# Declaration of Undertaking

Reference name of the Application/Offer/Proposal/Contract: (the "**Contract**")[1]

To: (the "**Project Executing Agency**")

1. We acknowledge and accept that the KfW only finances the projects of the Project Executing Agency ("PEA")[2] subject to its own conditions, which are set out in the Grant Agreement entered with the PEA. Consequently, no legal relationship exists between the KfW and our company, our Consortium, or our Subcontractors in the context of the Contract. The PEA holds the sole responsibility for the preparation and implementation of the Tender procedure and the execution of the Contract.

2. We certify that we are not, nor are any members of the board of directors or legal representatives or any other member of our Consortium, including Subcontractors within the Contract, in any of the following situations:

   2.1) are or have been the object of bankruptcy, liquidation, receivership, safeguarding, cessation of activities, or in any other similar situation;

   2.2) have been convicted by a final judgment or a final administrative decision, or subject to economic sanctions by the United Nations, the European Union, or Germany due to involvement in a criminal organization, money laundering, terrorism-related offenses, child labor, or human trafficking; this exclusion criterion is also applicable to legal entities whose majority of shares are held or controlled *de facto* by individuals or legal entities that have themselves been subject to such convictions or sanctions;

   2.3) have been the subject of a conviction pronounced by a final judgment or a final administrative decision by a court of law, by the European Union, by national authorities of the Partner Country, or in Germany for sanctionable practice in connection with a Tender procedure or the execution of a Contract, or any irregularity affecting the financial interests of the European Union *(in the assumption of such a conviction, the* Applicant *or* Bidder *shall attach to this Declaration of Undertaking the complementary information to be able to consider that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been adopted in response thereto)*;

   2.4) have been the subject of a Contract rescission pronounced for causes attributable to us within the last five years, due to a serious or consistent breach of our contractual obligations during the execution of a Contract, except if this rescission was the subject of a challenge and the resolution of the dispute is still in progress or has not confirmed a judgment against us;

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[1] Capitalized terms used, but not defined in this Declaration of Undertaking, have the meaning assigned to the term in question in the *"Guidelines for the Procurement of Consulting Services, Works, Goods, Plant, and Non-Consulting Services under the Financial Cooperation with Partner Countries"* of KfW.

[2] The PEA is, as the case may be, the procuring party, the employer, the contracting entity for the acquisition of Consulting services, works, plant, Goods or Non-Consulting Services.

2.5) failing to comply with our obligations regarding the payment of our taxes in accordance with the legal provisions of the country in which we are incorporated or those of the country of the PEA;

2.6) be subject to an exclusion decision pronounced by the World Bank or by another multilateral development bank and, therefore, be included in the list published on the website http://www.worldbank.org/debarr or on the corresponding list of any other multilateral development bank *(on the assumption of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking the complementary information to be able to consider that this exclusion is not relevant to this Contract and that, in response, adequate compliance measures have been undertaken)*; or

2.7) have made false statements when providing the information required to participate in this tender process.

3. We certify that neither we nor any members of our Consortium nor any of our Subcontractors in the context of the Contract are not in any of the following situations regarding conflict of interest:

3.1) be a subsidiary controlled by the PEA or a shareholder controlling the PEA, unless the resulting conflict of interest has been brought to the attention of KfW and has been resolved to their satisfaction;

3.2) have business or family relationships with PEA personnel involved in the Procurement Process or the oversight of the resulting Contract, unless the resulting conflict has been brought to the attention of KfW and has been resolved to their satisfaction;

3.3) control or be controlled by another Applicant or Bidder, be under common control with another Applicant or Bidder, receive from or award grants directly or indirectly to another Applicant or Bidder, or have the same legal representative as another Applicant or Bidder, maintain direct or indirect contacts with another Applicant or Bidder that allow us to have or give access to the information contained in our respective Applications or Bids/Proposals, have an influence over them, or influence the decisions of the PEA;

3.4) be providing a consulting service that, by its nature, may be incompatible with the services to be rendered to the PEA;

3.5) in the case of a Procurement Process of Works or Plant or Goods:

i. have prepared or been associated with a person who has prepared specifications, blueprints, calculations, or any other documentation intended for use in the Procurement Process of this Contract;

ii. we or one of our affiliated companies have been engaged or proposed to be engaged to carry out the oversight or inspection of the Works in the context of this Contract;

4. If we are a state-owned entity, in order to participate in a Procurement Process, we certify that we are legally and economically autonomous and that we are governed by the laws and regulations of commercial law.

5. We pledge to inform the PEA, which will, in turn, inform KfW of any changes in the situation related to items 2 to 4 above.

6. In the context of the Procurement Process and execution of the corresponding Contract:

6.1) neither we nor any member of our Consortium nor any of our Subcontractors in the context of the Contract have engaged in any practices sanctionable during the Procurement Process, and, in the event we are awarded a Contract, we will not engage in any practices sanctionable during the execution of the Contract;

6.2) neither we nor any member of our Consortium nor any of our Subcontractors under the Contract will procure or supply equipment or operate in any sector that is under United Nations, European Union, or German embargo; and

6.3) we pledge to comply and to enforce compliance by our Subcontractors and principal suppliers under the Contract with international environmental and labor standards in accordance with the laws and regulations applicable in the country in which the Contract is implemented and with the core conventions of the International Labor Organization[3] (ILO) and international environmental treaties. Furthermore, we pledge to implement any environmental and social risk mitigation measures, as indicated in the environmental and social management plans or other similar documents provided by the PEA, and, in any case, to implement measures for the prevention of sexual exploitation, abuse, and gender-based violence.

7. In the event that we are awarded a Contract, we and all members of our Consortium and Subcontractors in the context of the Contract will (i), if required, provide information regarding the Procurement Process and the execution of the Contract and (ii) allow the PEA and KfW or an auditor appointed by either of them, and in case of funding by the European Union, also to competent European institutions, in accordance with European Union legislation, to inspect accounts, records, and related documents, to carry out on-the-ground inspections and to ensure access to the sites and the corresponding project.

8. In the event that we are awarded a Contract, we and all members of our Consortium and Subcontractors in the context of the Contract pledge to safeguard the above records and documents as required by applicable law, but in any case, for a minimum of six years from the date of the execution or rescission of the Contract. Our financial transactions and financial reports will be subject to auditing procedures as per the disposition of the relevant legislation. Moreover, we agree that our data (including our personal data) generated regarding the preparation and implementation of the Procurement Process and the execution of the Contract will be stored and handled by PEA and KfW in accordance with the relevant legislation.

Name: _____ In the capacity of: _____

Duly authorized to sign the Application, Offer, or Proposal on behalf of[4]: _____

Signature: Date:

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[3] In the event that ILO Conventions have not been ratified or fully implemented in the Employer's country, the Applicant/Bidder/Contractor shall propose and adopt, to the satisfaction of the Employer and KfW, appropriate measures within the spirit of said ILO conventions with respect to (a) grievances of workers regarding labor and work conditions, (b) child labor, (c) forced labor, (d) workers' organizations, and (e) non-discrimination.

[4] In the case of a Consortium, indicate the name of the Consortium. The person signing the Application, Bid, or Proposal on behalf of the Applicant/Bidder must attach the power of attorney granted by the Applicant/Bidder.