



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT	NGO ②	YES NO
	NON FOR PROFIT		
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY		
	COUNTRY		
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			

DATE

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

ISO CODE	MAIN REGISTRATION NUMBER
AT	Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer
BE	Numéro d'entreprise Ondernemingsnummer Unternehmensnummer
BG	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ΠΙΚ) Unified Identification Code (UIC)
CY	Αριθμός Εγγραφής Αριθμός Μητρώου
CZ	Identifikační číslo (IČO)
DE	Handelsregister Genossenschaftsregister (Nummer de Firma) Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
DK	Det centrale virksomhedsregister (CVR-nummer)
EE	Registrikood
ES	HOJA number
FI	Yritys- ja yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
FR	Immatriculation au Registre de Commerce et de Sociétés (RCS) Système Informatique du Répertoire des Entreprises (SIRENE)
GB	Company number
GR	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ (Γενικού Εμπορικού Μητρώου) Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)
HR	Matični broj subjekta(MBS) Pod registarskim Brojem Matični broj obrta (MBO) Registarski Broj kakladnog
HU	Cégjegyzékszám
IE	Company number Grouping registration number in Ireland
IT	Repertorio Economico Amministrativo (REA)
LT	Kodas
LU	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
LV	Vienotais Reģistrācijas Numurs

MT	Registration number Register of Voluntary Organisation (Identification number)
NL	Kamer van Koophandel (KvK-nummer) Dossiernummer
PL	REGON
PT	Numero de identificação de pessoa colectiva (NIPC)
RO	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
SE	Organisationsnummer
SI	Matična številka
SK	Identifikačné číslo (ICO)

The maximum scores must correspond to the evaluation grid included in the tender dossier

EVALUATOR'S GRID

To be completed for each tender by each evaluator

	Maximum	Initial assessment	Revised assessment
Organisation and methodology			
Rationale	20		
Strategy	40		
Back-up function	10		
Involvement of all members of the consortium	10		
Timetable of activities	20		
Total score for organisation and methodology	100		
Overall total score	100		

Strengths	
Weaknesses	

Evaluation performed by:

Name	
Signature	
Date	

INSTRUCTIONS AND GUIDELINES TO EVALUATORS FOR A GLOBAL PRICE CONTRACT

Each evaluator must make an initial assessment of the technical offers and award scores on each sub-criterion according to his/her assessment.

To this end, all evaluators should independently from each other carry out the evaluation of the technical offers in a consistent manner by applying the same methodology, interpretation and understanding. This does not necessarily mean that the scores of two different evaluators are expected to be identical, but rather that each evaluator applies the same standards and provides a well substantiated opinion supporting his/her individual scores. To their assistance the guidelines below should be used.

Each evaluator should be able to justify his/her assessment and scores in a meeting of the evaluation committee. The justifications must relate to the description of the project needs in the terms of reference. Evaluators must therefore make comments in the strengths and weaknesses boxes.

The assessments made will be discussed in the evaluation meeting(s) and each evaluator may make adjustments to the initial assessments after this discussion.

Evaluation of the involvement of all members of the consortium:

The tender shall include a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. If a tender is made by an individual company and not by a consortium, the maximum points should be allocated to 'involvement of the consortium'.

Evaluation of the back-up function:

The tenderer shall give a description of the support facilities (back-stopping) that they will provide to their team of experts during the implementation of the contract. The description of the back-up function should include a list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country of origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium

A permanent capacity of staff regularly intervening as experts on similar projects should be considered as an advantage for providing support to experts on the ground. By contrast, a service contractor which is exclusively employing free-lance experts (i.e. non-permanent) should be considered to have a less robust backstopping capacity.

If the tenderer is providing expertise in its region/country of origin as well as in partner countries it may be considered as an ability to disseminate innovation.

If the tenderer has design, research, laboratory or even innovation function, or whether it collaborates with academic research centre, it may be considered an advantage.

Evaluation of experts:

Even if exceptionally key experts are required there is no specific evaluation criterion for the key experts but the assessment is part of the strategy. The key experts shall generally not be interviewed.

Note that civil servants and other staff of the public administration of the partner country shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring, on any potential interference or conflict of interest of the proposed expert in his/her function as expert and his/her present or previous functions working as civil servant as well as proof that the expert is detached or on personal leave.

The summary table below should be understood as a guideline for the evaluator's judgement on an individual line of the evaluation grid.

Note that only tenders with average scores of 75 points or more are considered technically acceptable and qualify for the financial evaluation.

total points	average 60 %	> good > 80 %	excellent >95 %
30	18 - 23	24 - 28	29 - 30
25	15 - 19	20 - 23	24 - 25
24	15 - 19	20 - 22	23 - 24
23	14 - 18	19 - 21	22 - 23
22	14 - 17	18 - 20	21 - 22
21	13 - 16	17 - 19	20 - 21
20	12 - 15	16 - 18	19 - 20
19	12 - 15	16 - 18	19
18	11 - 14	15 - 17	18
17	11 - 13	14 - 16	17
16	10 - 13	13 - 15	16
15	9 - 11	12 - 14	15
14	9 - 11	12 - 13	14
13	8 - 10	11 - 12	13
12	8 - 9	10 - 11	12
11	7 - 8	9 - 10	11
10	6 - 7	8 - 9	10
9	6 - 7	8	9
8	5 - 6	7	8
7	5	6	7
6	4	5	6
5	3	4	5
4	3	4	4
3	2	3	3
2	2	2	2

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	EXTERNAL EXPERT/ SERVICE Preparation of progress report and preparation of documents for verification of expenditures	Reference :	1.3.3
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Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties including subcontractors if known)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) ¹	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organisation & methodology exists?	Key experts (list + CVs)(For contracts requiring key experts)?	Key experts are present in only one tender as key experts(For contracts requiring key experts)?	All key experts have signed statements of exclusivity & availability(For contracts requiring key experts)?	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)
1																
2																
3																
4																

Chairperson's name	
Chairperson's signature	
Date	

¹ Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied.

INSTRUCTIONS TO TENDERERS

REFERENCE: 1.3.3

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the practical guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

1. Services to be provided

The services required by the contracting authority are described in the terms of reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	21/05/2021	16:00
Last date for the contracting authority to issue clarification	0/06/2021	-
Deadline for submitting tenders	11/06/2021	16:00
Interviews (if any)	Not applicable	-
Completion date for evaluating technical offers	18/06/2021 [□]	-
Notification of award	25/06/2021 [□]	-
Contract signature	28/06/2021 [□]	-
Start date	01/07/2021 [□]	-

* All times are in the time zone of the country of the contracting authority

[□] Provisional date

3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.
- b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1.(exclusion criteria) or 2.6.10.1.2. (rejection from a given procedure) of the **practical guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
- c) In the cases listed in Section 2.6.10.1.1. of the **practical guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force.

This information may be published on the Commission website in accordance with the Financial Regulation in force.

- d) The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.
- e) Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the organisation and methodology and the tender submission form.
- f) All subcontractors and capacity providing entities must be eligible for the contract.
- g) Subcontractors and capacity providing entities cannot be in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes (see clause 8). Each technical offer and financial offer must contain one original, clearly marked '**Original**', and 2 copies, each marked '**Copy**'. Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute an irregularity and may result in rejection of the tender.

4.1. Technical offer

The technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
 - a) A signed **declaration** together with a signed "Declaration on honour on exclusion criteria and selection criteria"¹ from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity, using the format attached to the tender submission form.
 - b) A completed **financial identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
 - c) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the European Commission, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).

¹ See PRAG 2.6.10.1.3 A)

- d) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.
- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation committee. Their positions and responsibilities may be defined in Section 6.1.2 of the terms of reference in Annex II to the draft contract.
- (5) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia), the sub-contractors and the capacity providing entities are effectively established, to show that they are not in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above based on a risk assessment, or if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (6) No documentary evidence of the selection criteria in point 16 of the contract notice shall be submitted but no pre-financing will be granted.

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

4.2. Financial offer

The financial offer must be presented as an amount in [ALL] and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier. The

electronic version of this document ‘B8 — Budget for a global-price contract’ can be found on the website

<http://ec.europa.eu/europeaid/prag/document.do>.

The global price may be broken down by outputs if required from the terms of reference.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is ALL 369690. Payments under this contract will be made in the currency of the tender.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

There is no agreement between the European Commission and The Republic of Albania by which taxes are partially or fully exonerated.

5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1 of the practical guide, up to the adoption of that recommendation.

7. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure. If the contracting authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Remzi Kutrolli
Bashkia Devoll, Lagja Nr. 1, Rr. “24 Tetori” Nr. 9
rkutrolli@yahoo.com

The contracting authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the contracting authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be sent to the contracting authority before date ___/___/___ & time _____. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip², to:

Municipality of Devoll, with the adress: Bashkia Devoll, Lagja Nr. 1, Rr. “24 Tetori”
Nr. 9

- **OR** hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Municipality of Devoll, with the adress: Bashkia Devoll, Lagja Nr. 1, Rr. “24 Tetori”
Nr. 9

Open: 08:00 – 16:00

Tenders submitted by any other means will not be considered.

The contracting authority may, for reasons of administrative efficiency, reject any tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words ‘**Envelope A — Technical offer**’ and the other ‘**Envelope B — Financial offer**’. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. 4.3.1; 4.3.2; 4.3.3);
- c) the words ‘Not to be opened before the tender-opening session’ and ‘Te mos hapet perpara sesionit te hapjes se tenderave’;
- d) the name of the tenderer.

The pages of the technical and financial offers must be numbered.

² It is recommended to use registered mail in case the postmark would not be readable.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

12. Evaluation of tenders

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the practical guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

12.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

12.4. Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may

be communicated neither to the tenderers nor to any party other than the contracting authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics clauses / Corruptive practices

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:
The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.
Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven,

commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

e) Breach of obligations, irregularities or fraud

_____ The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

14. Signature of contract(s)

14.1. Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

14.2. Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;

- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

17. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

18. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

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1. BACKGROUND INFORMATION

1.1. Partner country

Albania

1.2. Contracting authority

Municipality of Devoll

1.3. Country background

The current socio-economic situation in Albania is in a transition phase where the final destination is the EU. Many changes to the legislation, rules and procedures are being adapted to the EU acquis and the technological developments. Transparency policies have been enforced by the use of online application systems that are being consolidated. Albania is part of the regional and global market for goods and services. Many organisations operate in Albania as well attacking different political, social and economic challenges.

1.4. Current situation in the sector

Since January 2021, the Government of Albania empowers a law regarding energy efficiency in buildings, with the overall objective to decrease our negative impact on the environment. A new agency, Energy Efficiency Agency, has been appointed with the task to oversee all new investments, to include energy efficiency measures up to a certain standard. This structure is part of the Ministry of Energy & Infrastructure. On the other hand, the law regarding the use of renewable energy sources has been present in Albania for many years and now we are enriching it with feasibility studies and different scale projects. Albania is one of the few countries worldwide which utilize 100% renewable energy sources, the main source being hydroelectric power plants, but in the recent years, more and more solar energy power plants have started to function.

1.5. Related programmes and other donor activities

The government of Albania and different financial institutions support the increase of energy efficiency and the decrease of emissions for private and public buildings throughout the country. National agencies assist in the procedures for studies and permits while the financial institutions offer loans for renewable energy.

2. OBJECTIVES & EXPECTED OUTPUTS

2.1. Overall objective

The overall objective (Impact) to which this action contributes is:

To protect the environment and its resources, promote the conformity with the European Union and the national energy targets for 2020 and contribute to the global effort to confront the climate change. The aforementioned objectives are analysed to the following: 1. Identify the energy efficiency improvement potential of public buildings, not based on theoretical methods but on actual on-site measurements. 2. Then, propose the most suitable and cost-effective improvements that require minimum costs for maintenance, in accordance also to the next objective, which is: 3. To identify in detail the geothermal availability - quality and cost-supply chain in the area and highlight the benefits of establishing geothermal heating networks. These networks will first serve the public building needs, but they will also be the

backbone or lighthouse where the whole community can be based upon for addressing its thermal needs in the future. 4. The adoption of green e-procurement procedures for the implementation of the energy efficiency improvements and installations will secure the environment protection care of the project. 5. Raise public awareness about how realistic it is to exploit local energy sources and combine it with energy efficiency. 6. Establish interregional cooperation between partners during the design and operation phases. All the objectives of the project directly address the specific objective of the call, which is Increase energy efficiency and the use of RES. Moreover, it is evident that the project serves the three aims of the specific objective: (a) reduce energy consumption in the public sector, (b) increase share of energy by RES in the public sector, (c) increase population awareness on energy efficiency. The actions that are adopted by the project are identical with the indicative actions of the call.

2.2. Specific objective(s)

The specific objective (Outcome) of this contract is as follows:

- To prepare an adequate progress report regarding the implementation of the nZECOM project.
- To advise/assist project staff in the preparation of the documents for verification of expenditures regarding the nZECOM Project.

2.3. Expected outputs to be achieved by the contractor

The expected outputs of this contract are as follows:

- Inception Report outlining the work/activities to be undertaken, including implementation plan and timelines.
- Progress Report of the activities outlined in the approved Implementation Plan (Progress report timelines are according to JTS and Lead Beneficiary requests).
- Documents for verification of expenditures prepared by the project staff according to the rules of MIS
- Final Report on Consultancy which should show the methodology used, activities undertaken, successes, challenges, results (planned and unplanned), lessons identified and recommendations on how to address those lessons.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

The main assumption is that due to the nature of the project, there will be support from other institutions regarding the studies, project and permits.

3.2. Risks

There is a risk of delays due to the staff's knowledge in management of IPA CBC projects.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

In this project, the benefits of the zero-energy buildings technologies and of the geothermal exploitation technologies on small communities or cities are evaluated. The public buildings can be the first application field of this procedure. The first step is the analytical energy audit of close-to-each-other public buildings in each country and the estimation of their energy efficiency, before any measure is applied. These audits will indicate the thermal needs of the buildings, before and after the application of energy saving technologies. In this phase, the geothermal potential of each will be evaluated, in order to investigate the possibility to replace the old heating systems with a geothermal-based heating system.

At the next step, two studies will be developed: (a) The first will indicate which energy saving measures are more appropriate and efficient for each building and (b) the second one will include the location and capacity of geothermal-based units that can cover the thermal needs of the buildings in each country and the design of their heating system. The application studies and call for tender will be prepared following also green e-procurement procedures and aiming in building pilot but also expandable systems for the whole area, in regard with the geothermal potential exploitation.

After the installation of the geothermal-based heating systems, a short period of technical evaluation will follow, using on-site measurements that will also be available on the web, proving the achieved energy saving and sustainability of the system.

4.1.2. Geographical area to be covered

City of Bilisht, Municipality of Devoll, County of Korca, Albania.

4.1.3. Target groups

Municipality of Devoll; Children of Devoll that use the Cultural Centre; Citizens of Devoll who attend activities at the Cultural Centre; Citizens of Devoll who are interested in the outcomes of the improved energy efficiency measures.

4.2. Specific work

For the deliverable 1.3.3 “Preparation of progress report” and “Preparation of documents for verification of expenditures” of IPA CBC Project “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” of Municipality of Devoll - PB3, the consultant will be contracted to:

- a. Coordinate with the Municipality of Devoll to establish a productive communication via phone, e-mail or person.
- b. Coordinate with the Lead Beneficiary and other involved entities regarding the progress report.
- c. Coordinate with the Lead Beneficiary and other involved entities regarding the preparation of documents for verification of expenditures.
- d. Reading and understanding the “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” project.
- e. Gather information relevant to the progress reports.
- f. Gather information relevant to the documents for verification of expenditures.
- g. Consult drafts of progress reports with the Municipality of Devoll, responsible for reviewing and approving.

4.3. Project management

4.3.1. Responsible body

The Projects, European Integration and Diaspora Relations Sector of the Municipality of Devoll.

4.3.2. Management structure

The Projects, European Integration and Diaspora Relations Sector of the Municipality of Devoll is responsible for the management of the nZECOM project based on the Council of Ministers Act. The structure of the sector is approved by the Mayor of the Municipality and consists of a projects specialist, monitoring and reporting specialist, diaspora relations specialist and the head of the sector. The legal representative of the contracting authority is the Mayor who in his absence may be represented by two vice mayors. The Mayor has appointed workgroups responsible for different tasks such as procurement procedures, financial & progress reporting, technical studies & evaluation, tender evaluation ect. The responsible managing body is responsible for coordinating the work of each workgroup.

4.3.3. Facilities to be provided by the contracting authority and/or other parties

The contracting authority provides access to the site and a meeting space where the workgroup assigned by the mayor for the implementation of the project and experts can work and consult their task and results.

5. LOGISTICS AND TIMING

5.1. Location

The operational base of the project is located in the city of Bilisht, within the Municipality of Devoll part of the County of Korca.

5.2. Start date & period of implementation of tasks

The intended start date is 01/07/2021 and the period of implementation of the contract will be till the end of the project. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Key experts

Key experts are not required.

6.1.2. Other experts, support staff & backstopping

CVs for experts other than the key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. The contractor shall select and hire other experts as required according to

the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contractor.

6.3. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

7. REPORTS

7.1. Reporting requirements

The contractor will submit the following reports in Albanian in one original and two copies:

- **Inception Report** of maximum 12 pages to be produced after one month from the start of implementation. In the report the contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The contractor should proceed with his/her work unless the contracting authority sends comments on the inception report.
- **Draft final report** of maximum 12 pages (main text, excluding annexes). This report shall be submitted no later than one month before the end of the period of implementation of tasks.
- **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 10 days after receipt of comments on the draft final report. The report shall contain a sufficiently detailed description of the different options to support an informed decision on the task. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final report must be provided along with the corresponding invoice.

The final report can be in the form of a study, project report, essential for the task.

7.2. Submission and approval of reports

The report referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The main indicator of the results for this task is a qualitative project and report. The project and report must provide necessary data and information for the tender dossier and the implementation of works.

SERVICE CONTRACT NOTICE

EXTERNAL EXPERT/ SERVICE Preparation of progress report and preparation of documents for verification of expenditures Municipality of Devoll, Albania

1. Reference

1.3.3

2. Procedure

Single tender

3. Programme title

Interreg IPA Cross Border Cooperation Programme “Greece - Albania 2014-2020”

4. Financing

Subsidy Contract No. A4 – 1.3 -9

5. Contracting authority

Municipality of Devoll, Albania

CONTRACT SPECIFICATION

6. Nature of contract

Global price

7. Contract description

For the deliverable 1.3.3 “Preparation of progress report and preparation of documents for verification of expenditures” of IPA CBC Project “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” of Municipality of Devoll - PB3, the consultant will be contracted to:

- a. Coordinate with the Municipality of Devoll to establish a productive communication via phone, e-mail or person.
- b. Coordinate with the Lead Beneficiary and other involved entities regarding the progress report.
- c. Coordinate with the Lead Beneficiary and other involved entities regarding the Preparation of documents for verification of expenditures.
- d. Reading and understanding the “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” project.
- e. Gather information relevant to the progress reports.
- f. Gather information relevant to the documents for verification of expenditures.

- g. Consult drafts of progress reports with the Municipality of Devoll, responsible for reviewing and approving.

8. Number and titles of lots

One lot only

9. Maximum budget

ALL 369690

CONDITIONS OF PARTICIPATION

10. Eligibility

Please be aware that after the United Kingdom's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the United Kingdom depending on the outcome of negotiations. In case such access is not provided by legal provisions in force at the time of contract award, candidates or tenderers from the United Kingdom could be rejected from the procurement procedure.

11. Number of tenders

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

12. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

Tenderer included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

13. Sub-contracting

Subcontracting is allowed.

PROVISIONAL TIMETABLE

14. Provisional commencement date of the contract

01/07/2021

15. Implementation period of the tasks

Until the end of the project

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole. If not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

1) Economic and financial capacity of the tenderer (based on item 3 of the tender form). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three financial years for which accounts have been closed.

Criteria for legal and natural persons:

- 1- Is registered as a private entity at the tax registration office and the National Center for Business
- 2- Has an active status by the National Center for Business

2) Professional capacity of the tenderer (based on items 4 of the tender form).

The reference period which will be taken into account will be the last three years preceding the submission deadline.

Criteria for legal and natural persons:

- 1- A master's or bachelor degree in the field of public relations, entrepreneurship, management, journalism or marketing

3) Technical capacity of tenderer (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last three years preceding the submission deadline.

Criteria for legal and natural persons:

- 1- A minimum of 2 years of professional experience in development communications, project management, public relations, journalism, marketing or a related field

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality - and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the services for which these capacities are required. With regard to economic and financial criteria the entities upon whose capacity the tenderer relies become jointly and severally liable for the performance of the contract.

17. Award criteria

Best price-quality ratio.

TENDERING

18. Deadline for submission of tenders

The deadline for submission of tenders is specified in point 8 of the instruction to tenderers.

19. Tender format and details to be provided

Tenders must be submitted using the standard tender form for simplified procedures, the format and instructions of which must be strictly observed. The tender form is available from the following internet address: <http://ec.europa.eu/europeaid/prag/annexes.do?group=B> , under the zip file called Simplified Tender dossier.

The tender must be accompanied by a declaration on honour on exclusion and selection criteria using the template available from the following Internet address:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

Any additional documentation (brochure, letter, etc.) sent with a tender will not be taken into consideration.

20. How tenders may be submitted

Tenders must be submitted in English exclusively to the contracting authority, using the means specified in point 8 of the instructions to tenderers.

Tenders submitted by any other means will not be considered.

By submitting a tender tenderers accept to receive notification of the outcome of the procedure by electronic means.

21. Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 9 of the instructions to tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

22. Operational language

All written communications for this tender procedure and contract must be in English.

23. Legal basis

Regulation or other instrument under which this contract is to be financed - See Annex A2 of the practical guide.

24. Additional information

Financial data to be provided by the candidate in the standard application form must be expressed in ALL. If applicable, where a candidate refers to amounts originally expressed

in a different currency, the conversion to ALL shall be made in accordance with the InforEuro exchange rate of May 2021, which can be found at the following address:
<http://ec.europa.eu/budget/graphs/inforeuro.html>.



REPUBLIC OF ALBANIA
MUNICIPALITY OF DEVOLL

No. _____ Prot.

Bilisht, on ____/____/____

CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N^o _____

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Municipality of Devoll, with NIPT K46919609D, represented by the Mayor Mr. Eduard Duro, with the address: Bashkia Devoll, Lagja Nr. 1, Rr. 24 Tetori Nr. 5

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>],³

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: “nZECOM - Sustainable and almost zero-emission communities and the role of public buildings”

Preparation of progress report and preparation of documents for verification of expenditures

Identification number: 1.3.3

(1) Subject

- 1.1 The subject of this contract is Preparation of progress report and preparation of documents for verification of expenditures done in Bilisht, Devoll with identification number 1.3.3 (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe I)

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

(2) Contract value

Global price contracts (studies and other result-based contracts)

The contract value is ALL _____ **excluding VAT**. with May'21 exchange rate 123.23 ALL/EUR

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference (Annex II)
- Organisation & Methodology (Annex III)
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the data protection officer of SD Data Protection Officer.

(b) the data protection notice is available at

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in two originals, one original for the contracting authority, one original for the European Commission, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name: Eduard Duro

Title: Mayor

Signature:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 1 Communications

- 1.1 **“nZECOM” Procurement Commission, Address:** Bashkia Devoll, Lagjia nr.1 Rr. 24 Tetori nr. 9, **Tel & Fax:** +35581123815-22288, **E-mail:** bashkiadevoll@gmail.com
- 1.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 2 General obligations

For the deliverable 1.3.3 “Preparation of progress report and preparation of documents for verification of expenditures” of IPA CBC Project “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” of Municipality of Devoll - PB3, the consultant will be contracted to:

- a. Coordinate with the Municipality of Devoll to establish a productive communication via phone, e-mail or person.
- b. Coordinate with the Lead Beneficiary and other involved entities regarding the progress report.
- c. Coordinate with the Lead Beneficiary and other involved entities regarding the Preparation of documents for verification of expenditures.
- d. Reading and understanding the “nZECOM – Sustainable and almost zero-emission communities and the role of public buildings” project.
- e. Gather information relevant to the progress reports.
- f. Gather information relevant to the documents for verification of expenditures.
- g. Consult drafts of progress reports with the Municipality of Devoll, responsible for reviewing and approving.

Article 3 Implementation of the tasks and delays

- 19.1 The start date for implementation shall be the date of signature of the contract by both parties.
- 19.2 The period for implementing the tasks is months from the start date till the end date of the project.

Article 4 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 5 Payment and interest on late payment

- 5.1 Payments shall be made in accordance with the following the option:

Global price contract

Month		ALL
0-6	Interim payment on submission and acceptance of Inception Report, including implementation plan and timelines	50 % of the contract value
6-16	Final payment on submission and acceptance of Final Report compiling activities achieved based on strategy and work plan, successes, challenges, results (planned and unplanned), lessons identified and recommendations on how to address those lessons and for further steps/actions	50 % of the contract value
	Total	ALL _____

- 5.2 By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.
- 5.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.
- 5.4 Payments shall be made in Albanian Leke (ALL) in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 6 Settlement of disputes

- 6.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the District Court of Korça in accordance with the national legislation of the state of the contracting authority.

Article 7 Data Protection

- 7.1 Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
- 7.2 To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC⁴ and as detailed in the specific privacy statement published at ePRAG.

* * *

⁴ OJ L 205 of 21.11.2018, p. 39

SERVICE TENDER SUBMISSION FORM

Ref: < as quoted in the letter of invitation to tender >

Contract title: < Contract title > [Lot title: < Lot title, if applicable >]

Please supply one signed tender submission form (including signed statements of exclusivity and availability from all key experts proposed, if applicable, a completed financial identification form and a completed legal entity file (only for the leader) and declarations from the leader and all members (if you are in a consortium), together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folders or dividers). We also suggest you use double-sided printing as much as possible.

Tenders submitted by consortiums (i.e. either a permanent, legally-established grouping or a grouping constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

When the European Commission is the contracting authority or is processing your personal data received from you or from the contracting authority (when the European Commission is not the contracting authority), the data protection rules provided for by the Regulation¹ on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data applies.

Information concerning processing of your personal data by the European Commission are available in the privacy statement at
<http://ec.europa.eu/europeaid/prag/annexes.do?group=A>

For DG International Cooperation and Development: [The data controller of this call for tenders is the head of DG International Cooperation and Development legal affairs unit.]

For DG Neighbourhood and Enlargement Negotiations: [The data controller of this call for tenders is the head of unit of NEAR/R.4 - Contracts and Finance (ENI)]

For any other DG: [The data controller of this call for tenders is <please add the name of your controller>]

¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

1. SUBMITTED by (i.e. the identity of the tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender
Leader ²	
Member	
Etc.	

2. CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

² Add/delete additional lines for consortium members as appropriate. **Note that subcontractors are not considered to be consortium members.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as 'leader' (and all other lines should be deleted). Any change in the identity of the leader and/or any consortium members between the deadline for receipt of tenders set in the instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the contracting authority.

3. DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format.

4. STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for consortiums, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our technical offer, and our financial offer, which is submitted in a separate, sealed envelope:

- Organisation & methodology
- Key experts (comprising a list of the key experts and their CVs), if required
- Tenderer's declaration (for a consortium, this must include one from every consortium member)
- Statements of exclusivity and availability signed by each of the key experts, if required
- Completed financial identification form (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the contracting authority on an earlier occasion, unless it has changed in the meantime)
- Completed legal entity file (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the contracting authority on an earlier occasion, unless the legal status has changed in the meantime)
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.6.10.1.1 of the practical guide. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the additional information about the contract notice.

[We undertake to guarantee the eligibility of the subcontractor(s) for the parts of the services for which we have stated our intention to subcontract in the organisation and methodology.] (delete this sentence if not applicable)

We confirm that we, including all consortium members, subcontractors and experts are not in the lists of EU restrictive measures (www.sanctionsmap.eu) and we understand that our tender may be rejected, if proved the contrary.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or hire such staff as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the contracting authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the contracting authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers. Signed on behalf of the tenderer:

Name	
Signature	
Date	

FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

<Name and address of the contracting authority — see the contract notice >

Your ref: < Publication reference >

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender [on an individual basis] * [as member of the consortium led by < name of the leader> [ourselves]] * for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as a member — including leader — in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 13 of the instructions to tenderers and have no professional conflicting interests and/or any relation with other short-listed candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submitting this tender according to Section 2.5.4. of the practical guide;
- [have attached a current list of the enterprises in the same group or network as ourselves] [are not part of a group or network] *;
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during implementation of the tasks;
- fully understand and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. and Section 2.4 of the practical guide or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and/or financial penalties up to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force;
- are aware that, for the purposes of safeguarding the financial interests of the EU, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We understand that our tender and the expert may be excluded if we propose the same key expert as another tenderer or if we propose a key expert who is engaged in an EU/EDF financed project if the input from his/her position in that contract could be required on the same dates as his/her work under this contract.

[* Delete as applicable]

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided proves to be false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative of the legal entity >

< Name and position of authorised representative of the legal entity >

STATEMENT OF EXCLUSIVITY AND AVAILABILITY³

PUBLICATION REF: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability
< start of period 1 >	< end of period 1 >	[full time] [part time]
< start of period 2 >	< end of period 2 >	[full time] [part time]
< etc. >		

I confirm that I do not have a confirmed engagement⁴ as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

I also declare that I am not in a situation of conflict of interest or unavailability, that I am not in the list of EU restrictive measures (www.sanctionsmap.eu) and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the contracting authority and in case of dispute concerning my contract with the contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a Statement of Exclusivity and Availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement
< tender reference >	< date >	[full time] [part time]
< tender reference >	< date >	[full time] [part time]
< etc. >		

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.]

Name	
Signature	
Date	

³ To be completed by all key experts.

⁴ The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender that has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the contractor.

ANNEX V: BUDGET

Global price: [EUR] or [<ISO code of national currency> for indirect management only] <amount>

[Option 1: Please include a price breakdown based on the outputs/deliverables in the terms of reference.]

[Option 2: The above amount must not be broken down further.]