas); * Health & Safety on worksites; * Local recruitment and ESHS trainings of local staff (capacity building), ESHS trainings of subcontractors and local partners (transfer of knowledge); * Relations with stakeholders, information and consultation of local communities and authorities; * Traffic management; * Hazardous products; * Wastewater (effluents); * Protection of water resources; * Atmospheric emissions, noise and vibrations; * Waste management; * Biodiversity: protection of fauna and flora; * Site rehabilitation and revegetation; * Erosion and sedimentation; * Control of infectious and communicable diseases (HIV/AIDS, malaria, etc.). | Must meet requirement | N/A | N/A | Leader must meet requirement | 1. The ESHS Ethics Charter of the company or equivalent must be provided. 2. A procedure or information on how the Bidder ensures that all members of the Joint Venture, Subcontractors, suppliers and temporary labor (i) are aware and (ii) meet ESHS requirements must be provided. 3. Official internal procedure documents on the topics indicated must be provided. |
| **5.3 ESHS Experience** | Experience of *[insert number, generally 2]* construction contracts over the last *[insert number, between 5 to 10]* years, where major ESHS measures were carried out or are on progress satisfactorily and in compliance with international standards. | Must meet requirement | N/A | N/A | Leader must meet requirement | Form EXP‑ESHS with supporting documents **(the Applicant shall submit a piece of evidence supporting the ESHS implementation measures)** |
| ***[This criterion may be deleted if knowledge transfer is not required for this contract]***  **5.4 Specific ESHS Knowledge Transfer Experience** | Experience of one (1) construction contract in developing/ emerging countries over the last five (5) years in which the ESHS knowledge transfer to a local partner or the ESHS capacity building of the Employer’s country staff was carried out satisfactorily. | Must meet requirement | N/A | N/A | Leader must meet requirement | Form EXP‑ESHS with supporting documents **(the Applicant shall submit a piece of evidence supporting the ESHS knowledge transfer or capacity building)** |
| **5.5 ESHS Dedicated Personnel** | Availability of in-house personnel dedicated to ESHS issues: Environmental and Social Manager, and/or Health and Safety Manager. | Must meet requirement | N/A | N/A | Leader must meet requirement | Organizational chart evidencing filled ESHS position(s) |

| Security[[22]](#footnote-22) | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criterion** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Parties Combined** | **Each Member**[[23]](#footnote-23) | **One Member** |  |
| **6.1** **Specific experience in areas with security risks** | Experience of two (2) contracts involving a presence in the country and completed within the last ten (10) years in an area with a similar security risk requiring the implementation of a security plan | Must meet requirement | N/A | Must meet requirement | Leader must meet requirement | Form EXP‑4.2(b): for each experience listed, **the security plan, as well as proof of the implementation of security measures must be provided[[24]](#footnote-24)** |
| **6.2 Security documentation** | Having internal security management procedures and systems for business trips and on worksites | Must meet requirement | N/A | Must meet requirement | Leader must meet requirement | Supply of the following documents acceptable to the Employer:   * Description of the monitoring and alert system * Crisis management procedure |
| **6.3 Repatriation** | Subscription to an emergency repatriation assistance contract | Must meet requirement | N/A | Must meet requirement | Leader must meet requirement | Furnish a certificate from the company that will provide repatriation services |
| **6.4 Security preparation** | Existence and implementation of procedures and tools for preparing employees likely to work or who are working in areas with security risks | Must meet requirement | N/A | Must meet requirement | Leader must meet requirement | Procedures and preparation tools provided at the time of departure **with proof of implementation (proof of awareness-raising or training actions carried out)** |
| **6.5 Dedicated security personnel** | Availability of personnel dedicated to security issues: security officer or equivalent with a minimum of two (2) years of relevant experience within the last seven (7) years | Must meet requirement | N/A | N/A | Leader must meet requirement | Organisational chart highlighting a filled position dedicated to security and the security officer’s CV |

Table 2 – Rated Criteria

***[Note to Employer: The criteria, requirements, maximum scores, weightings and scoring methodology contained in the tables below are examples only and may be modified to suit the nature and complexity of the contract. Only applications that meet all of the qualification criteria in Table 1 are to be assessed against Table 2, Rated Criteria]***

| **Criteria** | **Scoring** | | **Documentation** |
| --- | --- | --- | --- |
| **Requirements** | **Maximum Score** | **Remark** | **Submission Requirements** |
| Contracts for Design and Build | | | |
| **Number of Similar Contracts**  Number of satisfactorily and substantially[[25]](#footnote-25) completed Design and Build contracts that exceed the number specified in Table 1, criterion 4.2 (where this number is N) that are:   1. similar to the Requirements (Table 1, criterion 4.2); and 2. completed during the past\_\_\_\_\_\_\_\_ years. *[insert number equal or more than the number of years specified in Table 1, criterion 4.2].*   **Scoring methodology:**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Number of contracts**  *[Number of satisfactorily and substantially completed similar contracts.]* | *[≥N+5 contracts]* | *[≥N+4 contracts]* | *[N+3 contracts]* | *[N+2 contracts]* | *[N+1 contracts]* | *[N contracts]* | | **Weighting** | ***[100]*** | ***[80]*** | ***[60]*** | ***[40]*** | ***[20]*** | ***[0]*** |   NB: The Applicant shall limit the number of submitted similar contracts references to ten (10) in its Application. | *[For a DBO Contract, select a maximum score between 40 and 50]*  *[For a DB Contract, select a maximum score between 60 and 80]* | In case of JV, all members combined will be evaluated. | Form EXP-4.2 |
| **TOTAL 1** | ***[40 – 50 for a DBO Contract or 60 – 80 for a DB Contract]*** |  |  |
| Contracts for Operation *[For a DBO Contract ‑ To be deleted for a DB Contract]* |  |  |  |
| **Number of Similar Contracts**  Number of:   1. satisfactorily executed Operating contracts that exceed the number specified in Table 1, criterion 4.2 (where this number is N) that are: 2. similar to the Requirements (Table 1, criterion 4.2); and 3. completed during the past\_\_\_\_\_\_\_\_ years. *[insert number equal or more than the number of years specified in Table 1, criterion 4.2].* 4. contracts in operation for more than three (3) years at the time of application submission deadline   **Scoring methodology:**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Number of contracts**  *[Number of satisfactorily and substantially completed similar contracts, and/or contracts in operation for more than 3 years.]* | *[≥ N+5 contracts]* | *[N+4 contracts]* | *[N+3 contracts]* | *[N+2 contracts]* | *N+1 contracts]* | *[N contracts]* | | **Weighting** | ***[100]*** | ***[80]*** | ***[60]*** | ***[40]*** | ***[20]*** | ***[0]*** |   NB: The Applicant shall limit the number of submitted similar contracts references to ten (10) in its Application. | *[select a maximum score between 20 and 30]* | In case of JV, all members combined will be evaluated. | Form EXP-4.2 |
| **TOTAL 2** | ***[20 – 30]*** |  |  |
| Contract Management Capability | | | |
| *[Contract management capability demonstrated in the following key areas:]* | *[select a maximum score]* | In case of JV, the capability of the lead member will be evaluated | Form CMC |
| 1. Description of project management systems and how they will be applied (including status of accreditation with recognized international standards applicable to the industry) | *[10 - 15]* |  |  |
| 1. Understanding of Employer's Requirements (approach to the contract, preliminary timeline/delivery schedule, risk identification), and | *[10 – 15]* |  |  |
| 1. Use of value Engineering, innovation and continuous improvement. | *[10]* |  |  |
| **TOTAL 3** | ***[30 – 40]*** |  |  |
| **TOTAL 1 + 2 + 3** | ***[Insert the total score TOTAL1 + TOTAL2 + TOTAL3](\*)*** |  |  |

(\*): For a DBO Contract, the aggregate maximum score for (TOTAL 1 + 2 + 3) should be 100.

For a DB Contract, as the item N°3 shall become the N°2, the aggregate maximum score for (TOTAL 1 + 2) should be 100.

Section IV – Application Forms

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1. Administrative Forms

Application Submission Form

Date: *[insert day, month, and year]*

IPC No. and Title: *[insert IPC number and title]*

To:  *[insert full name of Employer]*

We, the undersigned, apply to be initially selected for the referenced IPC and declare that:

1. We have examined and have no reservations to the Initial Selection Documents, including Addendum(s) No(s). *[insert the number and issuing date of each addendum]*, issued in accordance with Instructions to Applicants (ITA 8°);
2. We have no conflict of interest in accordance with ITA 4.4;
3. We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITA 4.5;
4. We understand that you reserve the right to annul the initial selection process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name:   
*[insert full name of person signing the Application]*

In the capacity of:   
*[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of:

Applicant’s Name:   
*[insert full name of Applicant or the name of the JV]*

Address:   
*[insert street number/town or city/country address]*

Dated on: \_\_\_\_\_\_\_\_\_\_ *[insert day number]* day of \_\_\_\_\_\_\_\_\_ *[insert month]*, \_\_\_\_\_\_\_\_\_ *[insert year]*

*[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached. In case of a letter of intent to form a joint venture, it shall be attached and all members shall sign it.]*

Statement of Integrity, Eligibility and Environmental and Social Responsibility

*[The content of the Statement if Integrity, Eligibility and Environmental and Social Responsibility depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, the Contracting Authority will select the content of OPTION A and remove the OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, the Contracting Authority will select the content of OPTION B and remove the OPTION A. ]*

*[****OPTION A – Version of the Statement of Integrity to be inserted for any Contract financed with an AFD Financing Agreement signed before the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION B below)*

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:

1. convicted, within the past five years by a court decision, which has the force of *res judicata i*n 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);
2. 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);
3. 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.

1. 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:

1. 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;
2. 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.
3. 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.
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.
5. 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 indented 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.

1. 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[[26]](#footnote-26):

Signature:

Dated:

*End of OPTION A]*

*[****OPTION B – Version of the Statement of Integrity to be inserted for any Contract financed with an AFD Financing Agreement signed on or after the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION A above)*

Reference name of the Bid/Proposal/Contract signed[[27]](#footnote-27) (the **“Contract”**)

To: (the **“Contracting Authority”**)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services , or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,[[28]](#footnote-28) nor any of the members of our joint venture, nor any of our subcontractors, 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, or being in any analogous situation arising from any similar procedure;

2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[29]](#footnote-29) having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:

1. Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
2. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
3. Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010[[30]](#footnote-30) (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

1. We hereby certify that neither we, nor any party acting on our behalf[[31]](#footnote-31), nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
   1. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   2. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions** **measures** adopted by the United Nations, the European Union and/or France;
   3. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
2. We hereby certify that neither we, nor any party acting on our behalf,2 nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been *(in the case of refinancing for a Contract already awarded)*] in any of the following situations of conflict of interest:

4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.

4.2 Having business or family relations with a member of the Contracting Authority’s services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;

4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;

4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;

4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;

4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

1. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
2. In the context of the procurement and performance of the Contract:

6.1 Neither we, nor any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.[[32]](#footnote-32)

6.2 Neither we, nor or any party acting on our behalf,2 nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided *(in the case of refinancing for a Contract already awarded)*] in sectors subject to an embargo by the United Nations, the European Union or France.

1. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,2 any members of our joint venture, and any of our subcontractors undertake to:

7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.

7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.

7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.

7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

1. We, any party acting on our behalf,2 the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
2. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Purpose** | **Amount (indicate the currency)** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(\*): If no amount has been paid or is to be paid, indicate “None”.

1. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of:[[33]](#footnote-33)

Signature:

Dated:

*End of OPTION B]*

Form ELI–1.1:  
Applicant Information Form

Date: *[Insert day, month, year]*

IPC No. and title: *[Insert IPC number and title]*

Page *[insert number]* of *[insert total number]* pages

|  |
| --- |
| Applicant's name:  *[insert full name]* |
| In case of Joint Venture (JV), name of each member:  *[insert full name of each member in JV]* |
| In case of a JV, Applicant's actual or intended country of Constitution:  *[indicate country of Constitution]* |
| Applicant's actual or intended year of Constitution:  *[indicate year of Constitution]* |
| Applicant's legal address (in country of Constitution):  *[insert street / number / town or city / country]* |
| Applicant's authorized representative information:  Name:  *[insert full name]*  Address: *[insert street / number / town or city / country]*  Telephone/Fax numbers:  *[insert telephone/fax numbers, including country and city codes]*  Email address:  *[indicate email address]* |
| 1. Attached are copies of original documents of:  * Articles of Constitution (or equivalent documents of association) of the legal entity named above; * In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.1; * In case of State-owned enterprise or institution, in accordance with ITA 4.3, documents establishing: * Legal and financial autonomy * Operation under commercial law * That the Applicant is not a dependent agency of the Employer  1. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI–1.2:  
Applicant's JV Information Form

*[The following table shall be filled by each member of a Joint Venture and, if applicable, by any specialized subcontractor, and in that case substitute "Applicant's JV member" for "Specialized Subcontractor".]*

Date: *[Insert day, month, year]*

IPC No. and title: *[Insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Applicant name:  *[insert full name]* |
| Applicant's JV member's name:  *[insert full name Applicant's JV Member]* |
| Applicant's JV member's country of Constitution:  *[indicate country of Constitution]* |
| Applicant's JV member's year of Constitution:  *[indicate year of Constitution]* |
| Applicant's JV member's legal address (in country of Constitution):  *[insert street / number / town or city / country]* |
| Applicant's JV member's authorized representative information:  Name:  *[insert full name]*  Address:  *[insert street / number / town or city / country]*  Telephone/Fax numbers:  *[insert telephone/fax numbers, including country and city codes]*  Email address:  *[indicate email address]* |
| 1. Attached are copies of original documents of:  * Articles of Constitution (or equivalent documents of association) of the legal entity named above; * In case of a state-owned enterprise or institution, in accordance with ITA 4.3,documents establishing:   1. Legal and financial autonomy   2. Operation in accordance with commercial law   3. That the Applicant is not a dependent agency of the Employer  1. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

2. Qualification Forms

Form CON‑2:  
Historical Contract Non-Performance, Pending Litigation and Litigation History

*[The following table shall be filled in by the Applicant and each member of a Joint Venture]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Non-Performed Contracts in accordance with Section III ‑ Initial Selection Criteria** | | | |
| * Contract non-performance did not occur since 1st January *[insert current year number less 5]* specified in Section III ‑ Initial Selection Criteria, criterion 2.1. * Contract(s) not performed since 1st January *[insert current year number less 5]* specified in Section III ‑ Initial Selection Criteria, criterion 2.1, as indicated below: | | | |
| **Year** | **Non‑performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street / number / city of town / country]*  Reason(s) for non‑performance: *[indicate main reason(s)]* | *[insert amount]* |

|  |  |  |  |
| --- | --- | --- | --- |
| **Pending Litigation, in accordance with Section III ‑ Initial Selection Criteria** | | | |
| * No pending litigation in accordance with Section III ‑ Initial Selection Criteria, criterion 2.3 * Pending litigation in accordance with Section III ‑ Initial Selection Criteria, criterion 2.3, as indicated below: | | | |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert amount]* | Contract Identification: *[Indicate complete contract name, number, and any other identification]*  Name of Employer: *[Insert full name]*  Address of Employer: *[Insert street / number / city of town / country]*  Matter in dispute: *[Indicate main issues in dispute]*  Party who initiated the dispute: *[Indicate "Employer" or "Contractor"]*  Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary, specify "pending" or "settled"]* | *[insert amount]* |
| *[insert year]* | *[insert amount]* | … | *[insert amount]* |
| *…* | *…* | … | *…* |

Form FIN–3.1:  
Financial Situation and Performance

*[The following table shall be filled in by the Applicant and each member of a Joint Venture.]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

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1. **Financial data**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Financial information in *[indicate currency]*** | **Historic information for previous *[insert number, in figure and in words]* years**  **(amount in *[indicate currency, exchange rate, US$equivalent]*)** | | |
| Year 1 | Year 2 | Year 3 |
| **Statement of financial position (information from balance sheet)** | | | |
| Total assets (TA) |  |  |  |
| Total financial liabilities[[34]](#footnote-34) |  |  |  |
| Total equity/Net worth (NW) |  |  |  |
| Current assets |  |  |  |
| Current liabilities |  |  |  |
| Working capital (WC) |  |  |  |
| **Information from income statement** | | | |
| Total revenue |  |  |  |
| Earnings before interest, taxes, depreciation, and amortization (EBITDA)[[35]](#footnote-35) |  |  |  |
| Earnings before taxes (EBT) |  |  |  |
| **Cash flow information** | | | |
| Cash flow from operating activities |  |  |  |

1. **Financial documents**

The Applicant and in case of a JV, each member shall provide copies of financial statements for *[insert number]* years pursuant Section III, Initial Selection Criteria, criterion 3.1. The financial statements shall:

1. Reflect the financial situation of the Applicant or in case of a JV, each member, and not an affiliated entity (such as parent company or subsidiary);
2. Be independently audited or certified in accordance with local legislation;
3. Be complete, including all notes to the financial statements;
4. Correspond to accounting periods already completed and audited.

* Attached are copies of financial statements[[36]](#footnote-36) for the *[insert number]* years required above and complying with the requirements

Form FIN–3.2:  
Annual Turnover

*[The following table shall be filled in by the Applicant and each member of a Joint Venture]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Year** | **Annual turnover data** | | |
| **Amount and currency[[37]](#footnote-37)** | **Exchange rate[[38]](#footnote-38)** | **US$ equivalent** |
| *[Indicate calendar yeat]* | *[insert amount and indicate currency]* | *[insert exchange rates used to calculate the US$ equivalent]* | *[insert US$ equivalent]* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  | Average Annual Turnover[[39]](#footnote-39) |  |

Form FIN–3.3:  
Financial Resources

*[The following table shall be filled in by the Applicant and all parties combined in case of a Joint Venture]*

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as specified in Section III, Initial Selection Criteria.

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Form FIN–3.4:  
Current Contract Commitments / Works in Progress

Applicants and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Completion Certificate has yet to be issued.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Current Contract Commitments** | | | | | |
| **No.** | **Name of Contract** | **Employer's Contact Address, Telephone and Fax** | **Value of Outstanding Work (Current US$ Equivalent)** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months (US$/month)** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| … |  |  |  |  |  |

Form EXP–4.1:  
General Experience

*[The following table shall be filled in by the Applicant and each member of a Joint Venture]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

*[Pursuant to Section III, Initial Selection Criteria, criterion 4.1, list contracts over the past [number] years, chronologically, according to their commencement (starting) dates.]*

| **Sarting Year** | **Ending Year** | **Contract Identification** | **Role of Applicant** |
| --- | --- | --- | --- |
| *[Indicate year]*  *\_\_\_\_\_\_\_\_\_\_* | *[Indicate year]*  *\_\_\_\_\_\_\_\_\_\_* | Contract name: *[insert full name]*  Brief Description of the contracts performed by the Applicant: *[describe contracts performed briefly]*  Amount of contract: *[insert amount in currency, mention currency used, exchange rate and US$ equivalent]*  Name of Employer: *[indicate full name]*  Address: *[indicate street/number/town or city/country]* | *[insert "Prime Contractor” or "JV Member" or "Subcontractor" or "Management Contractor"]*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| … | … | … | … |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Form EXP–4.2:  
Specific Experience

*[The following table shall be filled in for contracts performed by the Applicant and each member of a Joint Venture and specialized subcontractor if any]*

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

Subcontractor's Name[[40]](#footnote-40) (as per ITA 24.3): *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No: *[insert number]* of *[insert number of similar contracts required]*** | **Information** | | | | |
| Contract Identification: | *[Insert contract name and number, if applicable]* | | | | |
| Award Date: | *[Insert day, month, year, i.e. 15 June, 2015]* | | | | |
| Completion Date: | *[Insert day, month, year, i.e. 03 October, 2017]* | | | | |
| Role in Contract: *[check the appropriate box]* | 🞏 Prime Contractor | 🞏 Member in JV | | 🞏 Management Contractor | 🞏 Subcontractor |
| Total Contract Amount: | *[Insert total contract amount in local currency]* | | | | US$ *[Insert Exchange rate and total contract amount in US$ equivalent]* |
| If member is a JV or subcontractor, specify participation in total Contract amount: | *[Insert a percentage amount]* | | *[Insert total contract amount in local currency]* | | *[Insert exchange rate and total contract amount in US$ equivalent]* |
| Employer's Name: | *[Insert full name]* | | | | |
| Address: | *[Indicate street / number / town or city / country]* | | | | |
| Telephone/Fax numbers: | *[Insert telephone/fax numbers, including country and city area codes]* | | | | |
| Email: | *[Insert email address, if available]* | | | | |

**Form EXP–4.2 (cont.):  
Specific Experience (cont.)**

Applicant’s Name: *[insert full name]*

JV Member’s Name: *[insert full name]*

|  |  |
| --- | --- |
| **Similar Contract No: *[insert number]* of *[insert number of similar contracts required]*** | **Information** |
| **Description of the similarity in accordance with criterion 4.2 of Section III ‑ Initial Selection Criteria** | |
| 1. Amount | *[insert amount in local currency, exchange rate, US$ in letters and numbers]* |
| 1. Physical size | *[Insert physical size of contract]* |
| 1. Compliance with key minimum requirements | *[Describe how the contract meets the key minimum requirements listed in Table 1, criterion 4.2]* |
| 1. Other Characteristics | *[Insert other characteristics, as described in Section VII, Scope of Employer's Requirements]* |

Form CMC:  
Contract Management Capability

*[The Applicant shall demonstrate Contract Management Capabilities in accordance with Table 2]*

1. Description of project management system/s and how they will be applied (including status of accreditation with recognized international standards applicable to the industry)(\*)
2. Understanding of Employer's Requirements(\*) (approach to the contract, preliminary timeline, risk identification), and
3. Use of value Engineering, innovation and continuous improvement(\*).

(\*): The total number of pages submitted should not exceed five (5) pages.

Form CER:  
Quality Management / Environmental, Social, Health and Safety (ESHS) Certification

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

Certification *[Quality / Environmental / Health and Security]  
[Delete as appropriate]*

|  |  |
| --- | --- |
| **DESCRIPTION** | **INFORMATIONS** |
| Identification of the certificate: | *[Insert full name of the certificate]* |
| Date of Issue: | *[Insert day, month, year]* |
| Areas covered by the certificate | *[Insert activities and locations]* |
| Expiry Date: | *[Insert day, month, year]* |
| Issuer's Name: | *[Insert full name]* |
| Address: | *[Insert street / number / town or city / country]* |
| Telephone/Fax numbers: | *[Insert phone/fax numbers, including country and city area codes]* |
| Email: | *[Insert email address, if available]* |
| Compliance with international standards: | The certificate is *[ISO 9001, ISO 14001, ISO 45001] [select as appropriate]*  🞏 Yes / 🞏 No |
| If no, proof of conformity with ISO standards by the Applicant: | The applicant shall provide a conformity assessment of its certificate by an internationally recognized Accredited Certification Body. |

**The Applicant shall fill this Form for each Certification required under criterion 5.1 of Section III ‑ Initial Selection Criteria**

Form EXP–ESHS:  
Environmental, Social, Health and Safety (ESHS) Experience

Applicant’s Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member’s Name: *[insert full name]*

IPC No. and title: *[insert IPC number and title]*

Page *[insert page number]* of *[insert total number]* pages

| **Similar Contract No. *[insert specific number]* of *[total number of contracts]* required** | **Information** | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Contract Identification: | *[Insert contract name and number, if applicable]* | | | | | |
| Short Project Description (main scope and key values of project): | *[Insert short project description]* | | | | | |
| Award Date: | *[Insert day, month, year]* | | | | | |
| Completion Date: | *[Insert day, month, year]* | | | | | |
| Role in contract: *[Check the appropriate box]* | 🞏 Prime Contractor | 🞏 Member in JV | | 🞏 Management Contractor | | 🞏 Subcontractor |
| Total Contract Amount: | *[Insert total contract amount in local currency]* | | | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert total contract amount in US$ equivalent]* | |
| If party in a JV or Subcontractor, specify participation of Total Contract Amount | \_\_\_\_\_\_\_\_\_\_\_\_ % *[Insert a percentage amount]* | | \_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert total contract amount in local currency]* | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert total contract amount in US$ equivalent]* | |
| Employer's Name | *[Insert full name]* | | | | | |
| Address: | *[Insert street / number / town or city / country]* | | | | | |
| Telephone/Fax numbers: | *[Insert telephone/fax numbers, including country and city area codes]* | | | | | |
| Email: | *[Insert email address, if available]* | | | | | |
| Description of the ESHS challenges and measures implemented under the contract: |  | | | | | |
| 1. ESHS Challenge | *[Insert description]* | | | | | |
| 1. ESHS Risk Assessment Level | *[Insert classification of risk assessment as per development bank classification if applicable]* | | | | | |
| 1. ESHS implemented measures (as per criterion 5.3 of Section III ‑ Initial Selection Criteria) | *[Provide a document supporting the implementation of ESHS measures, acceptable to the Employer[[41]](#footnote-41)]* | | | | | |
| 1. ESHS Knowhow Transfer or ESHS Local Staff Capacity Building (as per criterion 5.4, if any, of Section III ‑ Initial Selection Criteria) | *[Provide evidence of successful[[42]](#footnote-42):*   * *ESHS knowhow transfer to local partners or subcontractors; or* * *ESHS capacity building to local staff under the contract.]* | | | | | |

Section V – Eligibility Criteria

**Eligibility in AFD‑Financed Procurement**

*[The content of this Section V – Eligibility Criteria depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, the Contracting Authority will select the content of OPTION A and remove the OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, the Contracting Authority will select the content of OPTION B and remove the OPTION A. ]*

*[****OPTION A – Version to be maintained for any Contract financed with an AFD Financing Agreement signed before the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION B below)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. 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. Natural or legal Persons[[43]](#footnote-43) (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD‑financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:

2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;

2.2 Have been:

1. 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, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
2. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
3. 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 Are 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 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;

2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.

1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

*End of OPTION A]*

*[****OPTION B – Version to be maintained for any Contract financed with an AFD Financing Agreement signed on or after the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION A above)*

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes.
2. A Person[[44]](#footnote-44) may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors[[45]](#footnote-45), employees or agents (be it declared or not):
   1. Is bankrupt, being wound up or ceasing its activities, is having its activities administered by the courts, has entered into receivership, or is in any analogous situation arising from any similar procedure;
   2. Has, within the past five years, been subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution[[46]](#footnote-46) having notably an extinctive effect on public action, either (i) in the country of constitution of the Person, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution or (v) pronounced by a competent authority in France, for:
3. Prohibited Practices[[47]](#footnote-47), or any other offence committed in the context of the procurement or performance of a Contract, subject to additional information, such as a compliance program, that such Person (or, respectively, their subcontractor, Director, employee or agent) may consider useful to provide in the context of the Statement of Integrity, that would give grounds to consider that this sanction, conviction or other resolution is not relevant in the context of the present Contract;
4. Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
5. Having created an entity in a different jurisdiction with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction where it has its registered office, its central administration or its principal place of business, or for being an entity created with the intention of avoiding such obligations;
   1. Has been subject to a termination fully settled against it within the past five years due to a significant or persistent breach of its contractual obligations during the performance of a Contract, unless (i) such termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against it.;
   2. Has been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010.[[48]](#footnote-48) In the event of such ineligibility, the Person may attach additional information to the Statement of Integrity that would give grounds to consider that this ineligibility is not relevant in the context of this Contract;
   3. Has not fulfilled their obligations relating to the payment of their taxes or social contributions, in accordance with the legal provisions of their country of incorporation, or those of the country of the Contracting Authority;
   4. Has produced falsified documents or has been guilty of misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. In addition, a Person may not be awarded an AFD‑financed Contract if, on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it or any of its subcontractors, Directors, employees, agents (be it declared or not), direct or indirect shareholders, or subsidiaries, acting with its knowledge or consent:

3.1 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to individual sanctions measures adopted by the United Nations, the European Union and/or France;

3.2 Is directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to sectoral sanctions measures adopted by the United Nations, the European Union and/or France;

3.3 Is ineligible for the implementation of the Project by way of any other international sanctions measures pronounced by the United Nations, the European Union or France.

1. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD’s satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

*End of OPTION B]*

Section VI – AFD Policy - Prohibited Practices – environmental and social responsibility

*[The content of this Section VI depends on the signing date of the AFD Financing Agreement that covers all or part of the financing of this Contract.*

* *For all contracts financed by AFD through a Financing Agreement signed before the 1st of February 2024, the Contracting Authority will select the content of OPTION A and remove the OPTION B;*
* *For all contracts financed by AFD through a Financing Agreement signed on or after the 1st of February 2024, the Contracting Authority will select the content of OPTION B and remove the OPTION A. ]*

*[****OPTION A – Version to be maintained for any Contract financed with an AFD Financing Agreement signed before the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION B below)*

1. **Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during 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.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD‑financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

1. Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the contract;
2. Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants, subconsultants or their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

1. Corruption of a Public Officer means:

* The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person[[49]](#footnote-49) or entity, for such Public Officer to act or refrain from acting in his official capacity; or
* The act by which a Public Officer solicits or accepts, directly or indirectly, 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.

1. A Public Officer shall be construed as meaning:

* Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural 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 natural Person occupies;
* Any other natural Person who performs a public function, including for a State institution or a State‑owned company, or who provides a public service;
* Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.

1. Corruption of a Private Person[[50]](#footnote-50) means:

* The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
* The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

1. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
2. Anti‑competitive practices mean:

* Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
* Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
* Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

1. **Environmental and social responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD‑financed contracts shall consequently undertake in the Statement of Integrity to:

1. Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
2. Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

*End of OPTION A]*

*[****OPTION B – Version to be maintained for any Contract financed with an AFD Financing Agreement signed on or after the 1st of February 2024.***

*(Otherwise, delete this section and keep only the OPTION A above)*

* + - 1. **Prohibited Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants shall respect the highest ethical principles during the procurement and performance of Contracts.

For the purpose of this provision, AFD introduces the concept of Prohibited Practices, reffering to acts as defined in the “General Policy to Prevent and Combat Prohibited Practices”[[51]](#footnote-51) available on the AFD website and in the document titled “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”[[52]](#footnote-52).

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that they have not engaged, nor will they engage, in any Prohibited Practices during the procurement and execution of the Contract.

A Person[[53]](#footnote-53) or any of its subcontractors, Directors[[54]](#footnote-54), employees or agents (be it declared or not), may not be awarded an AFD‑financed Contract if on the date of submission of its Application, Bid, Proposal or Quotation, or at any time between this date and that of the corresponding Contract award, it has engaged in a Prohibited Practice, directly or by means of an agent (be it declared or not), for the purpose of being awarded this Contract.

Moreover, AFD requires including in the procurement documents and AFD‑financed contracts a provision requiring that applicants, bidders, suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to investigate, innncluding the inspection of their accounts and records relating to the procurement process and performance of the AFD‑financed contract, and to have them audited by auditors appointed by AFD.

For the purpose of detecting and effectively combating Prohibited Practices, AFD has established a whistleblowing mechanism open to third parties: anyone can thereby directly report an allegation of a Prohibited Practice to AFD’s Investigations Function, either:

* By e-mail, to the address [investigationsGroupeAFD@tutanota.com](mailto:investigationsGroupeAFD@tutanota.com), or
* By sending a letter to AFD’s Compliance Department, 5 rue Roland Barthes, 75012 Paris.

## **Environmental, Social, Health and Safety (ESHS) Responsibility, and Security**

In order to promote sustainable development, AFD seeks to ensure that internationally recognized ESHS standards are complied with in the Contracts it finances. Consequently, the applicants, bidders, consultants and their subcontractors shall undertake, by signing the Statement of Integrity, to:

* + - * 1. Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
        2. Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
        3. Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
        4. Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
        5. Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

*End of OPTION B]*

PART 2 – Employer's Requirements

Section VII – Scope of Employer's Requirements

*[The Scope of Employer's Requirements should provide sufficient information for an Applicant to decide whether or not to compete, whether it will need to form a Joint Venture and to prepare supporting documentation to meet the requirements specified under Section III, Table 2, Rated Criteria and Requirements.]*

The scope of Employer's Requirements shall cover as a minimum:

1. Description of the Works (Design-Build) with performance requirements;
2. Description of Operation (duration and services to provide) *[for a DBO Contract – To be deleted in case of a DB Contract]*;
3. Implementation Period; and
4. Other relevant data such as general information on the climate, hydrology, topography, geology, access to site, transportation and communications facilities, medical facilities, project layout, facilities, and services provided by the Employer.

1. Or any other French Ministry responsible for the ranking of foreign countries' security condition, if applicable. [↑](#footnote-ref-1)
2. *[Insert the following if applicable:]* This contract will be jointly financed by *[insert name of co-financing agency].* [↑](#footnote-ref-2)
3. A brief description of the type(s) of Works (Design, Build and Operate) or Works (Design and Build) should be provided, including key performance/functional requirements, location, key qualification requirements and other information necessary to enable Applicants to decide whether or not to respond to this invitation for Initial Selection. Initial selection documents may require applicants to have specialized experience or capabilities; such requirements should also be included in this paragraph. [↑](#footnote-ref-3)
4. Insert this sentence if applicable. [↑](#footnote-ref-4)
5. The fee, if any, shall be to defray printing and mailing/shipping costs and shall be nominal. [↑](#footnote-ref-5)
6. For example, cashier’s check, direct deposit to specified account, etc. [↑](#footnote-ref-6)
7. The time allowed for preparation of the initial selection submission should be sufficient for Applicants to gather all the information required, generally not less than three weeks after the date the documents are available or the last date of the advertisement, whichever is later. [↑](#footnote-ref-7)
8. The Employer should insert here the total requirement for the Subject Contract (for both, single entity and all partners combined) as defined in Criterion 3.1(i) of Section III. [↑](#footnote-ref-8)
9. The Employer should insert here the required share for the leader as defined in Criterion 3.1(i) of Section III, if applicable. [↑](#footnote-ref-9)
10. The employer should insert here the required share for each JV Member as defined in Criterion 3.1(i) of Section III, if applicable. [↑](#footnote-ref-10)
11. Non-performance shall include all terminations of contracts where (a) non‑performance was not challenged by the Applicant, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Applicant. Non‑performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. [↑](#footnote-ref-11)
12. This requirement also applies to contracts executed by the Applicant as JV member. [↑](#footnote-ref-12)
13. The similarity shall be based on the physical size, complexity and technicity of the works. Adding up small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted. [↑](#footnote-ref-13)
14. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-14)
15. For contracts under which the Applicant participated as a joint venture member or subcontractor, only the Applicant’s share, by value, shall be considered to meet this requirement. [↑](#footnote-ref-15)
16. In the case of a JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. For instance, if the criterion mentions "two (2) contracts with a minimum value of 50M$ each", a JV composed of 3 members and having carried out four (4) contracts of 30M$ each shall not be qualified. On the other hand, if 2 of the 3 members of the JV each carried out one (1) contract of 50M$, the criterion is met, even if the third member does not have any contract of this value. [↑](#footnote-ref-16)
17. For example, experience of works while in operation may be required under this criterion. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities). [↑](#footnote-ref-17)
18. ***[Those ESHS qualification criteria may be reduced or deleted if the worksite management is of minor E&S impact.]*** [↑](#footnote-ref-18)
19. *[The ISO 9001 certification covers the principles of quality management, including a strong customer focus, motivation and commitment of management, process approach and continuous improvement.* ***This certification is to be required in case of complex organization of the worksite****.]* [↑](#footnote-ref-19)
20. *[The ISO 14001 certification defines the criteria for an environmental management system.* ***This certification is to be required in case of environmental issues of the worksite.]*** [↑](#footnote-ref-20)
21. *[The ISO 45001 certification defines a management system for health and safety at work with the overall objective of preventing the occurrence of work related injuries and diseases among workers and providing safe and healthy workplaces.* ***This certification is to be required in case of health and safety issues.****]* [↑](#footnote-ref-21)
22. *[****These security qualification criteria must only be included if the Works will be performed in area labelled as orange or red by the French Ministry of European and Foreign Affairs (or any other French Ministry responsible for the ranking of foreign countries' security condition, if applicable).]*** [↑](#footnote-ref-22)
23. *[With the exception of companies that have their registered office in the country of the Employer (except the Leader of the JV, which must meet each of the criteria).]* [↑](#footnote-ref-23)
24. *[Proof of acceptable implementation: contract or certification of a contract with security companies, proof of security training before departure on-site, security service provider invoices, proof of crisis simulation tests or an audit of the security plan.]* [↑](#footnote-ref-24)
25. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-25)
26. 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. [↑](#footnote-ref-26)
27. In the case of a Contract already signed to be refinanced. [↑](#footnote-ref-27)
28. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not). [↑](#footnote-ref-28)
29. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings. [↑](#footnote-ref-29)
30. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development. [↑](#footnote-ref-30)
31. Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not). [↑](#footnote-ref-31)
32. For informational purposes, this policy can be accessed *via* the following link: <https://www.afd.fr/en/combating-corruption>. [↑](#footnote-ref-32)
33. In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant. [↑](#footnote-ref-33)
34. Means any financial indebtedness for and in respect of:

    any monies borrowed on a short, medium or long-term basis;

    any bank overdraft;

    any amounts raised pursuant to any bills of exchange issued to a third party (or any dematerialised equivalent of such instrument);

    any amounts raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instruments;

    the amount of any liability in respect of any lease or hire purchase contract which would be treated as a finance or capital lease;

    receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis). [↑](#footnote-ref-34)
35. Means, for any given year, the aggregate of:

    (+) net income

    (+) tax expense

    (+/-) extraordinary income or expense

    (+/-) financial result

    (+/-) net foreign exchange losses or gains

    (+) net depreciation and amortization allowances and provisions [↑](#footnote-ref-35)
36. If the most recent set of financial statements is for a period earlier than 12 months from the date of application, the reason for this should be justified. [↑](#footnote-ref-36)
37. The indicated turnover amounts must be identical as those appearing on the financial statements. [↑](#footnote-ref-37)
38. Refer ITA 14 for date and source of exchange rate. [↑](#footnote-ref-38)
39. Total US$ equivalent for all years divided by the total number of years. See Section III, Table 1, Qualification Criteria, 3.2. [↑](#footnote-ref-39)
40. If permitted by the Employer under "specialized activities" in Table 4.2 of Section III, Initial Selection Criteria. [↑](#footnote-ref-40)
41. For example ESHS activity reports, ESHS final reports, ESHS inspection reports, supervision Engineer's reports, etc. Only documents evidencing implementation of ESHS measures shall be accepted. [↑](#footnote-ref-41)
42. For example ESHS activity reports presenting training activities, training materials with attendance sheets, etc. Only documents evidencing ESHS knowhow transfer or ESHS local staff capacity building shall be accepted. [↑](#footnote-ref-42)
43. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-43)
44. Means any natural or legal person, as well as any association or group of several such persons [↑](#footnote-ref-44)
45. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-45)
46. Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Admission of Guilt (CRPC), a negotiated resolution agreement, or any other similar form of transaction ending the proceedings. [↑](#footnote-ref-46)
47. As defined in Section VI – AFD Policy – Prohibited Practices – environmental and social responsibility [↑](#footnote-ref-47)
48. World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank and European Bank for Reconstruction and Development. [↑](#footnote-ref-48)
49. Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status). [↑](#footnote-ref-49)
50. Means any natural Person other than a Public Officer. [↑](#footnote-ref-50)
51. For more information, this Policy is available on the following link : https://www.afd.fr/en/combating-corruption [↑](#footnote-ref-51)
52. For more information, the Procurement Guidelines are available on the following link : https://www.afd.fr/en/bid-invitations-and-procurement [↑](#footnote-ref-52)
53. Means any natural or legal person, as well as any association or group of several such persons. [↑](#footnote-ref-53)
54. Means any natural person who is a member of the administrative, management or supervisory bodies of a legal entity, or who is vested with powers of representation, decision-making, or control over a legal entity. [↑](#footnote-ref-54)