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1. BACKGROUND INFORMATION

1.1. Partner country

< Albania >

1.2. Contracting authority

< Municipality of Gjirokastra >

1.3. Country background

< The COVID – 19 crisis has affected all the human activities in every kind of sector. The virus itself has cost many lives, and the lockdowns experienced by many countries have destroyed jobs and businesses. At the time of writing, the social and economic impact of the pandemic in the medium and long term is difficult to foresee and measure. The cultural and creative industries (CCIs) have been among the first sectors to shut their doors, and they will be among the last to reopen. Large parts of the sector depend on human congregation. As a result, venue and site-based activities, such as theatre, live music, festivals, cinemas and museums, have been hit particularly hard. Around the world, the livelihoods of workers in different sectors have been profoundly affected by lockdowns and physical distancing measures. The creative ecosystem, which combines a handful of multinational conglomerates with a multitude of freelance creatives and small and medium-sized enterprises, employs a significant proportion of these workers. Many people around the world depend on the cultural and creative industries for their livelihoods. Yet, the often precarious (or non-contractual) nature of their work has made artists and cultural professionals particularly vulnerable to the economic shocks that the pandemic has triggered. CHERRY project aims at improving policies and local plans addressed to CCI to react to the Pandemic period and to turn the restrictions of that period with the use of innovative communication means, digital technologies and services into an opportunity for further developing this sector, to address new users and, in general, make Culture n.ally for EU recovery. The project will work with public institutions coming from Italy, Greece, Hungary, Romania, Belgium, France, Latvia and Finland to support the resilience of CCI to the COVID19 emergency focusing on:

- CCI and urban transformation
- CCI and entrepreneurship and
- CCI and valorization of natural and cultural heritage assets>

The tremendous impact of COVID – 19 at the CCI can be depicted from the following figures:

- In 2020, the cultural and creative economy lost approximately 31% of its revenues
- The total turnover of CCIs in the EU28 is reduced to €444 billion in 2020, a net drop of €199 billion from 2019. The sharp fall Total turnover generated by CCIs in the EU-28 (in € billion) and music (-76%) are the most impacted; visual arts, architecture, advertising, books, press and AV activities fell by 20% to 40% compared with 2019. The video games industry seems to be the only one to hold up (+9%).
- With a loss of 31% of its turnover, the cultural and creative economy is one of the most affected in Europe, slightly less than air transport but more than the tourism and automotive industries (-27% and -25% respectively).
- The shockwaves of the COVID-19 crisis are felt in all CCIs: performing arts (-90% between 2019 and 2020)
- The crisis has hit Central and Eastern Europe the hardest (from -36% in Lithuania to -44% in Bulgaria and Estonia). COVID19 also increased use of digital technologies by CCI operators.

The addition of CHERRY project is having a positive contribution in the reversal of the negative consequences of the COVID – 19 in the CCI sector and to contribute to the European policies and strategies which have this purpose. More specifically, CHERRY: a) contributes to "a more competitive and smarter Europe" and "a more social and inclusive

Europe", because it aims at supporting CCI to recover and enhance their contribution to local growth from one side and enhance the contribution to citizens' well-being and social innovation; b) contributes to C (2021) 4838 final: "EU guidelines for the safe resumption of activities in the cultural and creative sectors - COVID-19", particularly "Actions to support the sustainable recovery of the cultural sectors"; c) contributes to the objective of NEXT GENERATION EU: Europe's moment: Repair and prepare the next Generation SWD(2020) 98 final and to the twin transition: Green deal and Digital transition, among other the New European Bauhaus strategy. It is harmonized with existing EU instruments.

1.4. Current situation in the sector

CHERRY project aims at improving 9 regional and local policies addressed to Cultural and Creative industries with specific reference to the Policy objective n.4-More Social Europe and the specific objective VI-Culture and tourism for economic development, social inclusion and social innovation. CHERRY aims to increase CCI contribution to the local growth, social inclusion and innovation. In particular, CHERRY will address policies to trigger the resilience of CCI after the COVID-19 health emergency considering the twin transition (green and digital) and with the aims of a) supporting the valorization of natural and cultural heritage assets; b) increasing the local economic growth working on entrepreneurship; c) increasing the contribution of CCI to the urban transformation.

The partnership involves 11 partners from 10 countries (Italia, France, Belgium, Finland, France, Hungary, Romania, Greece, Albania and Bosnia – Herzegovina). The partnership includes local authorities of the first and second level, moreover all the partners have involved in the project a great number of stakeholders that are related to the CCI sector. The Municipality of Gjirokaster and Sarajevo Economic Region Development Agency (SERDA) are the last two partners that came in the project, and they have the role of the discovery partners.

CHERRY project implementation process has the following approach: the main topic of the project (supporting CCI's recovery after the COVID-19 period) is approached following 3 entries that are in line with the policies' improvement planned by the partners: Entry n.1: CCI and local development, how to support companies from the sector to recover after COVID-19 and how to strengthen their position or support the establishment of new enterprises. Entry n.2: CCI and urban transformation: how CCI can contribute to the urban transformation triggering emerging trends connected with green and digital transition, creativity, e-commerce, etc. Entry n.3: how to support the valorization of cultural and natural heritage assets with the involvement of CCI.

The Municipality of Gjirokaster (the Biggest Municipality of the Region) has an historical centre recognized as a UNESCO World Heritage site since 2005. The Gjirokaster as most of the regions severed great losses at the CCI sector during the pandemic period. Now the situation has started to change in a positive way and in order the Municipality of Gjirokaster to contribute to this designed and implemented some initiatives, which were: a) Promoting local cultural tourism: Encouraging residents to explore their own city or region can help boost the local economy and tourism sector. b) Implementation of safety measures: Ensuring that safety protocols are in place to protect visitors and residents to rebuild a feeling of trust in the destination. c) Diversifying tourism offerings: Introducing new cultural attractions, experiences, or events can help attract new targets of tourists Marketing campaigns: Launching targeted marketing campaigns to showcase Gjirokaster's attractions (including cultural attractions) and encourage tourists to visit it. It is believed that these initiatives can positively contribute to boost tourism numbers. Additionally, the MoG is trying to create opportunities for the residents to actively participate in cultural experiences that can have a significant impact on local growth, because when communities embrace and showcase their unique cultural identities, it can attract tourists, increase economic activity, and foster a sense of pride among residents.

1.5. Related programmes and other donor activities

< N/A >

2. OBJECTIVES & EXPECTED OUTPUTS

2.1. Overall objective

The overall objective of CHERRY project is the improvement of 9 regional and local policies addressed to Cultural and Creative industries with specific reference to the Policy objective n.4-More Social Europe and the specific objective VI-Culture and tourism for economic development, social inclusion and social innovation. CHERRY aims to increase CCI contribution to the local growth, social inclusion and innovation. In particular, CHERRY will address policies to trigger the resilience of CCI after the COVID-19 health emergency considering the twin transition (green and digital) and with the aims of a) supporting the

valorization of natural and cultural heritage assets; b) increasing the local economic growth working on entrepreneurship; c) increasing the contribution of CCI to the urban transformation.

2.2. Specific objective(s)

The specific objectives and outcomes that will be achieved from CHERRY implementation, in Transnational and Local level, are expected to be the following:

1. Exchange Knowledge Phase (Semester 1 – 6)

Activities at transnational level:

- 3 Transnational working groups, one for each of the 3 project entries
- 3 Sets of projects peering activities to exchange knowledge among partners
- 3 Transnational study visits: one for each of the 3 project entries, to raise knowledge about identified good practices and thematic learning sessions
- 2 Pilot Actions:
 - a) Testing of new PPPs financing tools for the enhancement of cultural activities
 - b) Developing new narratives and digital services for the CCIs

Activities at local level:

- 6 Local Stakeholder meetings to raise knowledge and skills and to increase contribution to the local policy's implementation process
- 3 Local thematic expert workshops to analyse policies' background, trends and impacts concerning the contribution the 3 project entries

2. Follow-up Phase (Semester 7 & 8)

Activities at transnational level:

- Follow-up event addressed to local actors
- 1 Set of working groups to monitor the impact of the actions undertaken under the 3 entries
- Participation a contribution to the Interreg EUROPE Policy Learning Platform

Activities at local level:

- 1 Assessment survey addressed to local users involved in the policy improvement to understand the impacts of policy improvements on CCI
- 2 Local Stakeholders meetings as a follow-up of the pilot action implemented, and to monitor, analyse and elaborate the achievements of the project

3. Communication Activities (horizontally over the whole project duration)

- Communication Events
- Social media
- Elaboration of the Communication Strategy
- Flyers
- Brochures
- Newsletters
- Videos
- Participation to sectoral dissemination events
- Press releases

2.3. Expected outputs to be achieved by the contractor

The CHERRY project envisions turning the restrictions of the COVID-19 period with the use of innovative communication means, digital technologies and services into an opportunity for further developing in the CCI sector, to address new users and, in general, make *Culture the n.1 ally for EU recovery*. By means of transnational cooperation involving stakeholders for the CCI sector, the partners of the project will:

Improve 9 regional and local policies addressed to Cultural and Creative industries to enhance the resilience of CCI after the COVID-19 health emergency considering the twin transition (green and digital), in order to:

- Support the valorisation of natural and cultural heritage assets
- Increase the local economic growth working on entrepreneurship
- Increase the contribution of CCI to the urban transformation

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

The main assumptions underlying the project are the following:

- The maturity of the project activities is at a satisfactory level. Sufficient capacity of the involved stakeholders and target groups to participate in the project events/activities.
- Previous studies including norms, planning rules, financial and economic incentives, methods of analysis and evaluation of the CCI sector in the Gjirokaster Region and at the country level will be available.
- The proposed strategic road map will be in line with the needs of the stakeholders involved and political support will facilitate the integration of this in the concerned areas.

3.2. Risks

Risk	Weight	Probability of occurrence	Mitigation measure
Inability to elaborate the necessary communication means as requested in by the Contract.	High	Low	The contractor is requested to have experience in EU projects.
Low capacity of the region and the country to implement the proposed measures-activities.	High	Low	Strong political commitment is in place to meet the sustainable development requirements and impose the necessary measures.
Convid19 – New lock Down	High	Medium	A risk assessment plan will be developed, and alternative solutions will be proposed (webinars) for the implementation of the project’s workshops.
Low capacity of the involved stakeholders and target groups to participate in the project activities / events.	Medium	Medium	The invitation approach / the communication channels and the agenda of the events will be redesigned. New dates will be chosen, if necessary, to address the requirements of most stakeholders.

Possible delays in project implementation	Medium	Medium	The project timetable will be re-designed, if necessary. A prolongation request will be submitted in case of major delays.
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4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The scope of the assignment is to provide integrated consulting support to the Contracting Authority for the implementation of the project deliverables listed in section 4.2.

4.1.2. Geographical area to be covered

Albania, Municipality of Gjirokaster

4.1.3. Target groups

- Local public authorities
- Regional public authorities
- National public authorities
- General public
- Sectoral agencies
- Higher education & research
- Education/training centre and schools
- Enterprises & SMEs
- Interest Groups, including NGOs.

4.2. Specific work

Del. Num.	Deliverable Title	Description	Delivery date	Budget (€)
1	SWOT analysis	Elaboration of a SWOT analysis on cultural policies respect to culture and local growth and urban transformation;	Feb 2025	5.000,00€
2	Identification of (minimum) one local good practice	The contractor will support the MoG to the identification of the local good practices and their evaluation according to the criteria that has been set by the project's consortium	Aug 2025	5.000,00€

3	Exchange of experience – external support	Constant support to the process of the exchange experience reports/studies & support services for the meetings. The contractor is obliged to submit a report, at the end of every semester, with all the provided services during the specific time period	Feb 2027	10.000,00€
4	Presentation of lesson learnt/strategic roadmap	Support for the elaboration of the presentation of lesson learnt / strategic roadmap and during the relevant meeting that will be organized by RAFVG. The contractor will submit a report with all the relevant action that were undertaken for this purpose	Feb 2026	3.000,00€
5	Organization of the 1 st communication event	Support for the organization of the 1 st communication event at local level by the provision of indicative services such as: catering, secretarial support and photographic coverage during the event, information material for the participants e.t.c A report accompanied from the relevant proof material will be submitted by the contractor	Aug 2025	1.500,00€
6	Organization of the 2 nd communication event	Support for the organization of the 2 nd communication event at local level by the provision of indicative services such as: catering, secretarial support and photographic coverage during the event, information material for the participants e.t.c A report accompanied from the relevant proof material will be submitted by the contractor	Feb 2027	1.500,00€
7	Project management and reporting	The contractor will assist in the overall coordination of the project, the time plan, the submission of the Progress Reports Financial Reports and Policy Reports and the communication with the FLC. In particular the contractor will: 1. prepare the Progress, Financial and Policy Report within one month from the end of each	May 2027	17.500,00€

		<p>semester according to the instruction of the LP.</p> <p>2. coordinate the reporting procedure in eMS</p> <p>3. coordinate of the expense's certification procedure, communicate with the FLC</p> <p>4. check that the project implementation is performed according to Interreg Europe programme manual</p> <p>5. support the MoG during the project's closure phase</p>		
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4.3. Project management

4.3.1. Responsible body

Municipality of Gjirokaster

4.3.2. Management structure

The Municipality of Gjirokaster as a local public authority is interested in implementing activities and initiatives fostering sustainable economic and social development in its territory. Enhancing the role of culture and sustainable tourism in economic development is also a priority for the Municipality of Gjirokaster and can be achieved through the elaboration and implementation of local strategies and policies. Moreover, it has the capacity in networking with all the stakeholders on local, regional, national and international level in order to effectively achieve its goals.

Regarding EU-funded interregional project management, the Mayor of Gjirokaster is given by law the authority to sign contracts, initiate procurement procedures, cooperate with third parties and take key actions in the best interest of the municipality. He can delegate other aspects of the project management to the deputy mayors or other staff members. The Project Management Unit is composed by the Project Manager who has operational responsibility for the implementation of the overall project and will ensure timely commencement of the entire project within the time schedule. The Financial Manager has the responsibility to enable efficient overall financial and budgetary management of the operation. The Communication Manager has the responsibility to communicate internally and externally all-important aspects of the project. The Project Management Team is composed of experienced staff members of the Municipality and reports and informs the mayor periodically throughout the implementation of the project.

The Department "EU Projects and Programmes" will be responsible for the preparation and execution of the project activities.

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

N/A

5. LOGISTICS AND TIMING

5.1. Location

Municipality of Gjirokaster, Albania

5.2. Start date & period of implementation of tasks

The intended start date is <16.01.2024> and the period of implementation of the contract will be <29> months from this date and including the closure phase. 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 <English> in one original and one copy:

- **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 <20> 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 15 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 CCI sector. 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.

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

< Specific performance measures chosen because they provide valid, useful, practical and comparable measures of progress towards achieving expected results. Can be quantitative: measures of quantity, including statistical statements; or qualitative: judgements and perception derived from subjective analysis. >

8.2. Special requirements

< No special requirements are envisaged.>



ANNEX III: Organisation & Methodology

To be completed by the tenderer

Please provide the following information:

1. RATIONALE

- Any comments you have on the terms of reference for the successful execution of activities, in particular regarding the objectives/results (outputs, outcomes, impact), thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

2. STRATEGY

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

3. BACKSTOPPING, SUBCONTRACTING AND CAPACITY PROVIDING ENTITIES

- A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the 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 control systems and the excellent knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements– including sub-contracting only aiming at making available key and non-key experts - and subcontracting with capacity providers (if such were identified during the shortlisting stage) with a clear indication of the tasks that will be entrusted to such subcontractors and a statement by the tenderer guaranteeing the eligibility of subcontractors and capacity providers.

4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM AND OF CAPACITY PROVIDING ENTITIES

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.
- If the tenderer relied on the capacity of other entities to fulfil the technical and professional criteria, evidence of the written commitment provided by those entities for performing the services for which their technical and professional capacities are required must be provided.

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- If the tenderer relied on the capacity of other entities to fulfil the economic and financial criteria, evidence of the written commitment provided by those entities establishing their joint liability for the performance of the contract must be provided.

5. TIMETABLE OF WORK

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the terms of reference.
- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

Guidance notes on expert inputs:

The tenderer is expected to take into account the implementation period of the contract and propose the number of days which will be needed for experts to accomplish the tasks described in the terms of reference.

Implementation of the contract (and therefore payment) is based solely on the working days. The contractor will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). Tenderers must annex the 'Estimated number of working days' worksheet contained in the spreadsheet for Annex V to the organisation and methodology to demonstrate the correspondence between the proposed methodology and the expert inputs. Please note that the budget breakdown should not be attached to the organisation and methodology as no financial offer should be disclosed in the technical offer.

During the technical evaluation, assessment will be made if the number of working days estimated for each month for each type of expert proposed in the organisation and methodology are sufficient for the requirements of the terms of reference to be achieved. This is judged on the basis of the profiles identified in the terms of reference and the organisation and methodology.

The tenderer is expected to include the holiday provision for the experts. The annual leave entitlement of the experts employed by the contractor is determined by their employment contract with the contractor and not by the service contract between the contracting authority and the contractor. However, the contracting authority can decide when experts take their annual leave since this is subject to approval by the project manager, who will assess any such request according to the needs of the project while the contract is in progress. For obvious reasons, a day of annual leave is not considered to be a working day. Please see the general conditions, Articles 21 and 22.

The fee rates for all experts must include the remuneration paid to the experts, all the administrative costs of employing the relevant experts, such as equipment, relocation and repatriation expenses [including flights to and from the country of assignment upon mobilisation and demobilisation as well as leave], accommodation, expatriation allowances, leave, medical insurance and any other employment benefits given to the experts by the contractor. It shall also include any security arrangement except when this is exceptionally included under the incidental expenditure. Furthermore the fees shall also include the margin, overheads, profit and backstopping facilities.

A fee-based/technical assistance contract is, by definition, one in which the actual days worked each month for each category of experts may differ from the number of working days estimated for each month in the work plan in Annex V. The actual input required for the tasks specified in the terms of reference and organisation and methodology will only be known once the contract starts. The project manager will use the work plan when monitoring the actual number of working days submitted in each invoice to check that the contract is progressing within budget. The contractor may update the estimate during implementation of the project in accordance with article 20 of the general conditions.]

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6. LOG FRAME

The Logical framework (logframe) matrix is a table that captures in a structured way the hierarchy of results of the intervention, mirroring the objectives/results laid out in Section 2 of the Terms of Reference, i.e. annex b8e (fee-based) and annex b8f (global price).

The impact is the intermediate to long-term expected effect of the action fulfilling the overall objective. The outcomes are the mid-term expected effects of the action fulfilling the specific objective(s). The links between each element (impact, outcomes, outputs) are as important as the results themselves, reflecting the theory of change and the roles of providers and other stakeholders.

The Logical framework (logframe) matrix should be used as a reporting tool on the achievement of the results (impact, outcomes, outputs) during implementation. Values on indicators aimed at measuring the results will be regularly updated in the column foreseen for monitoring and reporting purposes (see “Current value”). Columns for intermediary targets could be added, if needed.

Changes to the Logical framework that affect the expected results (impact, outcomes, outputs) shall be agreed with the contracting authority before the modification takes place, and implemented through an amendment to the contract as per article 20 of annex b8d (General Conditions for service contracts).



Results	Results chain	Indicator	Baseline (value & reference year)	Target (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Sources of data	Assumptions
Impact (Overall objective)	<p>Please ensure consistency with the overall objective/impact identified in Annex II: Terms of Reference, section 2 “Objectives and Expected Results”</p> <p>As per OECD-DAC definition, the impact is “the overall objective of the Action entailing positive and negative, primary and secondary long-term effects produced by a development intervention, directly or indirectly, intended or unintended.”</p> <p>The impact is the intermediary to long-term expected effect of the action fulfilling the overall objective(s) to which the action <u>contributes</u> at country, regional or environmental global context which will stem from interventions of all relevant actors and stakeholders.</p> <p>Please delete this row once the Logframe is completed.</p>	<p>Quantitative and/or qualitative variable that provides a simple and reliable mean to measure the achievement of the corresponding result</p> <p>To be presented, when relevant, disaggregated by sex, age, urban/rural, disability, etc.</p>	<p>The value of the indicator(s) prior to the intervention against which progress can be assessed or comparisons made.</p> <p>(Ideally, to be drawn from the partner's strategy)</p>	<p>The intended final value of the indicator(s).</p> <p>(Ideally, to be drawn from the partner's strategy)</p>	<p>The latest available value of the indicator(s) at the time of reporting</p> <p>(* to be updated in interim and final reports)</p>	<p>Ideally to be drawn from the partner's strategy.</p>	<p>Not applicable</p>
		Impact indicator 1:	Baseline for impact indicator 1	Target for impact indicator 1	Current value for impact indicator 1	Sources of data for impact indicator 1	Not applicable
		Impact indicator 2:	Baseline for impact indicator 2	Target for impact indicator 2	Current value for impact indicator 2	Sources of data for impact indicator 2	

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Results	Results chain	Indicator	Baseline (value & reference year)	Target (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Sources of data	Assumptions
		Impact indicator #:	Baseline for impact indicator #	Target for impact indicator #	Current value for impact indicator #	Sources of data for impact indicator #	
Outcome (SPEICOBjective(s))	<p>Please ensure consistency with the specific objective(s)/outcome(s) identified in Annex II: Terms of Reference, section 2 “Objectives and Expected Results”</p> <p>As per OECD-DAC definition, the outcomes are “The likely or achieved short-term and medium-term change and effects of intervention outputs.”</p> <p>The main medium-term effect of the intervention focuses on behavioural and institutional changes beneficial to the target group and resulting <u>from the related outputs of the Action.</u></p> <p>It is good practice to limit the number of specific objectives (often one is enough), however for large Actions, other outcomes can be included.</p> <p style="color: red;">Please delete this row once the Logframe is completed.</p>	<p>Quantitative and/or qualitative variable that provides a simple and reliable mean to measure the achievement of the corresponding result</p> <p>To be presented, when relevant, disaggregated by sex, age, urban/rural, disability, etc.</p>	<p>The value of the indicator(s) prior to the intervention against which progress can be assessed or comparisons made.</p>	<p>The intended final value of the indicator(s).</p>	<p>The latest available value of the indicator(s) at the time of reporting</p> <p>(* to be updated in interim and final reports)</p>	<p>Sources of information and methods used to collect and report (including who and when/how frequently).</p>	<p>External, necessary and positive conditions for implementing the intervention that are outside of its management's control.</p>
	Outcome 1	1.1 – Indicator 1 to Outcome 1	1.1 – Baseline for indicator 1.1 (same unit of measure)	1.1 – Target for indicator 1.1	1.1 – Current value for indicator 1.1	1.1 – Source of data for indicator 1.1	
		1.2 – Indicator 2 to Outcome 1	1.2 Baseline for indicator 1.2 (same unit of measure)	1.2 – Target for indicator 1.2	1.2 – Current value for indicator 1.2	1.2 – Source of data for indicator 1.2	
		(...)	(...)	(...)	(...)	(...)	
Outcome 2	2.1 – Indicator to outcome 2	2.1 – Baseline for indicator 2.1 (same unit of measure)	2.1 – Target for indicator 2.1	2.1 – Current value for indicator 2.1	2.1 – Source of data for indicator 2.1		

Organisation & methodology

Results	Results chain	Indicator	Baseline (value & reference year)	Target (value & reference year)	Current value* (reference year) (* to be included in interim and final reports)	Sources of data	Assumptions
		2.2 - Indicator to outcome 2	2.2 – Baseline for indicator 2.2 (same unit of measure)	2.2 – Target for indicator 2.2	2.2 – Current value for indicator 2.2	2.2 – Source of data for indicator 2.2	
	Outcome #	(...)	(...)	(...)	(...)	(...)	
Outputs	<p>Please ensure consistency with the outputs identified in Annex II: Terms of Reference, section 2 “Objectives and Expected Results”</p> <p>As per OECD-DAC definition, outputs are “the products, capital goods and services which result from development interventions.”</p> <p>Outputs are the direct/tangible products (infrastructure, goods and services) delivered/generated by the action. They may also include changes resulting from the action which are relevant to the achievement of outcomes. These changes relate to improved capacities, abilities, skills, systems, policies of a group of people or an organisation, and are generated by the EU action.</p> <p>Outputs should be linked to corresponding outcomes through clear numbering. However in some cases please note that a given output can contribute to the achievement of more than one outcome(s).</p> <p><i>Please delete this row once the Logframe is completed.</i></p>	(same as above)	(same as above)	(same as above)	(same as above)	(same as above)	External, necessary and positive conditions for implementing the intervention that are outside of its management's control.
	1.1 Output 1 related to Outcome 1	1.1.1 Indicator 1 to Output 1	1.1.1 Baseline for indicator 1.1.1 (same unit of measure)	1.1.1 Target for Indicator 1.1.1	1.1.1 Current value for indicator 1.1.1	1.1.1 Source of data for indicator 1.1.1	
		1.1.2 Indicator 2 to Output 1	1.1.2 Baseline for indicator 1.1.2 (same unit of measure)	1.1.2 Target for Indicator 1.1.2	1.1.2 Current value for indicator 1.1.2	1.1.2 Source of data for indicator 1.1.2	

Organisation & methodology

<i>R e s u l t s</i>	<i>Results chain</i>	<i>Indicator</i>	<i>Baseline (value & reference year)</i>	<i>Target (value & reference year)</i>	<i>Current value* (reference year) (* to be included in interim and final reports)</i>	<i>Sources of data</i>	<i>Assumptions</i>
		(...)	(...)	(...)	(...)	(...)	
	1.2 Output 2 related to Outcome 1	1.2.1. Indicator 1 to Output 2	1.2.1. Baseline for indicator 1.2.1 (same unit of measure)	1.2.1. Target for Indicator 1.2.1	1.2.1. Current value for indicator 1.2.1	1.2.1. Source of data for indicator 1.2.1	
		1.2.2 Indicator 2 to Output 2	1.2.2 Baseline for indicator 1.2.2 (same unit of measure)	1.2.2 Target for Indicator 1.2.2	1.2.2 Current value for indicator 1.2.2	1.2.2 Source of data for indicator 1.2.2	
		(...)	(...)	(...)	(...)	(...)	
	2.1 Output 1 related to Outcome 2	2.1.1 Indicator 1 to Output 1	2.1.1 Baseline for indicator 2.1.1 (same unit of measure)	2.1.1 Target for Indicator 2.1.1	2.1.1 Current value for indicator 2.1.1	2.1.1 Source of data for indicator 2.1.1	
		2.1.2 Indicator 2 to Output 1	2.1.2 Baseline for indicator 2.1.2 (same unit of measure)	2.1.2 Target for Indicator 2.1.2	2.1.2 Current value for indicator 2.1.2	2.1.2 Source of data for indicator 2.1.2	
		(...)	(...)	(...)	(...)	(...)	
	2.2 Output 2 related to Outcome 2	2.2.1 Indicator 1 to Output 2 related to Outcome 2	2.2.1 Baseline for indicator 2.2.1 (same unit of measure)	2.2.1 Target for Indicator 2.2.1	2.2.1 Current value for indicator 2.2.1	2.2.1 Source of data for indicator 2.2.1	
		2.2.2 Indicator 2 to Output 2 related to Outcome 2	2.2.2 Baseline for indicator 2.1.2 (same unit of measure)	2.2.2 Target for Indicator 2.2.2	2.2.2 Current value for indicator 2.2.2	2.2.2 Source of data for indicator 2.2.2	
		(...)	(...)	(...)	(...)	(...)	
	(...)						

Organisation & methodology

Activities Matrix

<p><i>What are the key activities to be carried out to produce the intended outputs?</i></p> <p><i>(*activities should be linked to corresponding output(s) through clear numbering)</i></p>	<p>Means <i>What are the political, technical, financial, human and material resources required to implement these activities, e.g. staff, equipment, supplies, operational facilities, etc.</i></p> <p>Costs <i>What are the action costs? How are they classified? (Breakdown in the Budget for the Action)</i></p>	<p>Assumptions <i>External, necessary and positive conditions for implementing the intervention that are outside of its management's control.</i></p>
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ANNEX V: BUDGET

Project title: “Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”, Subsidy Contract 01C0065. Under the Interreg Europe Programme 2021 – 2027

Contract Title: Provision of Technical Support Services to the Municipality of Gjirokaster for the implementation of the project “Making Culture the N°1 ally of European RecoverY”, with the Acronym “CHERRY”

Location: Gjirokaster, Albania

Reference Number: CHERRY/2024/1

Please include a price breakdown based on the outputs/ deliverables as the Terms of Reference:

Del Num.	Deliverable Title	Maximum Budget as per ToRt (€)	Offered Price without VAT (€)	Offered price with VAT (€)
1	SWOT analysis	5.000,00€		
2	Identification of (minimum) one local good practice	5.000,00€		
3	Exchange of experience – external support	10.000,00		
4	Presentation of lesson learnt/strategic roadmap	3.000,00€		
5	Organization of the 1 st communication event	1.500,00€		
6	Organization of the 2 nd communication event	1.500,00€		
7	Project management and reporting	17.500,00€		
TOTAL		43.500,00€		

Global price: EUR <amount> without VAT

Name of tenderer: []

Signature

Stamp

Reference Number:

Tenderer / Consortium Name:

Evaluator Name: Signature:

EVALUATION GRID

	Maximum
Organisation and methodology	
Rationale	[20]
Strategy	[40]
Back-up function	[10]
Involvement of all members of the consortium	[10]
Timetable of activities	[20]
Overall total score	100

Strengths	
Weaknesses	

NB: Only tenders with average scores of at least 75 points qualify for the financial evaluation

INSTRUCTIONS TO TENDERERS

REFERENCE: <CHERRY/2024/1>

PROJECT <“Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”, Subsidy Contract 01C0065, Under the Interreg Europe Programme 2021 – 2027>

CONTRACT TITLE < Provision of Technical Support Services to the Municipality of Gjirokastrer for the implementation of the project “Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”>

<**Location** – Municipality of Gjirokastrer / Albania >

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: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

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	< 16.12.2024>	< 14:00>
Last date for the contracting authority to issue clarification	< 23.12.2024 >	< 14.00 >
Deadline for submitting tenders	<27.12.2024 >	< 14.00 >
Completion date for evaluating technical offers	<07.012025>	-
Notification of award	< 10.01.2025 > §	-

Contract signature	< 13.01.2025 > §	-
Start date	< 16.01.2025 > §	-

* **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 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, or the third party making available the experts, shall contain a provision that experts are subject to the approval of the partner country. It is furthermore recommended that this contract contain a dispute resolution clause.
- e) Subcontracting is allowed but the contractor will remain fully liable towards the contracting authority for performance of the contract as a whole. The tenderer and, where applicable, entities on whose capacities it relies with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract. 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 in the tender submission form.
- f) All subcontractors and capacity providing entities must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor/capacity-providing entity identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the general conditions of 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.
- h) For the avoidance of doubt, where the experts are not directly employed or contracted by the tenderer/contractor but through a third party, the latter is a sub-contractor.

Experts made available by any third party (sub-contractors) are considered for all purposes related to the present contract to be the personnel of the contractor.

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 copies, each marked “**Copy**”.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.]

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** using the format attached to the tender submission form 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 subcontractor 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.
 - c) The **legal entity file** and supporting documents.
 - 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.
- (3) **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives

Annex IV to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the terms of reference. Only the work experience mentioned in the CV will be considered by the evaluation committee. Note that the CVs of non-key experts must not be submitted.

¹ See point 4 above and point 8 below: in case of electronic submission, tenderers must keep the originals of the Declaration on Honour for control purposes and must provide them to the contracting authority upon request.

The qualifications and experience of each key expert must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such a case the entire tender shall be rejected.

Tenderers must provide the following documents for any key experts proposed:

- a copy of the diplomas mentioned in their CVs,
- a copy of employer certificates or references or signed copies of consultancy or labour contracts proving the professional experience indicated in their CVs. The admissibility of any other supporting documents to prove the work experience indicated in the CV will be subject to the discretion of the contracting authority.

Only diplomas and documented experience will be taken into account. Previous experience which would have led to breach of contract and termination shall not be used as reference.]

- (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) Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice. (See Section 2.6.11 of the practical guide).]

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 [Euro] 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

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB\(Ch.3\):Servicecontracts](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB(Ch.3):Servicecontracts).

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 [EUR] <43.500,00t> without VAT.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

[There is no agreement between the European Commission and <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. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

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

Tenderers may submit questions in writing to the following address up to Simplified procedure: 15 days -before the deadline for submission of tenders, specifying the publication reference and the contract title:

Name:	Municipality of Gjirokaster
Address:	Sheshi “Çerçiz Topulli”, 6001 Gjirokaster, Albania
Telephone:	+355699687885
Fax:	
e-mail:	konstantinatsoparka89@gmail.com

The contracting authority has no obligation to provide clarification after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest 8 calendar days before the deadline for submitting tenders.

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 <27.12.2024, time 14:00 >.

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 Gjirokaster (Bashkia Gjirokaster), Sheshi “Çerçiz Topulli”,6001..., Gjirokaster Albania

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 Gjirokaster (Bashkia Gjirokaster), Sheshi “Çerçiz Topulli”,6001..., Gjirokaster Albania. Opening hours: 08:00 – 14:00 from Monday to Friday.

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or 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 requests to participate or 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. <CHERRY/2024/1>);
- c) the words ‘Not to be opened before the tender-opening session’ and < **Të mos hapet përpara sesionit të hapjes së tenderit** >;
- d) the name of the tenderer.

Each envelope must include an index of its contents. 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 3.4.10.3 of the practical guide (available on the internet at <https://wikis.ec.europa.eu/display/ExactExternalWiki/3.+Service+Contracts>).

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 will not be accepted and will therefore not be further evaluated.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the evaluation committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

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 personnel 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

Tenderers will be notified of the outcome of this procurement procedure in writing

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the contracting authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to terminate the contract on the basis of article 36.2 (m) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in article 10.2 of the general conditions for service contracts. Furthermore it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

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 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 Managing Authority of the Interreg Europe 2021 – 2027 programme.

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.



Contract title :	Provision of Technical Support Services to the Municipality of Gjirokastrë for the implementation of the project “Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”, in the context of the INTERREG Europe 2021-2027	Reference :	CHERRY/2024/1
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Tender number	Tender's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	With in the 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/...)	Organization & methodology exist?	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)?	Subcontracting statement acceptable?	Documentary evidence for the references ² (If requested at this stage of the procedure)	Documentary evidence for the exclusion criteria (If requested at this stage of the procedure)	Overall decision? (Accept / Reject)
1																		

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

² Evidence provided shall be compliant with the description given in the request to participate form as concerns the selection criteria for technical capacity as specified in the contract notice



Tender number	Tender's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	With in the 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/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organization & 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)?	Subcontracting statement acceptable?	Documentary evidence for the references ² (If requested at this stage of the procedure)	Documentary evidence for the exclusion criteria (If requested at this stage of the procedure)	Overall decision? (Accept / Reject)
2																		
3																		
4																		
5																		
6																		
7																		
8																		



Chairperson's name	
Chairperson's signature	
Date	



DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE GENERAL BUDGET OF THE EUROPEAN UNION UNDER THE
INTERREG EUROPE PROGRAMME 2021 – 2027

Municipality of Gjirokastrë
Sheshi “Çerçiz Topulli”,
6001 Gjirokastrë, Albania
(‘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 <“Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”,
Subsidy Contract 01C0065 Under the Interreg Europe Programme 2021 – 2027>

CONTRACT TITLE < Provision of Technical Support Services to the Municipality of Gjirokastrë
for the implementation of the project “making Culture tHe N°1 ally of European RecoveRY”, with the
Acronym “CHERRY”>

Identification number < CHERRY/2024/1>

(1) Subject

- 1.1 The subject of this contract is < Provision of Technical Support Services to the Municipality of Gjirokastrë for the implementation of the project “making Culture tHe N°1 ally of European RecoveRY”, with the Acronym “CHERRY”> done in Gjirokastrë Albania with identification number < CHERRY/2024/1> (‘the services’).

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.

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in [Euro] , is a global price contract. The contract value is [EUR] <amount of the contractor's financial offer without VAT>.

(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 [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV)
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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

The following conditions to the contract shall apply:

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 head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

(b) the data protection notice is available at

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

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

For the contracting authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

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 2 Communications

2.1 Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication

e.g

Project manager for the Contracting Authority and Contractor

OR

Financial manager for the Contracting Authority and the Contractor

2.2 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 4 Subcontracting

4.9 [not applicable} remains only for numbering reasons.

Article 7 General obligations

7.8 The contractor should comply with its minimum obligation towards visibility as per the requirements of Interreg Europe Programme Manual. All activities must comply with the rules lay down in the Communication and Visibility Manual of the Project and the general rules for EU External Actions published by the European Commission.

Article 12 - Liabilities

12.2 ‘By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value

Article 19 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 from the signature date from both parties until 31st May 2027 or until the official end of the project in case of extension.

Article 26 Interim and final reports

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

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 28 Expenditure verification

28.2 [not applicable} remains only for numbering reasons.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		<EUR/***>
1	Maximum pre-financing payment	<WILL NOT PROVIDED>
<Month/ year >	Deliverable 1	Amount as per budget line
<Month/ year >	Deliverable N	Amount as per budget line
	Total	<Total contract value without VAT>

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.]

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the

period mentioned in the general conditions submitted The demand must be submitted within two months of receiving late payment.]

29.5 Payments will be made in [Euro] 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 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

[40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Administrative Courts of the Republic of Albania applying the national legislation of the contracting authority.

Article 42 Data protection

[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.

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 CONTRACT NOTICE

<Contract title>

PROJECT <“Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”, Subsidy Contract 01C0065 Under the Interreg Europe Programme 2021 – 2027>

CONTRACT TITLE < Provision of Technical Support Services to the Municipality of Gjirokastrë for the implementation of the project “Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”>

<**Location** – Municipality of Gjirokastrë / Albania >

Identification number < CHERRY/2024/1>

1. Reference

< CHERRY/2024/1>

2. Procedure

[Simplified procedure PRAG 2021.1

3. Programme title

< Interreg Europe 2021 – 2027 >

4. Financing

<Budget line/financing agreement/other>

5. Contracting authority

Municipality of Gjirokastrë / Albania

CONTRACT SPECIFICATION

6. Nature of contract

Global price

7. Contract description

The current contract is related to the provision of services for the following activities and deliverables as per the Approved Application Form for the PP 10 Municipality of Gjirokastrë. These services concern the following:

- Elaboration of a SWOT analysis on cultural policies with respect to culture and local growth and urban transformation.

- Identification of (minimum) one local good practice
- Constant support to the process of the exchange experience reports/studies & support services for the meetings.
- Support for the elaboration of the presentation of lesson learnt / strategic roadmap and during the relevant meeting that will be organized by RAFVG.
- Support for the organization of the 1st communication event at local level by the provision of indicative services such as: catering, secretarial support and photographic coverage during the event, information material for the participants e.t.c
- Support for the organization of the 2nd communication event at local level by the provision of indicative services such as: catering, secretarial support and photographic coverage during the event, information material for the participants e.t.c
- Project management and Coordination

8. Number and titles of lots

One lot only

9. Maximum budget

[EUR] 43.500,00 without VAT (a maximum budget per deliverable is defined in the terms of reference based on the contract)

CONDITIONS OF PARTICIPATION

10. Legal basis, eligibility and rules of origin

Participation is open to all legal persons (participating either individually or in a grouping – consortium – of tenderers) which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

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

< 15/01/2025 >

15. Implementation period of the tasks

From the signature date from both parties until 31st May 2027 or until the official end of the project in case of extension.

SELECTION AND AWARD CRITERIA

16. Selection criteria

Capacity-providing entities

An economic operator (i.e. candidate or tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. If the economic operator relies on other entities, 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 and notably that of nationality as the economic operator relying on them 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 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 tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

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.

The tenderer shall not use previous experience which caused breach of contract and termination by a contracting authority as a reference for selection criteria.

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.**

- the average annual turnover of the tenderer must exceed the 50% of the maximum
- budget stated in the contract notice; and
- Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium, this criterion must be fulfilled by each member.

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.**

- has at least one Permanent Expert with experience in fields relevant to the topics (one or more) of this procurement, such as: EU Project Management, Event Organization, Awareness and Publicity, Studies in the field of CCI sector, or similar.

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 five years preceding the submission deadline.**

- The tenderer is specialized in relevant fields of the one or more) like EU Project Management, Event Organization, Awareness and Publicity, Studies in the field of CCI sector or similar.
- The tenderer has provided at least two similar contracts including one or more of the following fields: EU Project Management, Event Organization, Awareness and Publicity, Studies in the field of CCI sector.

This means that the service contract the tenderer refers to could have been started at any time during the indicated period but it does not necessarily have to be completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to service contracts completed within the reference period (although started earlier) or to service contracts not yet completed. Only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (-statement or certificate from the entity which awarded the contract, proof of payment) also detailing its value. If a tenderer has implemented the service contract in a consortium, the



percentage that the tenderer has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided if the selection criteria relating to the pertinence of the experience have been used.

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.

17. Award criteria

Best price-quality ratio. Technical Evaluation/Financial Evaluation: 80/20

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:
[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB\(Ch.3\):Service_econtracts](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB(Ch.3):Service_econtracts), 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:

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):Genera](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):Genera)
l

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, bidders 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.



22. Operational language

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

23. Additional information

Financial data to be provided by the candidate in the standard application form must be expressed in [EUR]

If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to [EUR] shall be made in accordance with the InforEuro exchange rate of **MONTH and YEAR** of the applicable InforEuro exchange rate, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>.

SERVICE TENDER SUBMISSION FORM

Ref: < as per letter of invitation to tender>

< **Provision of Technical Support Services to the Municipality of Gjirokaster for the implementation of the project “Making Culture the N°1 ally of European Recovery”, with the Acronym “CHERRY”**>

How to complete this tender submission form

When submitting the **tender submission form**, include the following documents:

- the signed statements of exclusivity and availability from all key experts proposed (if applicable)
- a completed financial identification form
- a completed legal entity file (only for the leader)
- the tenderer's declarations.

Tenders submitted by **consortia** (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. In case of consortia, the tenderer's declaration should be submitted by the leader and by all members of the consortium.

In case the instructions to tenderers (see section 8) state that the tender should be submitted by post or courier or hand delivered (**paper submission**): the attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. **The only exception is the Declaration on Honour on exclusion and selection criteria for which signed originals shall be submitted.** For economical and ecological reasons, it is recommended that paper files are used and that plastic folders or dividers are avoided. It is also recommended to use double-sided printing as much as possible.

In case the instructions to tenderers (see section 8) state that the tender should be submitted via **eSubmission**: declarations and statements shall be signed, scanned and uploaded in eSubmission.

See further instructions below.

Original documents that have not been submitted must be kept by the tenderer. If requested, these original documents must be dispatched to the contracting authority.

Delete this section highlighted in yellow after having completed all instructions.]

Capacity-providing entities

An economic operator (i.e. tenderer) 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. If the economic operator relies on other entities 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 with the tender documents 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 and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **For the purpose of the present tender, the data for this third entity for the relevant selection criterion has to be included 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 tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

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

	Name(s) of legal entity or entities submitting this tender	Nationality¹
Leader²		

¹ Country in which the legal entity is registered.

² Add/delete additional lines for consortium members as appropriate. **Note** that a capacity providing entity/subcontractor is not considered to be a consortium member for the purposes of this tender form. Subsequently, data on capacity providing entities/subcontractors must not appear in the data related to the economic, financial and professional capacity but on a separate document. If this tender is 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 submission of tenders indicated in the Contract notice and the award of the contract is not permitted without the prior written consent of the contracting authority.

Member		
Etc.		

2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual closed accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the tenderer is a public body, please provide equivalent information.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last year⁵ <specify> EUR	Year before last year⁵ <specify> EUR	Last year⁵ <specify> EUR	Average⁶ EUR	[Past-year EUR]**	[Current year EUR]**
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

³ Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

⁴ If this tender form is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this form. Consolidated data are not allowed for financial ratios.

⁵ Last year = last accounting year for which the entity's accounts have been closed.

⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁷ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁸ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁹ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4 PERSONNEL

Please provide the following statistics on personnel for the current year and the two previous years.¹⁰

Annual manpower	Year before last year		Last year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent personnel ¹²								
Other personnel ¹³								
Total								
Permanent personnel as a proportion of total personnel (%)	%	%	%	%	%	%	%	%

5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this tender. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc ...

¹⁰ If this tender form is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form.

¹¹ Manpower in fields related to this contract, corresponding to the specialisations identified in point 5.

¹² Personnel directly employed or contracted by the candidate on a permanent basis (i.e. under indefinite contracts).

¹³ Other personnel directly employed or contracted by the candidate on a non-permanent basis (i.e. under fixed-term contracts).

Relevant specialisation 1				
Relevant specialisation 2				
Etc ... ¹⁴				

6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past [3] years¹⁵ by the legal entity or entities making this this tender. The number of references to be provided must not exceed 15 .

Ref no (maximum 15)	Project title								
	Name of legal entity	Country	Overall contract value (EUR) ¹⁶	Proportion carried out by legal entity (%) ¹⁷	No of personnel provided	Name of client	Origin of funding	Dates (start/end) ¹⁸	Name of consortium members, if any
...
Detailed description of project							Type and scope of services provided ¹⁹		
...							...		

7 DECLARATIONS

¹⁴ Add /delete additional lines and/or rows as appropriate. If this tender is submitted by an individual legal entity, the name of the legal entity should be entered as ‘Leader’ (and all other columns should be deleted).

¹⁵ References must be contracts implemented by the legal entity (or legal entities) submitting the tender (with the exception of documented cases of company buyout or universal succession). For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

¹⁶ The effect of inflation will not be taken into account.

¹⁷ Only the proportion carried out by the legal entity may be used as reference.

¹⁸ If the reference contract is only partially completed, please quote the percentage and value which has been completed.

¹⁹ Please also indicate the function of key experts provided, whether belonging or not to permanent personnel, and the number of months each of them worked on the project.

As part of their tender, each legal entity identified under point 1 of this tender, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the contracting authority upon request.

Moreover, each legal entity identified under point 1 of this form, including every consortium member, and each capacity-providing entity or subcontractor (if any) must submit a signed declaration on honour on exclusion and selection criteria (form A14 available at the following link: [https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)).

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, 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 declarations (for a consortium, two from each 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 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 contract notice.

Any subcontractor, including those only aiming at making available experts, are eligible and do not fall in any exclusion situation. All sub-contracting arrangements are mentioned in the organisation and methodology.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers.

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 and non-key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean 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 has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the contracting authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We confirm that any key or non-key expert proposed in this tender procedure will either be employed or otherwise legally contracted, directly or indirectly, by the candidate (or, for a consortium, by a member of the consortium). Where any key or non-key experts proposed in this tender procedure will not be directly contracted or employed by the candidate (or, for a consortium, by a member of the consortium) but through a third party, the latter is a subcontractor. As such, the latter will be subject to all sub-contracting conditions applicable to this tender procedure, including eligibility and non-exclusion situation. We undertake to declare all such cases of sub-contracting in the Organisation & Methodology.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the tenderer

Name	
Signature	
Date	

**FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7
OF THE TENDER SUBMISSION FORM
To be submitted on the headed notepaper of the legal entity concerned**

<Date>

<Municipality of Gjirokaster >

Your ref: < reference >

TENDERER'S DECLARATION

Dear Sir/Madam

In response to your letter of invitation for the above contract we, < Municipality of Gjirokaster>, 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, leader, in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 13 of the instructions to tenderers, have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting interests and/or any relation with other tenderers or other parties in the tender procedure or behaviour which may distort competition at the time of submission of 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]* and have only included data in the tender form concerning the resources and experience of [our legal entity] [our legal entity and the entities for which we attach a written undertaking]*;
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise 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. 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 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 EU's financial interests, 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.

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

DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

[How to submit the Declaration on Honour:

Insert here form A14a, available at the following link:

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

In case the instructions to tenderers (see section 8) state that the tender should be submitted by post or courier or hand delivered (**paper submission**):

- each legal entity identified under point 1, including every consortium member, and capacity-providing entities (if any) signs and dates the Declaration on Honour
- when submitting the tender, the signed and dated original Declaration on Honour shall be included
- In case the Qualified Electronic Signature (QES) is used for the signing of the Declaration(s) on Honour, submit the QES-signed Declaration on Honour by email.

In case the instructions to tenderers (see section 8) state that the tender should be submitted via **eSubmission**:

- each legal entity identified under point 1, including every consortium member, and capacity-providing entities (if any) signs and dates the Declaration on Honour
- the Declaration on Honour is scanned and submitted via eSubmission through the section “Declaration on Honour” under “Attachments”.
- In case the Declaration on Honour is signed with a Qualified Electronic Signature (QES), submit the QES-signed Declaration on Honour via eSubmission through the section “Declaration on Honour” under “Attachments”.

The originals of the Declaration on Honour should be kept by the tenderer on file for control purposes and have to be provided upon request to the contracting authority.

Delete this section highlighted in yellow after having completed all instructions.]

If this declaration is completed by a consortium member:

The following table contains our financial data. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in the columns marked with **. Figures in all columns are calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last⁵ <specify> EUR	Year before last year⁵ <specify> EUR	Last year⁵ <specify> EUR	Average⁶ EUR	[Last year EUR]**	[Current year EUR]**
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

The following table contains statistics on our personnel , as included in the consortium's tender form:

Average manpower	Year before last year		Last year		Current year		Period average	
	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹
Permanent personnel ¹²								
Other personnel ¹³								

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>

STATEMENT OF EXCLUSIVITY AND AVAILABILITY²⁰

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 engagement²¹ 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 and commit to inform the tenderer(s) of any change in my situation.

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	
-------------	--

²⁰ To be completed by all key experts.

²¹ 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 which 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.

Signature	
Date	