***Distribution restricted*** *to the contracting authority and the author of the document due to the protection of individuals and privacy and commercial and industrial secrecy*

TENDER SUBMISSION FORM FOR A SERVICES CONTRACT

SERVICE CONTRACT

Ref.: TTT\_F&P 3

Representative/Collective Prescriber (Advisor)

for the Certified Tropical Timber

Sector

**1 BID SUBMITTED by (bidder's identity and bank details)**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of the legal entity or entities submitting this bid** | **Official address, postcode, PO box, town, country** |
| **Identity of the bidder** |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Account name and account holder name** | **IBAN/account number** | **Currency** | **BIC/Swift code** | **Bank name and branch code** | **Bank address, post office box, city, country** |
| **Identity of the tenderer** |  |  |  |  |  |  |

**2 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Organisation** |  |
| **Address** |  |
| **Telephone** |  |
| **Email** |  |

**ADMINISTRATIVE AND REGULATORY CAPACITY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name(s) of the legal entity or entities submitting this offer** | **Official address, postcode, PO box, city, country** | **Legal form** | **VAT number and/or registration number (if applicable)** | **Principal place of registration (city and country) and date of registration** |
|  |  |  |  |  |

Attach proof of compliance with the legal and regulatory obligations of the country of registration.

**4. PROFESSIONAL AND TECHNICAL CAPACITY**

Please complete the table below to indicate the areas of specialisation, in relation to this contract, of each legal entity submitting this tender. Indicate the name of the legal entity as the column heading. Then tick (ü) the box(es) corresponding to the area(s) of specialisation in which each legal entity has significant experience.

|  |  |  |
| --- | --- | --- |
|  | Tenderer | Details regarding the experience listed below |
| Broad and active professional network within the timber, construction and architectural sectors in the target countries (France, Germany, Belgium, Netherlands & Luxemburg) |  |  |
| Experience in market analysis and marketing-related activities related to timber products |  |  |
| Experience in designing prescriptive or market uptake strategies, including segmentation, positioning, and value proposition development |  |  |
| Knowledge of European timber and construction markets, including regulatory frameworks, public procurement rules and technical standards in France, Benelux and/or Germany. |  |  |
| Understanding of certification schemes (FSC, PEFC or equivalent) |  |  |

**EXPERIENCE**

Please complete the table below to summarise the main projects related to the contract that have been carried out over the last three financial years by the legal entity or entities submitting the bid. No more than 15 references should be provided.

Tenderers may refer either to projects completed during the reference period (even if started before that period) or to projects not yet completed. Only the part that was completed during the reference period will be taken into consideration. The successful completion of this part must be supported by documentary evidence (declaration or certificate from the entity that awarded the contract), indicating the corresponding amount . If the project was implemented by the candidate as part of a consortium, the documentary evidence must clearly show the part that the tenderer has completed.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Ref. no. (maximum 15)** | **Project title** | |  | | | | | |
| **Name of the legal entity** | **Country** | **Total contract amount (in euros)** | **Portion executed by the legal entity (EUR)** | **Number of staff members made available** | **Name of client** | **Source of funding** | **Dates (start/end)** | **Names of any consortium members** |
| … | … | … | … | … | … | … | … | … |
| **Detailed description of the project** | | | | | | **Nature and scope of services provided** | | |
| … | | | | | | … | | |

I, the undersigned, authorised signatory of the above-mentioned tenderer (including all members of any consortium), hereby declare that I have reviewed and accepted without reservation or restriction the entire tender documentation. We propose to provide the services requested in the tender documentation on the basis of the following documents, including our technical proposal and our financial proposal.

* Technical proposal;
* key experts (including a list of key experts and the profile/CV of each of these experts), including technical certificates where appropriate;
* ATIBT declarations of integrity from the tenderer (and from each member of the consortium, if applicable);
* Duly authorised signature: an official document (articles of association, power of attorney, notarised declaration, etc.) proving that the person signing on behalf of the company/joint venture/consortium is authorised to do so;
* proof of legal existence;
* evidence demonstrating administrative and regulatory capacity as well as technical and professional capacity in accordance with the selection criteria set out in the contract notice.

We confirm that:

* any principal or non-principal expert whose services are offered in this tender will be directly or indirectly employed or engaged under a valid contract by the candidate (or, in the case of a consortium, by a member of the consortium).
* All subcontractors, including those whose sole purpose is to provide experts, are eligible and are not subject to any of the grounds for exclusion.
* All subcontracts are mentioned in the document entitled 'Technical Proposal'.
* We, including all members of the consortium, subcontractors and experts, are not included in the EU's restrictive measures lists ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and understand that, if the contrary is proven, our bid may be rejected.

We also acknowledge that the members of the consortium and the entities whose capacities we rely on in relation to the economic and financial criteria will be jointly and severally liable to the contracting authority in relation to participation in the above-mentioned tender and any contract awarded to us as a result.

This tender is subject to acceptance before the expiry of the period of validity specified in point 6 of the instructions to tenderers.

Signed on behalf of the tenderer:

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Date** |  |

|  |
| --- |
| **Declaration of integrity, eligibility and environmental and social responsibility** |

Title of the service provision : Representative/collective prescriber (Advisor) for the certified tropical timber sector (the "**Contract**")

**A:** International Tropical Timber Technical Association (the "**ATIBT**")

1. We acknowledge and accept that **the grantor** only finances ATIBT projects on its own terms, which are determined by the Financing Agreement that binds it directly or indirectly to ATIBT. ATIBT retains sole responsibility for the preparation and implementation of the procurement process and the execution of the Contract. Consequently, there can be no legal relationship between **the donor** and ourselves, our company, our consortium, or our subcontractors.

2. We certify that neither we, nor anyone acting on our behalf, nor any member of our consortium, nor any of our subcontractors, are in any of the following situations:

2.1 Being subject to bankruptcy, liquidation, judicial settlement, safeguard proceedings, cessation of activity, or any similar situation resulting from proceedings of a similar nature;

2.2 Have been subject to a final administrative sanction, a final conviction handed down less than five years ago by a competent authority, or any other out-of-court resolution having, in particular, the effect of extinguishing public action, either (i) in the country in which we are established, (ii) in the country where the Contract is to be performed, (iii) in the context of the award or performance of a contract financed by **the grantor**, (iv) pronounced by an institution of the European Union, or (v) pronounced by a competent authority in France, for:

a) acts of Prohibited Practices, as defined in Article 1 of the attached document entitled "Policy for the Prevention and Combating of Prohibited Practices", or for any offence committed in connection with the award or performance of a contract (in the event of such a sanction, conviction or out-of-court settlement, we have the option of attaching additional information to this Integrity Declaration, such as a compliance programme, to justify that we (or the person acting on our behalf, the member of our group, or our subcontractor) consider that the sanction, conviction or resolution is not relevant to the Contract, where applicable);

b) involvement in a criminal organisation, terrorist offences or offences related to terrorist activities, child labour, or other offences related to human trafficking;

c) having created an entity in a different jurisdiction with the intention of evading tax, social security or any other legal obligations applicable in the territory where its registered office, central administration or principal place of business is located, or for being an entity created with the intention of evading such obligations;

2.3 Having been subject to termination for its own exclusive fault during the last five years due to a serious or persistent breach of its contractual obligations in the performance of a contract, provided that this termination has not been contested by the entity and is not currently under review or has not resulted in a court decision overturning the termination for reasons attributable solely to the entity;

2.4 Be subject to a measure of ineligibility taken by one of the multilateral development banks that are signatories to the mutual recognition agreement of 9 April 2010 (in the event of such a measure of ineligibility, we may attach to this Declaration of Integrity additional information that would allow this ineligibility measure to be considered irrelevant in the context of the Contract), where applicable;

2.5 Not having fulfilled our obligations relating to the payment of taxes or social security contributions in accordance with the legal provisions of our country of establishment or those of the ATIBT's country of establishment;

2.6 Having produced false documents or made false declarations when providing the information required by the ATIBT as part of this procurement and contract award process.

3. We certify that neither we, nor anyone acting on our behalf, nor any member of our group, nor any of our subcontractors, nor our direct or indirect shareholders, nor our subsidiaries, acting with our knowledge or consent:

* Is not directly or indirectly targeted, controlled by a targeted person or entity, or acting on behalf of or for the account of a person or entity targeted by individual sanctions measures adopted by the United Nations, the European Union and/or France;
* Is not directly or indirectly targeted, controlled by a targeted person or entity, or acting on behalf of or for the account of a person or entity targeted by sectoral sanctions measures adopted by the United Nations, the European Union and/or France;
* Is not ineligible to carry out the Project due to any other international sanctions measures imposed by the United Nations, the European Union or France.

4. We certify that neither we, nor anyone acting on our behalf, nor any member of our group, nor any of our subcontractors, are or have been *(in the event of refinancing of a contract already awarded)* in any of the following situations of conflict of interest:

4.1 Being a controlling shareholder of ATIBT or a subsidiary controlled by ATIBT, unless the resulting conflict has been brought to the attention of **the lessor** and resolved to its satisfaction;

4.2 Having business or family ties with a member of ATIBT's services involved in the contract award process or the supervision of the resulting contract, unless the resulting conflict has been brought to the attention of **the lessor** and resolved to their satisfaction;

4.3 Controlling or being controlled by another candidate, tenderer or consultant, being under the control of the same company as another candidate, tenderer or consultant, receiving from another candidate, tenderer or consultant or awarding to another candidate, tenderer or consultant, directly or indirectly, subsidies, having the same legal representative as another candidate, tenderer or consultant, maintain direct or indirect contact with another candidate, tenderer or consultant, enabling us (i) to have given, and/or to give access to, information contained in our respective applications, tenders or proposals that could distort competition, (ii) to influence them, or (iii) to influence the decisions of the ATIBT;

4.4 Be engaged in an intellectual services assignment which, by its nature, is or could be incompatible with the assignment envisaged on behalf of ATIBT;

4.5 Having personally prepared, or being or having been associated with a natural or legal person who has prepared specifications, terms of reference and other documents that have been used in the procurement procedure for this Contract and which contain provisions likely to favour a particular application, tender or proposal;

4.6 Having access or having had access to, having prepared oneself, being or having been associated with a natural or legal person who has access, has had access to, or has prepared specifications, plans, calculations, studies and other documents that have not been communicated to all candidates, tenderers or consultants in the context of this Contract award, and which thus confer an undue competitive advantage;

4.7 In the case of a procedure for the award of a contract for works, equipment or supplies, being recruited or having to be recruited (or one of the companies to which we are affiliated being recruited or having to be recruited) to supervise or control the services provided under the contract.

5. If we are a public institution or a public company, in order to participate in a competitive tendering procedure, we certify that we enjoy legal and financial autonomy and that we are managed in accordance with the rules of commercial law.

6. In the context of the award and performance of the Contract:

6.1 Neither we, nor anyone acting on our behalf, nor any member of our group, nor any of our subcontractors, has committed or will commit any Prohibited Practice as defined in Article 1 of the attached document entitled "Policy for the prevention and combating of prohibited practices".

6.2 Neither we, nor anyone acting on our behalf, nor any member of our group, nor any of our subcontractors, will acquire or supply [have acquired or supplied *(in the event of refinancing of a contract already awarded)*]equipment or intervene [have intervened *(in the event of refinancing of a contract already awarded)*] in sectors subject to embargo by the United Nations, the European Union or France.

7. We undertake, and we undertake that anyone acting on our behalf, any member of our group, any subcontractor, undertakes to:

7.1 comply with internationally recognised environmental standards, including international conventions for the protection of the environment, and in particular to take all reasonable measures to avoid or limit negative effects on vegetation, biodiversity, soil, groundwater and surface water, and on people and property, resulting from pollution, noise, vibrations, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country where the Contract is performed.

7.2 implement environmental and social risk mitigation measures where indicated in the environmental and social management plan provided by the Coordinator, and ensure that emissions, surface discharges and effluents produced by our activities comply with the limits, specifications or requirements applicable to the Contract.

7.3 Respect workers' rights relating to wages, working hours, rest and holidays, overtime, minimum age, regular payments, compensation and benefits in accordance with internationally recognised standards, including the fundamental conventions of the International Labour Organisation (ILO), in accordance with the laws and regulations applicable in the country where the Contract is performed; indicate these elements in a document appended to our employees' employment contracts and made available to ATIBT; and respect and facilitate workers' rights to organise and establish a complaint management mechanism for direct and indirect workers.

7.4 Implement non-discrimination and equal opportunity practices, and ensure the prohibition of child labour and forced labour.

7.5 Maintain a file for each local staff member recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these files are available at all times for inspection by ATIBT and authorised government representatives, in compliance with the laws and regulations applicable to the protection of personal data in the country where the Contract is performed.

8. We, anyone acting on our behalf, the members of our group, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorise **ATIBT** to conduct investigations, and in particular to examine the documents and accounting records relating to the award and performance of the Contract, including, but not limited to, our internal processes and procedures related to compliance with international sanctions imposed by the United Nations, the European Union and/or France, and to have them verified by auditors appointed by **ATIBT.**

9. We declare that we have paid, or will pay, commissions, benefits, fees, gratuities or expenses in connection with the Contract award or performance process to the following third party(ies) (such as an intermediary/agent) (\*):

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of beneficiary** | **Contact details** | **Reason** | **Amount**  **(Specify currency)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*(\*) If no amount has been paid or is payable, indicate "None".*

10. We have read and understood the policy on preventing and combating prohibited practices. We undertake to comply with the provisions of this policy, including the six fundamental principles, and more broadly to accept the standards set out in administrative instruction ST/SGB/2003/13. Furthermore, we undertake to inform ATIBT without delay of any change in the situation concerning the above points, including any sanctions or embargoes adopted by the United Nations, the European Union and/or France, occurring after the signing of this Declaration.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In my capacity as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature + statement "read and approved": \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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