



**INVITATION TO TENDER**  
for  
**Audit Service Disposition Fund**

**From:** Transboundary Biosphere Reserve Prespa Project- Albania (Phase II)  
Prespa-Albania:  
BMZ 2013.66.830  
GFA Consulting Group GmbH  
Rruga Kristaq Floqi 18, 7001 Korçë  
**On behalf of National Agency of Protected Areas (NAPA)**  
e-mail: [Info.Prespa@gfa-group.de](mailto:Info.Prespa@gfa-group.de)

**Date:** 19.03.2020

**Assignment Title:** Auditing services for the disposition fund accounts of the project

**Reference No.:** BMZ- N - S -17

### **1. Background**

The “Transboundary Biosphere Reserve Prespa” Project is a German Financial Development Cooperation Project funded by KFW Development Bank on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ). The Phase II of this project will last three years, from May 2018 to April 2021. The purpose of this phase of the project is the reduction of the pressure on natural resources as well as the contribution to poverty reduction in the Albanian part of the Ohrid- Prespa Biosphere Reserve. This is to contribute to conserve the biodiversity and to improve the living conditions of the population in Prespa National Park and in the Albanian part of the Biosphere Reserve.

The Project Executing Agency (PEA) of the project is the Ministry of Tourism and Environment (MoTE) of Albania. MoTE is therefore in charge of the overall supervision of the project implementation.

The Project Implementing Agency (PIA) is the National Agency of Protected Areas (NAPA). NAPA has the responsibility of steering the PIU and giving conceptual, logistical and informational support to the project. NAPA is approving the investments of the projects as well as its progress reports.

The Project Implementation Unit (PIU) is the Regional Agency for Protected Areas (RAPA) in Korca, with the responsibility of planning and leading the implementation of project measures at local level as well as establishing links with local stakeholders.

The Consultant (GFA Consulting Group GmbH and Institute for Nature Conservation Albania) supports RAPA, NAPA and the MoTE to effectively manage this project through technical assistance, as well as managerial, logistical and administrative support.

Based on consultant TOR's, an audit of all accounts opened in connection with the Disposition Fund(s) of the "Transboundary Biosphere Reserve Prespa" (PRESPA-Albania) will be effected annually ("Audit Period") and the respective report(s) should be presented after the end of the period covered.

To effectuate the required **Auditing services for the disposition fund accounts of the project**, project is seeking an independent certified auditor ("the Auditor"), having the required professional competence and experience, and in accordance with generally accepted international auditing standards as defined in the terms of references attached to this invitation.

## 2. Subject of Tender

The project PIU now invites independent certified auditors having the required professional competence and experience, and in accordance with generally accepted international auditing standards as defined in the terms of references attached to this invitation to **apply** as defined in this tender **within 31/03/2020**.

## 3. Conditions to Tender

Interested professionals should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services as defined in the Terms of References and will accept following conditions:

- The Auditor will be selected in accordance with the **National Competitive Bidding (NCB)** method set out in the KfW "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries", August 2016.
- **Further information** on the tender procedure and tender documentation templates, can be obtained at the e-mail address mentioned above ([Info.Prespa@gfa-group.de](mailto:Info.Prespa@gfa-group.de)).
- The language of the documents should be **English**.
- The currency of the quotation is in **Euro**.
- The quotations **should not include the VAT amount**, and indicate VAT separately. The evaluation of the quotations should be done net of VAT amount.
- The validity of the bid for services should remain up to April 30, 2020.

The bid for services shall have the following content and structure and has to be presented in the same sequence as shown below. It has to contain the following documents (Compare also the Service form in Annex 2):

| DESCRIPTION OF THE DOCUMENTS  | DOCUMENTS TO BE PROVIDED                   |
|---|--|
| Service Fee: Statement of Costs with <b>exclusive VAT and separate indication of VAT.</b><br>See Annex 3  | Price Quotation                            |
| Declaration of Undertaking<br>See Annex 5: Contract Form / Contract<br>Annex 2: Declaration of Undertaking  | Declaration of Undertaking                 |
| See Annex 4: Contact Form<br>Covering Letter, Comprising the firm's name, legal status, addresses, contact person, telephone, fax and email together with the NUIS Certificate and other professional bodies' certificates in line with generally accepted international auditing standards (State Auditing Certificate, company profile with list of contracts, qualifications, membership bodies) | Contact form with annexes in a free format |

**Documents**, in the form attached have to be submitted **electronically** at the following address: e-mail: [info.prespa@gfa-group.de](mailto:info.prespa@gfa-group.de).

- The deadline for the submission of the above-mentioned tender documents should be by **March 31, 2020 – 14.30 hrs**. All the documentation submitted later, after this deadline, will **NOT** be taken into consideration for the evaluation.
- The documents received **after the deadline** and **not compliant** to the above requirements, will not be taken into consideration and will be excluded from the tender.
- The tender document templates are available at the annexes attached to this invitation (*Please refer to: (i) **Terms of Reference (ToRs)**; (ii) **Service Form**; (iii) **Quotation Form**; (iv) **Contact form**, (v) **Contract form including Annex 2 Declaration of Undertaking**, for the preparation of your tender documents*).
- The service form, the contact form, declaration of understanding and other technical supporting documents which serve to fulfil the criteria for the evaluation, should be delivered altogether attached to one Email.
- The **sole award criterion will be the price**. The contract will be awarded to the compliant offer with the lowest price in EUR.
- In case of contract award, the **service will start immediately** after the contract signature by both parties.

**Respectfully yours,**

GFA Consulting Group GmbH  
On behalf of National Agency for Protected Areas

### **List of Annexes**

**Annex 1:** Terms of Reference

**Annex 2:** Service Form

**Annex 3:** Quotation form

**Annex 4:** Contact form

**Annex 5:** Contract form including Declaration of Undertaking (Contract Annex 2)

## Annex 1: Terms of References

### Auditing services for the disposition fund accounts of the project

- Project Title:** “Transboundary Biosphere Reserve Prespa” (PRESPA-Albania)
- Project:** BMZ-N° 2013.66.830
- Budget Source:** Disposition fund
- Budget code:** 0.3.6 Annual Audits
- Task of Expert:** The independent auditor (“the Auditor”) will provided the auditing services for the disposition fund accounts of the project.
- Timeframe:** 01 April - 30 April, 2020
- Type of contract:** Service Contract
- Duty station:** Project office in Korca
- Reports to:** Team Leader

#### Project Background:

The “Transboundary Biosphere Reserve Prespa” Project is a German Financial Development Cooperation Project funded by KFW Development Bank on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ). The Phase II of this project will last three years, from May 2018 to April 2021. The purpose of this phase of the project is the reduction of the pressure on natural resources as well as the contribution to poverty reduction in the Albanian part of the Prespa Biosphere Reserve. This is to contribute to conserve the biodiversity and to improve the living conditions of the population in Prespa National Park and in the Albanian part of the Biosphere Reserve.

The Project Executing Agency (PEA) of the project is the Ministry of Tourism and Environment (MoTE) of Albania. MoTE is therefore in charge of the overall supervision of the project implementation by chairing and convening the Project Advisory Committee.

The Project Implementing Agency (PIA) is the National Agency of Protected Areas (NAPA). NAPA has the responsibility of steering the PIU and giving conceptual, logistical and informational support to the project. NAPA is approving the investments of the projects as well as its progress reports.

The Project Implementation Unit (PIU) is the Regional Agency for Protected Areas (RAPA) in Korça, with the responsibility of planning and leading the implementation of project measures at local level as well as establishing links with local stakeholders.

The Consultant (GFA Consulting Group GmbH and Institute for Nature Conservation Albania) supports RAPA, NAPA and the MoTE to effectively manage this project through technical assistance, as well as managerial, logistical and administrative support.

## Assignment Background:

Based on consultant TOR's, an audit of all accounts opened in connection with the Disposition Fund(s) of the "Transboundary Biosphere Reserve Prespa" (PRESPA-Albania) will be effected annually ("Audit Period") and the respective report(s) should be presented after the end of the period covered.

The financial review of projects ("Financial review" I to be carried out by an independent auditor ("the Auditor"), having the required professional competence and experience, and in accordance with generally accepted international auditing standards.

These terms of reference ("TOR") define the mandate of the Auditor in connection with the financial review of projects/programs of cooperation/implementing partner ("the partner"). The financial review is based on the professional requirements and guidelines governing the professional work to be undertaken by the Auditor in relation to an agreed-upon procedures engagement.

In planning, conducting and reporting on the financial review, the Auditor will be given due considerations to the following auditing and other standards promulgated by international professional bodies:

- ISA - International Standards on Auditing,
- IFAC – International Federation of Accountants

In addition, the relevant standards of the local accounting profession as well as the local legislation on accounting and reporting in force in the country in which the financial review is carried out need to be taken into consideration by the Auditor.

### The objective of the assignment

The objective of the audit of the Disposition Fund(s), including the Special Account opened with **The Bank Of Albania (primary/channelling account) and the BKT (Secondary accounts in ALL and EUR)**, is to permit the auditor to express an opinion on the financial reports (i.e. status of accounts and cumulated statement as defined in the Annex "Disbursement Procedure" to the Separate Agreement) and statements of expenditures based on the withdrawal applications for the Disposition Fund(s). Such expenditures have been made under the financial position of KfW-loan/grant no. **BMZ 2013.66.830** for financing of project: **Albania Transboundary Biosphere Reserve Prespa –Phase II.**

This includes the audit of all accounts opened in connection with the Disposition Fund(s). These are:

**First Special Account** No.AL 57 1011 1008 0000 0000 2117 789E/ currency Euro  
(Channelling account as per Annex 6 of SA, dated 23.5.2017)

Bank in charge of the account: Bank of Albania

**Second special Accounts** No. AL 95 2051 1038 0046 81CL TJCF EURH (EUR)  
AL 57 2051 1038 0046 81VL TJCL ALLY (ALL)

(Second level accounts as per Annex 6 of SA, dated 23.5.2017)

Bank in charge of the second level accounts: Banka Kombetare Tregtare (BKT), Tirana  
**as well as cash-account(s) if any.**

During the Audit Period total disbursements amounting to **215.500 Euro** were transferred to the Disposition Fund(s).

### **The scope of the assignment**

The audit will be conducted in accordance with International Standards on Auditing as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants, with special reference to ISA 800 (Auditor's Report on Special Purpose Audit Engagements) and will include such tests and controls as the auditor considers necessary as well as on-site visits if also deemed necessary. The auditor must bear in mind that, for the establishment of the audit opinion, he has to carry out a compliance audit and not a normal statutory audit.

The preparation of the financial reports and the statements of expenditures on the cash receipts and disbursements basis of accounting is the responsibility of the Project Executing Agency. The financial information has to be established in accordance with consistently applied accounting standards and the underlying Loan / Financing Agreement including the corresponding Separate Agreement.

The auditor's opinion, established in the audit opinion report, will explicitly state whether:

- a) The payments out of the Disposition Fund(s) have been made in accordance with the conditions of the relevant (Loan/Financing) Agreement(s) and the corresponding Separate Agreement. Where ineligible expenditures are identified, these should be noted separately.
- b) The Disposition Fund(s) has (have) been maintained in accordance with the provisions of the (Loan/Financing) Agreement and Separate Agreement (including the Supplementary Conditions of KfW for payments under the Disposition Fund procedure). This also comprises interest earned from balances.
- c) Expenditures are supported by relevant and reliable evidence. All supporting documents and records with respect to the statements of expenditure submitted as the basis for withdrawal applications have been made available.
- d) The audited statements of expenditures can be relied upon to support the related withdrawal applications. Clear linkage should exist between the statements of expenditures, the withdrawal applications presented to KfW and accounting records.
- e) Goods and services financed have been procured in accordance with the relevant (Loan/Financing) Agreement and Separate Agreement.

- f) specific deficiencies and areas of weakness have been identified in the internal systems and controls of the Project Executing Agency. Where deficiencies are identified, these should be noted separately.
- g) Other statements or disclosures relevant to the project .e.g. financial monitoring reports.

## Reports

The auditor will deliver audit 5 (five) report(s) which will

- a) be issued in English language and to:
- b) include all aspects specified in the preceding paragraph ("Scope")
- c) contain these Terms of Reference as integral part
- d) provide a schedule showing receipts and disbursements during the Audit Period
- e) include the balance of the Special Account(s) and all sub-accounts (if any) at the beginning and the end of the Audit Period.
- f) comprise the auditor's statement to appraise and quantify the consequences of specific deficiencies, if any.

If considered pertinent, the auditor will also prepare a "**management letter**" in which the auditor will:

- (a) give comments and observations on the accounting records, systems and controls examined during the course of the audit (as far as necessary for the understanding of the financial reports and the statements of expenditures);
- (b) identify specific deficiencies and areas of weakness in systems and controls of the Project Executing Agency that have come to the auditor's attention, especially with regard to withdrawal, procurement, storage and payment transactions, and make recommendations for their improvement;
- (c) report on actions taken by the management of the Project Executing Agency to make improvements with respect to deficiencies and areas of weakness reported in the past;
- (d) bring to the Project Executing Agency's attention any other matters that the auditor considers pertinent.

**Audit period should cover all expenditures starting from 01 April, 2019 till 31 December, 2019. Total amount of expenditures is 33.084,04 Euro (incl. banking fees)**

### 1. Time Period

The Audit Services are to be implemented during 01 April- 30 April 2020.

### 2. Coordination and communication

The auditor is entitled to unlimited access to all information and explanations considered necessary to facilitate the audit, including legal documents, project preparation and supervision reports, reports of reviews and investigations, correspondences, and credit account information. The auditor may also seek written confirmation of amounts disbursed and outstanding in the banks' records.



The auditor is encouraged to meet and discuss audit-related matters, including input to the audit plan, with the project team.

### 3. Reporting and tentative timing

Contract shall cover the period of 03 April until 30 April 2020 including the audit service and submission of the report to the project.

### 4. Auditor Profile

- Present the project with dignity internally and to outsiders
- Cooperate with the Prespa project team members for the interest of the work if needed
- Full availability to provide services within timeframe and with high standards.
- Company is registered as legal authority in the National Business Center proven by a copy of NIPT certificate and in auditing national and international professional bodies.
- Company has not been convicted by a final court decision for offenses related to professional activity proven by a declaration.
- Company is not in bankruptcy (status active) and has paid all taxes in accordance with the legislation in force by providing the purchaser with a copy of “Active Status Certificate” of “Proof of payment of dues” and Historical data of NUIS as generated by online governmental system.
- Company has not been convicted of any of the criminal offenses provided for in Article 45/1 of the Public Procurement Law.
- State registration Certificate for Auditing Services in accordance with generally accepted international auditing standards promulgated by international professional bodies (ISA/IFAC ) and relevant standards of the Albanian accounting profession.

**NB: Only tax registered companies/individuals can be contracted, thus any professional has to be registered as tax payer latest upon taking contract,**

### 7. Payment Terms

Payment will be made against each approved deliverable/service based on a certificate of payment and against regular invoice.

## Annex 2 SERVICE FORM

To: Transboundary Biosphere Reserve Prespa Project- Albania (Phase II)  
Prespa-Albania:  
BMZ 2013.66.830  
GFA Consulting Group GmbH  
Rruga Kristaq Floqi 18, 7001 Korçë  
**On behalf of National Agency of Protected Areas (NAPA)**  
e-mail: [Info.Prespa@gfa-group.de](mailto:Info.Prespa@gfa-group.de)

Following your publication for “Invitation to tender”, please find attached the documents required as per you below table:

|                    | <b>DESCRIPTION OF THE DOCUMENTS</b>  | <b>DOCUMENTS TO BE PROVIDED</b> |
|--------------------|--|---------------------------------|
| Financial Proposal | Service Fee: Statement of Costs with <b>exclusive VAT and separate indication of VAT.</b><br>See Annex 3   | Price Quotation                 |
| Technical Proposal | Declaration of Undertaking<br>See Annex 5: Contract Form / Contract<br>Annex 2: Declaration of Undertaking   | (Annex 1 )                      |
|                    | Covering Letter, Comprising the firm’s name, legal status, addresses, contact person, telephone, fax and email together with the NUIS Certificate and other international professional bodies’ certificates (Certified , company profile with list of contracts, qualifications, membership bodies and at least the CV of one auditor.<br>See Annex4: Contact Form<br>See Annex 6: CV Form (company profile) | (Annex 2)<br>On a free format   |



**Annex 3  
QUOTATION FORM**

**To:** Transboundary Biosphere Reserve Prespa Project- Albania (Phase II)  
Prespa-Albania:  
BMZ 2013.66.830  
GFA Consulting Group GmbH  
Rruga Kristaq Floqi 18, 7001 Korçë  
e-mail: Info.Prespa@gfa-group.de

**Date:** XX.03.2020

**Assignment Title:** Translation/interpretation services from English to Albanian and vice-versa (framework contracting)

**Reference No.:** BMZ- N- S -17

*Dear sir/madam,*

With reference to the above assignment we kindly offer the following quotation:

| <b>Items</b>   | <b>Price in Euro<br/>(exclusive of VAT)</b>              |
|--|--|
| Service Fee<br>(Statement of Costs with exclusive VAT<br>and separate indication of VAT) | XXX Euro (exclusive VAT)<br>XXX Euro (indication of VAT) |

Respectfully yours,

Xxxxxxxxxx

## Annex 4 CONTACT FORM

|                       |           |
|-----------------------|-----------|
| <b>Name/Surname</b>   | XXXXXX    |
| <b>Address</b>        | XXXXXXX   |
| <b>NUIS</b>           | XXXXXX    |
| <b>e-mail address</b> |           |
| <b>Mob.Phone</b>      | +355      |
| <b>Years active</b>   | xxx years |



**KFW**



## Annex 5

### CONTRACT FORM



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**REPUBLIKA E SHQIPËRISË**  
**MINISTRY OF TOURISM AND ENVIRONMENT**  
**NATIONAL AGENCY OF PROTECTED AREAS**

**Contract for**  
**“Audit of Disposition Funds”**

**Between**

**NATIONAL AGENCY OF PROTECTED AREAS**

**and**

**“Mr/Ms.....”**

**Ref.No: BMZ-N-S-17**

**Tiranë, DD/04/2020**

## CONTRACT

THIS contract is entered into on XX/XX/2020, between **National Agency of Protected Areas**, with address in Bulevardi “Dëshmorët e Kombit” Nr.1, 1001, Tiranë, Albania, with NUIS No. L51505451H (hereinafter called “the Contracting Authority”) on the one part and “**Mr/Ms** ....., with address: .....and NUIS no.....(hereinafter called “the Service provider”) on the other part.

WHEREAS, the Contracting authority wishes to have the Service provider performing the services hereinafter referred to, and

WHEREAS, the Service provider is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services** The Service provider shall perform the services specified in Annex A, “Terms of Reference,” which is made an integral part of this Contract (“the Services”).
2. **Term** The Service provider shall perform the Services during the period commencing 01/04/2020 and continuing through 30/04/2020 or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Service provider an amount not to exceed a ceiling of .....Euro (in words Euro) excluding VAT. This amount has been established based on the understanding that it includes all of the Service provider’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
  - B. Schedule of payments

The payment will be performed after the delivery of the required services/products, upon acceptance/take over certificate.
  - C. Reimbursable

The contracting authority shall pay the Consultant for reimbursable expenses which shall consist of:

    - Travel expenditures for Transfers from Tirana to Korçë/Pustec and back;
    - Accommodation, per diem.

**(both in line with rates established in project internal regulations)**
  - D. Payment Conditions

Payment shall be made in Euro not later than 30 days following submission of invoices and respective deliverables.

Payments shall be made to Service provider's bank account:

Name of the Bank:.....

Account Name: .....

IBAN CODE: .....(Euro account)

#### 4. Project Administration

##### A. Coordinator

The Contracting authority designates **Mr/Ms** ....., Team leader /chief technical advisor of Prespa Albania Project, as contract coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Contracting authority.

#### 5. Performance Standard

The Service provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

#### 6. Inspections and Auditing

The Service provider shall permit, the Prespa Albania Project and/or persons or auditors appointed by the Donor to inspect and/or audit its accounts and records and other documents relating to the submission of the quotation to provide the Services and performance of the Contract.

#### 7. Confidentiality

The Service provider shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the contracting authority's business or operations without the prior written consent of the contracting authority.

#### 8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Service provider for the Contracting authority under the Contract shall belong to and remain the property of the Contracting authority. The Service provider may retain a copy of such documents and software.

**9. Consultant  
Not to be  
Engaged in  
Certain  
Activities**

The Service provider agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Service provider, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Services for the preparation or implementation of the Project.

**10. Insurance**

The Service provider will be responsible for taking out any appropriate insurance coverage.

**11. Assignment**

The Service provider shall not assign this Contract or Subcontract any portion of it without the Contracting Authority's prior written consent.

**12. Law  
Governing  
Contract and  
Language**

The Contract shall be governed by the laws of Albanian Government, and the language of the Contract shall be in English.

**13. Dispute  
Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Contracting Authority's country.

**14. Termination**

The Contracting Authority may terminate this Contract with at least ten (10) working days prior written notice to the Service provider after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Service provider does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Contracting Authority may have subsequently approved in writing;
- (b) If the Service provider becomes insolvent or bankrupt;
- (c) If the Service provider, in the judgment of the Contracting Authority or the Donor, has engaged in corrupt, fraudulent, collusive,





coercive, or obstructive practices in competing for or in performing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Contracting Authority, and includes collusive practice among Service providers (prior to or after submission of proposals) designated to establish prices at artificial non-competitive levels and to deprive the Contracting Authority of the benefits of free and open competition;

(d) If the Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Entry into force**  
signed by all

This contract enters into force from the date it is signed by all parties.

**16. Other**  
signed by  
Authority, while

This contract is made in three copies in English language, both parties: two copies will be for the Contracting Authority, while one copy for the Service provider

Signature and seal of the Contracting Authority:

Signature and seal of the Service provider:

Mr. ....

Mr/Ms.....

\_\_\_\_\_  
**NAPA GENERAL DIRECTOR**

\_\_\_\_\_  
**Auditor**

Signature and seal of Company



**KFW**



Signature and seal of GFA Consulting Group GmbH:

**Mr/Ms.....**

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**Team Leader/Chief technical advisor  
GFA Consulting Group GmbH**

**List of Annexes:**

**Annex 1:** Terms of Reference

**Annex 2:** Declaration of Undertaking

**Annex 3:** Technical proposal

**Annex 4:** Financial Proposal



### Contract Annex 1: ToRs

(Please see Annex 1 of this Invitation)

### Contract Annex 2: Declaration of Undertaking

Project reference: BMZ 2013.66.830  
Procurement Ref.No: BMZ-N-CS-17

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Albania.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Name: xxxxxxxx  
.....  
In the capacity of: Auditor  
.....  
Signed: .....

Stamp \_\_\_\_\_