

ANNEX 03.10 - Declaration of Integrity, Eligibility, and Environmental and Social Responsibility

Title of the Offer or Proposal _____ (the "Contract")

To: _____ (the "Contracting Authority")

1. We acknowledge and accept that the Comité de Coopération avec le Laos (CCL) finances the Contracting Authority's projects only under its own conditions, which are determined by the Financing Agreement that binds it directly or indirectly to the Contracting Authority. Consequently, there can be no legal link between the CCL and our company, our consortium, our suppliers, contractors, consultants, and subcontractors. The Contracting Authority retains sole responsibility for the preparation and implementation of the procurement process and its execution. Depending on whether the contracts are for work, supplies, equipment, intellectual services (consultants), or other services, the Contracting Authority may also be referred to as the Client or Buyer.
2. We certify that we, and none of the members of our consortium, nor our suppliers, contractors, consultants, and subcontractors, are in any of the following situations:

2.1. Being in a state of or having undergone a procedure of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity, or being in any analogous situation resulting from a procedure of the same nature;

2.2. Having been subject to:

- A conviction pronounced within the last five years by a judgment with the force of res judicata in the country of Contract execution, for fraud, corruption, or any offense committed in the context of the award or execution of a contract (in the event of such a conviction, we have the possibility to attach to this Declaration of Integrity the additional information that would allow considering that this conviction is not relevant in the context of the Contract);
- An administrative sanction pronounced within the last five years by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption, or any offense committed in the context of the award or execution of a contract (in the event of such a sanction, we may attach to this Declaration of Integrity the additional information that would allow considering that this sanction is not relevant in the context of the Contract);
- A conviction pronounced within the last five years by a judgment with the force of res judicata, for fraud, corruption, or any offense committed in the context of the award or execution of a contract financed by the CCL;

2.3. Being listed on the financial sanctions lists adopted by the United Nations, the European Union, and/or France, notably in the context of the fight against the financing of terrorism and against threats to international peace and security;

2.4. Having been subject to a termination pronounced at our sole fault within the last five years due to a serious or persistent breach of our contractual obligations during the execution of a previous contract, provided that this sanction has not been contested by us or has not resulted in a court decision overturning the termination at our sole fault;

2.5. Not having fulfilled our obligations regarding the payment of our taxes according to the legal provisions of the country where we are established or those of the Contracting Authority's country;

2.6. Being subject to an exclusion decision by the World Bank and being listed on the list published at the electronic address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Declaration of Integrity the additional information that would allow considering that this exclusion decision is not relevant in the context of the Contract);

2.7. Having produced false documents or being guilty of false declaration(s) in providing the information required by the Contracting Authority in the context of the present procurement and award process of the Contract.

3. We certify that we, and none of the members of our consortium nor our suppliers, contractors, consultants, and subcontractors, are in any of the following conflict of interest situations:

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

3.2. Having business or family relationships with a member of the Contracting Authority's services involved in the procurement process of the Contract or the supervision of the resulting Contract, unless the resulting conflict has been brought to the attention of the CCL and resolved to its satisfaction;

3.3. Controlling or being controlled by another bidder or consultant, being under the control of the same company as another bidder or consultant, receiving or attributing directly or indirectly subsidies from another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant allowing us to have and give access to the information contained in our respective offers or proposals, to influence them, or to influence the decisions of the Contracting Authority;

3.4. Being engaged in an intellectual services mission that, by its nature, may prove incompatible with our missions on behalf of the Contracting Authority;

3.5. In the case of a procedure for the award of a contract for works, supplies, or equipment:

- Having prepared ourselves or having been associated with a consultant who prepared specifications, plans, calculations, and other documents used in the context of the procurement procedure of the Contract;
- Being ourselves, or one of the firms with which we are affiliated, recruited or to be recruited by the Contracting Authority to perform the supervision or control of the works under the Contract.

4. If we are a public establishment or a public company, to participate in a competitive bidding process, we certify that we enjoy legal and financial autonomy and that we are managed according to commercial law rules.
5. We undertake to promptly inform the Contracting Authority, who will inform the CCL, of any change in situation regarding the above points 2 to 4.
6. In the context of the award and execution of the Contract:

6.1. We have not and will not commit any unfair practice (action or omission) intended to deliberately deceive others, to intentionally conceal elements from them, to surprise or vitiate their consent, or to have them circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

6.2. We have not and will not commit any unfair practice (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.

6.3. We have not and will not promise, offer, or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative, or judicial mandate within the Contracting Authority's State, whether appointed or elected, permanently or not, remunerated or not, and regardless of their hierarchical level, (ii) any other Person who exercises a public function, including for a public body or a public company, or who provides a public service, or (iii) any other Person defined as a public agent in the Contracting Authority's State, any undue advantage of any kind, for themselves or for another person or entity, so that they perform or refrain from performing an act in the exercise of their official functions.

6.4. We have not and will not promise, offer, or grant, directly or indirectly, to any Person who directs a private sector entity or works for such an entity, in any capacity, any undue advantage of any kind, for themselves or for another Person or entity, so that they perform or refrain from performing an act in violation of their legal, contractual, or professional obligations.

6.5. We have not and will not commit any act likely to influence the procurement process of the Contract to the detriment of the Contracting Authority and, in particular, any anti-competitive practice aimed at or resulting in preventing, restricting, or distorting competition, notably by tending to limit access to the Contract or the free exercise of competition by other companies.

6.6. We, or any member of our consortium, or any subcontractor, will not acquire or supply material and will not intervene in sectors under embargo by the United Nations, the European Union, or France.

6.7. We undertake to respect and ensure that all our subcontractors respect the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for environmental protection, in accordance with the laws and regulations applicable in the country of Contract execution. Furthermore, we undertake to implement the measures to

mitigate environmental and social risks when indicated in the environmental and social management plan provided by the Contracting Authority.

7. We, the members of our consortium, our suppliers, contractors, consultants, and subcontractors, authorize the CCL to examine the documents and accounting records related to the award and execution of the Contract and to submit them for verification to auditors designated by the CCL.

Name: _____ As: _____ Duly

authorized to sign for and on behalf of: _____

Signature: _____

Date: _____
