



## **Declaration of Undertaking**

Name of the Applicant:

Date:

1. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

1.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;

1.2) convicted within the past five years by a final judgement or a final administrative decision or are subject to on-going financial sanctions by the United Nations, the European Union and/or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions

1.3) having been convicted, within the past five years by final court decision, a final administrative decision or an on-going administrative sanction by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract (in the event of such a conviction, the Applicant shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of the

Service Contract and that adequate compliance measures have been taken in reaction);

1.4) 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 such contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

1.5) not having fulfilled applicable fiscal obligations regarding payments of taxes; or

1.6) being subject within the last five years to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Service Contract are in any of the following situations of conflict of interest:

2.1) having an independent business affair with a Crop Trust staff member while the Crop Trust staff member is acting on their behalf and not as a representative of the Crop Trust, or any family relationship with a Crop Trust's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of the Crop Trust and resolved to its satisfaction;

2.2) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the Crop Trust;

- 2.3) 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 Crop Trust;
  - 2.4) having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of the Service Contract;
  - 2.5) having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works for the Service Contract;
3. If we are a state-owned entity, and compete in a Tender 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 Crop Trust any change in situation with regard to points 1 to 3 above.
5. In the context of the Tender Process and performance of the corresponding Service Contract:
  - 5.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Service Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Service Contract will engage in any Sanctionable Practice during the performance of the Service Contract;
  - 5.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Service Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 5.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Service Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization (ILO) and other relevant international treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the

relevant environmental and social management plans or other similar documents as may be provided by the Crop Trust and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

6. In the case of being awarded a Service Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Service Agreement will, (i) upon request, provide information relating to the Tender Process and the performance of the Service Contract and (ii) permit the Crop Trust or an agent appointed by them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents.

7. In the case of being awarded a Service Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the Crop Trust.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly authorized to sign in the name and on behalf of:

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

\_\_\_\_\_  
Date: