



European Union Network for the Implementation  
and Enforcement of Environmental Law

## **INVITATION TO TENDER**

**FOR**

**PROVISION OF CONSULTANCY SERVICES:  
Countering Serious Crime in the Western Balkans – phase I: Baseline  
assessment and Training Needs Assessment**

**Order number: IMPEL/2018/GiZ/001**

**Date of issue: 23 November 2018**

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## SECTION 1 – TENDER INSTRUCTIONS

### 1.1 Tender Conditions

Submission of a Tender will imply acceptance of the provisions contained in the Statement of Requirements set out in Section 2 without qualification. Any attempt to qualify any of the following provisions, expressly or implied, may result in a Tenderer being disqualified.

### 1.2 Confirmation of Intention to Tender

**Tenderers shall confirm whether it is their intention to tender by e-mailing Nancy.isarin@impel.eu within 5 working days of IMPEL issuing this Invitation to Tender.**

### 1.3 Completion of Tender

Your tender shall be submitted in accordance with the Statement of Requirements in Section 2 of this document.

### 1.4 Confidentiality

Tenderers shall treat the Invitation to Tender, and any other information provided by IMPEL to the Tenderers, as private and confidential and restrict their circulation of the Invitation to Tender and such additional information to a “need to know” basis for the purposes of preparing their Tender submissions. Tenderers shall not disclose their Tender in whole or in part to any third party prior to either the award of the Contract by IMPEL.

### 1.5 Environmental Infringements

Within the tender submissions all suppliers must provide details of any prosecutions for environmental infringements that have occurred in the last 3 years or any current pending cases. Where a supplier has none, this should be confirmed in the tender.

Tenderers are required to sign and return, along with their tender, the Confirmation re Environmental Accreditation set out at Appendix 1.

### 1.6 Anti-Collusion

A Tenderer shall not, in connection with this procurement:

- (i) enter into any agreement or arrangement with any person (other than, where relevant, a member of its own consortium or Joint Venture) with the aim of fixing or adjusting the amount of any Tender or the conditions on which any Tender is made; or
- (ii) enter into any agreement or arrangement with any person with the aim of preventing Tenders being made; or

- (iii) cause or induce any person to enter such agreement as is mentioned in above; or
- (iv) offer or agree to pay or to give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender by any act or omission; or
- (v) communicate to any person other than IMPEL the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or professional advice required for the preparation of a Tender).

IMPEL may, at its discretion, disqualify any Tenderer that breaches this condition (without prejudice to any other civil remedies available to IMPEL and without prejudice to any criminal liability, which such conduct by the Tenderer concerned may attract).

Tenderers are required to sign and return, along with their tender, the Anti-Collusion Certificate set out at Appendix 2.

## **1.7 Canvassing**

A Tenderer shall not, in connection with this procurement:

- (i) offer any inducement, fee or reward to any member or officer of IMPEL or any person acting as an advisor for IMPEL in connection with this procurement; or
- (ii) do anything which would constitute an act of bribery; or
- (iii) contact any officer of IMPEL about any aspect of the procurement, except as authorised by this Invitation to Tender, including (but without limitation) for the purposes of soliciting information in connection with the procurement; or
- (iv) canvass any of the persons referred to above.

IMPEL may, at its discretion, disqualify any Tenderer that breaches this condition (without prejudice to any other civil remedies available to IMPEL and without prejudice to any criminal liability, which such conduct by the Tenderer concerned may attract).

Tenderers are required to sign and return the Non-Canvassing Certificate set out at Appendix 3.

## **1.8 Sufficiency & Accuracy of Tender**

Tenderers will be deemed to have examined all the documents and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the Invitation to Tender.

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A tender found containing any clerical errors or omissions may, at the sole discretion of IMPEL, be referred back to the Tenderer for correction.

## **1.9 Tender Queries**

Any queries in relation to this Invitation to Tender documentation should be submitted electronically using the email option as soon as possible but **before 17:00 C.E.T. time on Friday 30 November 2018.** Queries received after this date may not be replied to by the date fixed for return of tenders.

The response by IMPEL, as well as the nature of the query, will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. Tenderers are reminded that they should not divulge details of the ITT to any other third parties prior to Contract Award, unless specifically requested to do so by IMPEL.

## **1.10 Tender Submissions**

Tenderers shall submit the information required by this Invitation to Tender together with the following Appendices, duly completed:

- Environmental Certificate (Appendix 1)
- Certificate of Non-Collusion (Appendix 2)
- Certificate of Non-Canvassing (Appendix 3)
- Certificate of Acceptance of IMPEL Terms and Conditions (Appendix 4)

## **1.11 Tender Return Date & Time**

The Tender must send the tender as in PDF format **12 noon (CET time) on Friday 14<sup>th</sup> December 2018.**

## **1.12 Modification by IMPEL**

Any advice or any modification to the Invitation to Tender shall be issued as soon as possible before the date fixed for return of tenders and shall be issued as an addendum. This addendum shall be deemed to constitute part of the Invitation to Tender.

## **1.13 Incurred Tender & Other Expenses**

IMPEL shall not be responsible for, or pay any costs and expenses which may be incurred by the Tenderer in connection with the preparation and submission of their Tender, including the attendance at any Pre or Post Tender meetings, site visits, negotiations etc.

## **1.14 Tender Validity**

Your Tender shall remain open for acceptance for a period of not less than ninety (90) days from the date fixed for return of tenders or any extended period to this date. Your Tender may be accepted by IMPEL at any time during this period.

### **1.15 Language of Tender**

The Tender and all accompanying documents are to be submitted in the English language.

### **1.16 Currency of Tender**

The currency in which all prices and rates shall be tendered, and which payments under the Contract will be paid, shall be euro (€). **All prices and rates quoted should be exclusive of VAT. This includes costs for expenses.**

### **1.17 References**

Tenderer's shall provide the names and contact details of other Public Sector organisations with which they have been awarded similar contracts. Should any Tenderer be shortlisted these organisations may be contacted for obtaining references. Prior to return of your tender, IMPEL would require you to ensure that those named contacts are aware and agreeable to an approach being made to them, by IMPEL, for references.

### **1.18 Reliance**

Information in this Invitation to Tender, together with any other information to be provided at any time during the procurement process, is provided in the interests of assisting the Tenderers to develop relevant Tenders. It is intended only as an explanation of IMPEL's requirements and is not intended to form the basis of the Tenderers' decisions on whether to enter into any contractual relationship with IMPEL.

Accordingly, information provided does not purport to be all-inclusive or to contain all the information that a prospective Tenderer may require. The Tenderers and their advisors must take their own steps to verify information which they use and must make an independent assessment of the opportunity described in this Invitation to Tender after making such investigation and taking such professional advice as they deem necessary.

None of IMPEL officers, employees, advisors or representatives who are involved with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information provided. IMPEL does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.

Neither IMPEL nor its professional advisors shall be liable for any loss or damage arising as a result of reliance on the information provided or other information subsequently provided, nor for any expenses incurred by the Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of IMPEL any such liability.

### **1.19 Right to Reject, Vary or Cancel Process**

The issue of this Invitation to Tender in no way commits IMPEL to award any contract pursuant to the tendering process. IMPEL reserves the right not to accept part or all of any Tender received, or to accept

all or any part of any Tender received. Nothing in this Invitation to Tender shall oblige IMPEL to award a contract and IMPEL shall be able to withdraw from the tendering process at any stage.

The subject matter of this Invitation to Tender shall only have any contractual effect when it is covered and contained in the express terms of an executed contract. Any such contract will be governed by Scots law.

IMPEL reserves the right, subject to relevant legislation, and at any time, to reject any Tender and/or to terminate discussions with any Tenderer.

IMPEL reserves the right (without liability) to cancel the selection and evaluation process at any stage, to amend the terms and conditions of the tender process and to require a Tenderer to clarify its submission in writing and/or provide additional information.

## **1.20 Treatment of Tender**

IMPEL does not undertake to accept the lowest Tender, or part, or all of any Tender and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between IMPEL and the Tenderer. IMPEL reserve the right to accept any part, or all of any Tender or Tenders at its sole discretion.

An evaluation team will be convened to consider all Tenders correctly submitted and may shortlist Tenderers with a view to reaching a Contractual Agreement subject to clarification of any outstanding matters. When the Contract Award decision has been made all Tenderers shall be informed as to whether they have been successful or not. No other information shall be given on the progress of the tendering process.

## **1.21 Tender Evaluation Criteria**

Tenders will be evaluated to ascertain the most economically advantageous tender, according to the best price-quality ratio award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- Quality of the proposed methodology (35 points) including the overall methodology, how to obtain views on current state of play in relation to waste and nature crime in the 6 target countries, how to ensure the most appropriate and beneficial participants taking part in the survey for achieving the outcomes of the project, how to ensure participation in survey by those selected, how the methodology will deliver the objectives, deliverables and outputs of phase 1 as well as the quality and diversity of the proposed sources of information (direct or indirect) and of the strategy for awareness-raising amongst potential sources of information.
- Organisation of the work and resources (45 points) This criterion will assess how the roles, skills and responsibilities of the proposed team are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources

and the rationale behind the choice of this allocation. It should also provide details on how information in languages other than English will be processed, including relevant languages in the Western Balkans,

- Quality control measures (20 points). This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.
- Account will be taken of any factors which impact on the Tenderer's suitability that emerges from or during the tendering process.

## 1.22 The ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

$$\text{Score for Tender X} = \frac{\text{Cheapest price}}{\text{Price of tender X}} * 100 * \text{Price weighting (30\%)} + \text{Totally quality score (out of 100) for all award criteria of tender X} * \text{Quality criteria weighting (70\%)}$$



## SECTION 2 – STATEMENT OF REQUIREMENTS

### **Action: Countering Serious Crime in the Western Balkans – phase I: Baseline study and Training Needs Assessment**

#### **Overview**

IMPEL requires a contractor for an **envisaged** delivery period of 5 months to support the delivery of a baseline study and assessment of the training needs.

Fighting serious and organised crime (SOC), including fighting environmental offenses regulated in EU and international legislation and agreements<sup>1</sup> like the killing, destruction, possession or trade of specimens of protected wild fauna (particularly birds) or flora species, illegal logging / timber regulation or the improper collection, transport, recovery or disposal of (hazardous) waste, are key challenges not only, but particularly, in South East Europe (SEE)<sup>2</sup> due to weak environmental awareness, data situation and financial and human resources. Today, these offenses are still not considered a high enough priority, whilst their impact on human health, ecosystems and the environment is significant.

Compliance chains [permitters, inspectors, police, prosecutors and the judiciary] are only as strong as the weakest link. Auditing bodies as well as customs agencies are also key actors in determining the strength of this compliance chain.

Awareness raising, targeted capacity building measures about environmental crimes and collaboration are required to support the various actors in the compliance chain in South East Europe to raise the profile and priority level of environmental crime in the region.

It is expected that the successful contractor will support the first phase of this project, which involve carrying out a baseline study on the current state of play in relation legislative framework, relevant authorities, causes, impact and existence of environmental crime, with a focus on waste and nature crime in:

- Albania
- Bosnia and Herzegovina
- The former Yugoslav Republic of Macedonia
- Kosovo<sup>3</sup>
- Montenegro
- Serbia

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<sup>1</sup> [EU Habitats Directive \(92/43/EEC\)](#), [EU Bird Directives \(2009/147/EC\)](#), EU Environmental Crime Directives, CITES Regulations EC/338/97 and EC/792/2012 and EC/865/2000), Timber Regulations [No. 995/2010 \(EUTR\)](#) and [No. 607/2012](#).

<sup>2</sup>Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo\* (see Footnote 3), Montenegro and Serbia.

<sup>3</sup> This designation is without prejudice to positions on status and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

## Objectives Deliverables and Outputs – phase I

The baseline survey will involve:

- a. Definition and description of environmental crimes (what, when and why something is considered an environmental crime) included in the assignment in the 6 countries.
- b. Possible causes for these types of crime.
- c. A desk-based survey of applicable legislation, (policy) documentation and data and relevant projects or initiatives in EU and SEE region, including existing capacity building materials and outcomes of regional or national relevant projects. Examples include activities done under the umbrella of the RENA, ECRAN and Themis Network and Twinning projects.
- d. 18 interviews (by phone/skype, 3 per country) with a carefully selected cross section of the compliance chain. Criteria include position in the organisation and enforcement chain and experience with combatting environmental crime.
- e. An analysis of gaps in the current enforcement chain and possible causes, based on the answers obtained from the interviews, research and online questionnaires.
- f. Production of a baseline report.

Secondly, this phase I will **identify training needs** of the prosecution, police and other law enforcement beneficiaries as well as judiciary. Therefore, a training needs assessment will be conducted, which involves:

- The development and implementation of a tailored online questionnaire on current knowledge, training and capacity building activities in all 6 countries.
- A report with the outcomes of the training needs assessment (TNA), which will serve a starting point for phase 2.

This is likely to include within its scope, techniques in tackling serious and organised crime in the environmental arena, cross-border investigations and prosecutions Real life cases will, wherever possible, be used to help ensure the practicality and practicability of the methods and tools for the training.

Number	Actions	Deliverables	Timing	Indicator
1.1	Baseline survey	Report	March 2019	Number of interviews (at least 18)
1.2	TNA	Report	April 2019	Number of responses (at least 36) Number of countries responding (6) Number of organisations responding (at least 18)

### Method of undertaking the research

The contractor must present an appropriate methodology to IMPEL project team, for agreement, before undertaking research, which must include at least interviews and questionnaires and an assessment and clear presentation of the outcomes.

The successful contractor will have experience in performing assessments, previous work done in the 6 target countries and experience of environmental crime work, capacity building and inter-agency collaboration.

## Project Management, Reporting and Delivery

IMPEL anticipate project completion within the following key milestones. Any tender submission should provide more detail around these proposed key milestones to give assurance to IMPEL that this can be delivered on time.

### Project Meetings

The successful supplier will work closely with the IMPEL project team (Project Manager, Waste & Nature Expert and Consultation Group) and will have a dedicated point of contact. This will include weekly contact with the IMPEL project team and a start-up meeting of all key staff (these will be held in a venue provided by IMPEL at a convenient location or provided by the supplier where appropriate. However, only if this is not suitable or practical, alternative arrangements such as teleconference and/or videoconferences may be arranged subject to the agreement of the IMPEL project team). It may also include the project managers, or other technical leads from both sides working together in the offices of either IMPEL and/or the successful supplier. A draft schedule of meetings and venue/VC/telecon arrangements, in addition to proposed dates for key deliverables shall be provided within the tender submission. At the start of the project an inception meeting will be held at which all necessary controls (including an agreed action list) will be established.

Month of work (envisaged)	TASKS /DELIVERABLES / DOCUMENTATION	Indicative Meeting Dates
M1	<p>Envisaged Contract start 1-1- 2019</p> <p>Meeting 1 (Pre-Meeting r.e. Baseline survey and TNA between consultant, project manager &amp; Technical Experts)</p> <p>Supplier will produce minutes of start-up meeting</p>	8-9 January 2019
M2-M3	<p>Supplier to (in consultation with the IMPEL Project team):</p> <p>Prepare interview and questionnaire questions (which must be agreed by project team)</p> <ul style="list-style-type: none"> <li>▪ Identify stakeholders</li> <li>▪ Performance of baseline study</li> <li>▪ Desk-research</li> <li>▪ Assessment of responses</li> <li>▪ Identify the causes of environmental crime</li> <li>▪ Identify indicators of environmental crime</li> </ul> <p>Meeting 2 (on the preliminary results of the Baseline survey between consultant, project manager &amp; Technical Experts)</p> <p>Supplier to produce final Baseline study report</p>	19-20 March 2019
M4	<p>Supplier to (in consultation with IMPEL Project team):</p> <p>Prepare interview and questionnaire questions (which must be agreed by project team)</p> <ul style="list-style-type: none"> <li>▪ Prepare training needs assessment</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Identify stakeholders</li> <li>▪ Performance of survey</li> <li>▪ Collect &amp; assess responses</li> <li>▪ Identify training gaps in ability to identify and disrupt environmental crime</li> </ul> <p>Meeting 3 (Workshop between both IMPEL experts and non-IMPEL experts to identify basic training needs based on outcome of Baseline study &amp; TNA)</p> <p>Supplier to produce final TNA report</p>	16-17 April
M5	Contract end	
<b>Date</b>	<b>INFORMAL MEETINGS</b>	<b>Meeting</b>
Weekly or two-weekly as needed	Supplier with IMPEL Project Manager and experts	Teleconference

## Budget

The budget allocated to this contract is a maximum of **€35,000 excluding VAT**. **IMPEL reserves the right not to accept any Tender received which exceeds the stated maximum budget.**

## Invoicing

Tasks	DELIVERABLES	% of payment	Envisaged timing
End of Phase 1	Agreed methodology Kick off meeting 1 report	10%	M1
End of Phase 2	Meeting 2 report Baseline study report	50%	M3
End of Phase 3	Meeting report 3 TNA report	30%	M4
End of Phase 4	Approved Evaluation report	10%	M5
All invoices must be sent to IMPEL in electronic format must quote IMPEL order number and project details when being submitted.			

Invoices may only be submitted on completion of the project or against the completion of scheduled tasks agreed at the Inception Meeting.

## Intellectual Property Rights

The results of the research and development generated in this collaboration will constitute foreground intellectual property rights owned by IMPEL. Any proprietary information generated by the contractor prior to collaboration in the Project will remain the intellectual property of the contractor but will be granted to the project under a non-exclusive license with conditions set out and agreed in contracts.

All copyright and Intellectual Property Rights (IPR) will be transferred to IMPEL in accordance with the Terms and Conditions.

## Risks, Assumptions and Dependencies

Within the tender submission the supplier should provide highlights to (1) any assumptions they have made in their proposed solution, (2) any dependencies they have identified and (3) any risks they see in relation to delivering their proposed element of the project to time, scope and budget. Any dependencies on IMPEL (e.g. provision of data/information, resource, access or funds), that, if not met, would affect the supplier's ability to deliver to time, quality or scope should be clearly highlighted.

## Tender Submission, Evaluation Criteria & Weighting

### *How to apply?*

Please read the attached documents carefully and ensure that you have all the information required to enable you to submit a valid tender. If you consider that you are missing a critical document or need to seek clarification on any aspect, please contact the person listed here:

Ms Nancy Isarin  
Email: Nancy.isarin@impel.eu

**The closing date for receipt of tenders is 12 noon (CET time) on Friday 14th December 2018.**

Please submit your proposal by email to Ms Isarin.

**Note that tenders submitted after the deadline will not be considered.**

The following information should be included (but not limited to) in the proposal:

- **Name** of the tenderer(s), status in the organisation, and name of person for further contact (if different);
- A brief statement detailing an **understanding and interpretation** of the purpose, specific objectives and scope of the research;
- **Curricula vitae of key staff to be involved (3 pages of A4 maximum), including details of their role, their particular expertise and time input in person days** (including, where applicable, staff not yet appointed) and associated management arrangements for the research;
- Details of **capacity, experience and track record** of the tenderer in environmental crime research, preparing and undertaking desk-top studies;
- Details of **experience in the Western Balkan region**;

- Contact details for two clients who have agreed to be approached to supply **references** in relation to this work;
- Details of the **proposed methodology and research plan** covering stages of the work as detailed in the specification;
- **Activity schedule** (Gantt chart or similar list of tasks/activities with a timeline allowing tracking of progress against time)
- Details of how you maintain the interest and **involvement of participants** throughout the project
- Details of approach to **quality assurance** (including adherence to timescales and the quality of key outputs) and any relevant procedures.

## **Sustainability**

The sustainability agenda is of growing importance to government and the wider public sector. IMPEL has a responsibility to ensure that the services and products it procures align with Green Procurement policies. As part of the Tender submission, Tenderers shall explain their organisation's approach and commitment to social, economic and environmental sustainability both internally and externally through the supply chain.

### Assessment methods:

- Work history
- References
- Interview
- Presentation

## SECTION 3 – PRICING SCHEDULE

**Tender Ref:** IMPEL/2018/GiZ/001/ITT

**Contract Price:** Tenderers are required to submit a fixed price for the goods/services detailed in the above Section 2 Statement of Requirements in a separate document to be entitled **Pricing Schedule**.

**An activity schedule indicating how tasks have been distributed to personnel involved in the project should be supplied.**

**Day rates for appropriate staff should also be included.**

**All costs submitted will be exclusive of VAT.** All costs appropriate to the proposal must be included and summarised in the *Pricing Schedule*. **Costs should not appear in the main body of the proposal.** Costs which appear elsewhere in the proposal but which are not included in the *Pricing Schedule* will be presumed to have been waived.

**All costs submitted will be exclusive of VAT.** All costs appropriate to the proposal must be included. Costs should **not** appear in the main body of the proposal.

### **Notes:**

Prices quoted should be inclusive of all charges likely to be incurred by the contractor/supplier in the completion of this project.

Variant Bids should only be included on the Pricing Schedule if the Invitation to Tender specifically requests such bids.

### **VAT**

All costs should be submitted exclusive of VAT. This includes costs for Expenses. Where VAT is paid at the point of purchase, eg. accommodation and meals, the costs submitted in both the tender submission and subsequent invoices should be submitted net of VAT. Invoices should be accompanied by bona fide receipts.

## **SECTION 4 – TERMS & CONDITIONS OF CONTRACT**

IMPEL General Conditions for Suppliers and Services will apply to this tender. This document is attached as appendix 5.

## **SECTION 5 – SUSTAINABILITY & CORPORATE SOCIAL RESPONSIBILITY (CSR)**

### **Introduction**

The goal of sustainable development is to enable all people throughout the world to satisfy their basic needs and enjoy a better quality of life without compromising the quality of life of future generations. A sustainable business, therefore, has been described as an organisation that meets its present needs while still enabling future generations to meet their needs.

The sustainability agenda is of growing importance to government and the wider public sector. Where consultancy advice and services are provided that have sustainability implications, public sector customers need to assure themselves that actions taken on the basis of these services are in alignment with their sustainability and corporate social responsibility (CSR) objectives and help them to meet their targets. Therefore, it is of crucial importance that consultants, and sub-contractors, are increasingly knowledgeable about sustainability and CSR implications of their advice and services, and public sector objectives, policies, standards, targets and legislation.

IMPEL is committed to being an excellent employer and we want everyone to be treated fairly and consistently. To this end we expect providers to have a similar commitment to fair employment practices. This includes not only direct employees but personnel who will be engaged with, through this Framework Agreement and/or call-off contracts.

IMPEL has adopted workforce policies to meet these requirements. These policies include:

- fair employment practices;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential;
- support for learning and development;
- flexible working.

Tenderers are asked to explain how the organisation and/or any sub-contractors will ensure the sustainability and CSR implications – economic, social and environmental – including government/public sector sustainability and CSR requirements, are factored into the services provided in carrying out this Framework Agreement and call-off contracts.



## APPENDIX 1 - FORMAL CONFIRMATION OF ENVIRONMENTAL ACCREDITATION

To: Nancy Isarin  
IMPEL Office  
Chemin des deux maisons 73, box 3  
1200, Brussels, Belgium

**INVITATION TO TENDER FOR THE PROVISION OF CONSULTANCY SERVICES: Countering Serious Crime in the Western Balkans – phase I: Baseline assessment and Training Needs Assessment (Ref: IMPEL/2017/GiZ/001/ITT)**

### ENVIRONMENTAL ACCREDITATION

Please indicate if your organisation has ISO14001 or ISO 14002 accreditation **YES / NO**

If YES, please provide a copy of the Certificate within your Tender Submission.

If NO, but you wish to provide relevant information, please include within your Tender Submission.

### ENVIRONMENTAL INFRINGEMENTS

I confirm that the organisation has had no prosecutions for Environmental Infringements during the last 3 years.

NAME:

DATE:

SIGNATURE:

IN THE CAPACITY OF: Director\_\_\_\_\_

*(Duly authorised to enter into a contractual arrangement on behalf of)*

COMPANY NAME & REGISTERED ADDRESS:

## APPENDIX 2 – CERTIFICATE OF NON-COLLUSION

To: Nancy Isarin  
IMPEL Office  
Chemin des deux maisons 73, box 3  
1200, Brussels, Belgium

### **INVITATION TO TENDER FOR THE PROVISION OF CONSULTANCY SERVICES: Countering Serious Crime in the Western Balkans – phase I: Baseline assessment and Training Needs Assessment (Ref: IMPEL/2017/GiZ/001/ITT)**

We certify that we will submit a bona fide tender and that we have not adjusted and will not adjust our tender in agreement or by arrangement with any other person. We also certify that we have not done and we undertake not to do at any time during the competition any of the following acts:

1. Entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made; or
  2. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 above, or to inform us of the amount, or the approximate amount, of any rival tender for the contract; or
  3. Communicate to any other person, other than IMPEL, the amount or the approximate amount of the tender (except where the disclosure, in confidence, was made to obtain quotations necessary for the preparation of the tender or for professional advice required for the preparation of the tender); or
  4. Offered or agreed to pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or causing or having cause to be done in relation to any other tender or proposed tender for the contract, any act or omission; or
1. Canvassed any other persons referred to in paragraphs 1 or 2 above, in connection with the contract.

We also undertake not to procure the doing of any of the acts mentioned in paragraphs 1 to 5 above before the hour and date specified for the return of the tender nor (in the event of the tender being accepted) shall we do so while the resulting contract continues in force between us (or our successors in title) and IMPEL.

In this Certificate, the word “person” includes any persons and anybody or association, corporate or unincorporate, and “agreement” or “arrangement” include any such transactions, whether formal or informal, legally binding or not.

NAME:

DATE:

SIGNATURE:

IN THE CAPACITY OF: Director \_\_\_\_\_  
(Duly authorised to enter into a contractual arrangement on behalf of)

COMPANY NAME & REGISTERED ADDRESS:

### APPENDIX 3 - CERTIFICATE OF NON-CANVASSING

To: Nancy Isarin  
IMPEL Office  
Chemin des deux maisons 73, box 3  
1200, Brussels, Belgium

**INVITATION TO TENDER FOR THE PROVISION OF CONSULTANCY SERVICES: Countering Serious Crime in the Western Balkans – phase I: Baseline assessment and Training Needs Assessment (Ref: IMPEL/2017/GiZ/001/ITT)**

We hereby undertake that we have not (nor will we in the future):

1. Contacted any officer of IMPEL about any aspect of the procurement, except as authorised by the Invitation to Tender, including (but without limitation) for the purposes of soliciting information in connection with the procurement; or
2. Offered any inducement, fee or reward to any member or officer of IMPEL or any person acting as an advisor for IMPEL or in connection with this procurement; or
3. Canvassed any of the persons referred to in paragraph 2 above in connection with the procurement.

In this Certificate the word “person” includes any persons and anybody or association, corporate or unincorporate and “agreement” or “arrangement” include any such transactions, whether formal or informal, legally binding or not.

NAME:  
DATE:  
SIGNATURE:

IN THE CAPACITY OF: Director \_\_\_\_\_  
(Duly authorised to enter into a contractual arrangement on behalf of)

COMPANY NAME & REGISTERED ADDRESS:

**APPENDIX 4 – CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT**

To: Nancy Isarin  
IMPEL Office  
Chemin des deux maisons 73, box 3  
1200, Brussels, Belgium

**INVITATION TO TENDER FOR THE PROVISION OF CONSULTANCY SERVICES: Countering Serious Crime in the Western Balkans – phase I: Baseline assessment and Training Needs Assessment (Ref: IMPEL/2017/GiZ/001/ITT)**

With reference to the above Invitation to Tender we hereby acknowledge that the IMPEL General Conditions of the resulting Contract shall be the General Conditions referred to and set out in Section 4 and appendix 5 of this Invitation to Tender documentation (separate file).

NAME:

DATE:

SIGNATURE:

IN THE CAPACITY OF: Director \_\_\_\_\_  
*(Duly authorised to enter into a contractual arrangement on behalf of)*

COMPANY NAME & REGISTERED ADDRESS: