

INSTRUCTIONS TO TENDERERS

Contract Title: “External expertise Video maker in all activities”

**Project Reference: Interreg IPA CBC Italy–Albania-Montenegro 2014-2020
“Adriatic Identity through Development of Arts- AIDA” / 2nd call for IPA
project /code. 493/ Order No. 515 Dt.31.12-2020**

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

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

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	Date 21 days before deadline for tenders	16.00
Last date for the Contracting Authority to issue clarification	Date 11 days before deadline for tenders	16.00-
Deadline for submitting tenders	10 February 2021	16.00
Interviews (if any)	Not applicable	-
Completion date for evaluating technical offers	17 February 2021	16.00-
Notification of award	Date at most 10 days after deadline for tenders □	-
Contract signature	Date at most 10 days after deadline for tenders □	-
Start date	March 2021	-

*** All times are in the time zone of the country of the Contracting Authority**

□ **Provisional date**

3. Participation, experts and subcontracting

Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also heading 29 below). Participation is also open to international organisations.

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 official language of the EU. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of a technical offer and a financial offer, which must be submitted in separate envelopes.

4.1. Technical offer

The Technical offer must include the following documents:

For individual/natural person:

- CV of the applicant;
- Copy of the ID of the Applicant;
- Bank account of the Applicant;
- Copy of the degree and other certificates related to the qualifications and skills of the Applicant;
- Signed declaration to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the PRAG;
- Copy of documents related to previous general and specific experiences of the applicant.

For legal entities:

- CV of the Key Expert;
- Copy of the ID of the Key Expert;
- Bank account of the Applicant;
- Copy of the degree and other certificates related to the qualifications and skills of the Key Expert;
- Copy of documents related to previous general and specific experience of the Key Expert;
- Copy of TIN (NIPT);
- Copy of the Statute;
- Copy of the Establishment Act;
- Statements of exclusivity & availability signed by the Key Expert;
- Signed declaration to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the PRAG.

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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 6.1.1 of the terms of reference in Annex II to the draft contract.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is 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:

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

The global price may be broken down by outputs if required from the Terms of Reference.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 18,500.00**. Payments under this contract will be made in the currency of the tender. Taxes to be paid are those under Albanian Regime of Taxation

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. This 60-day period 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

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 11 calendar days before the deadline for submitting tenders.

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not organised.

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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 delivered to the Contracting Authority for **receipt** before **10 February 2021**, at the 16.00 hours. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by recorded delivery (official postal service) to:

Tirana Cultural Center

Adresa: Rruga “Ded Gjo Luli”, Tirana, Shqiperi

In this case, the delivery record makes proof of compliance with the time-limit for receipt.

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:

Tirana Cultural Center

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The contracting authority may, for reasons of administrative efficiency, reject any application 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 applications 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.

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. <**Interreg IPA CBC Italy–Albania-Montenegro 2014-2020 “Adriatic Identity through Development of Arts-AIDA” / 2nd call for IPA project /code. 493/ Order No. 515 Dt.31.12-2020**>);
- c) the words ‘Not to be opened before the tender-opening session’
- d) the name of the tenderer.

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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 of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

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

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

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

12.3. Choice of selected tenderer

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

12.4. Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority,

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the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics clauses and code of conduct

a) Absence of conflict of interest

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

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

The tenderer and its staff must comply with human rights. 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 and sexual abuse:

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.

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

e) Breach of obligations, irregularities or fraud

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

14. Signature of contract(s)

14.1. Notification of award

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

14.2. Signature of the contract(s)

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

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

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

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers of the outcome of the procurement procedure and, as a consequence of these letters, the validity of their offers shall 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;

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- 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.

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