REFERENCE: <_____279_____>

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	< 6/2/2026>	< 14:00>
Last date for the contracting authority to issue clarification	13/2/2026	< 14.00 >
Deadline for submitting tenders	< 20/2/2026 >	< 14.00 >
Completion date for evaluating technical offers	< 27/2/2026 > **	-
Notification of award	< 2/3/2026> **	-
Contract signature	< 10/3/2026> **	-
Start date of the contract	< 10/3/2026> **	-

*** The time zone of the country of the contracting authority.**
**** Provisional date.-**

3. Participation, experts and subcontracting

a) Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.

b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4.1 (EU

restrictive measures[1]), 2.4.2.1(exclusion criteria) or 2.4.2.2 (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 2.4.2.1. of the **practical guide** tenderers may be excluded from EU financed procedures and/or 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 2.4.2.1 of the practical guide. The successful tenderer/contractor shall submit a declaration from the intended subcontractor/capacity-providing entity that it is not in one of the exclusion situations. In the event of doubt, the contracting authority shall request documentary evidence that the subcontractor/ capacity providing entity is not in a situation of exclusion. The subcontractor or capacity provider entity cannot be either in any of the situations described in Section 2.4.1. of the practical guide (EU restrictive measures).

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

[1] Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the *EU Sanctions Map*.

the contracting authority must be written in English.

Supporting documents and 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 <one> copy, 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"[2] from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity, using the format attached to the tender submission form.

b) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the economic operator/joint venture/consortium is duly authorised to do so.

c) A completed identification form (see Annex VI to the draft contract) and supporting documents to the identification form.]

(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) **Project Team Memebers** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in Section 6.1.1 of the terms of reference in Annex II to the draft contract and they are subject to evaluation

[2] 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.

according to the evaluation grid in Part C of this tender dossier. The evaluation committee may also call them for interview.

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

a) a list of the names of the Project Team Members;

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

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 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 expert's profile,

- a copy of employer certificates or references or signed copies of consultancy or labour contracts proving the professional experience indicated in their expert's profile. The admissibility of any other supporting documents to prove the work experience indicated in the expert's profile 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.]

(5) Documentary proof or statements required under the law of the country in which the economic operator (or each of the economic operators 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 2.4.1.2of the practical guide. At any time during the procedure, the contracting authority may request information on guarantors, on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

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 including any possible additional information for the assessment of the absence of professional conflicting interest when requested, 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 misrepresentation of 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.

Total Budget: EUR with VAT:

LOT1 – Project Management – 9,500€
LOT2 – Event Organisation & Communication – 22,220€
LOT3 – Technical activities / Interventions – 63,000€

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 110 days after the deadline for submitting tenders.

The unsuccessful tenderers are bound by the tender until the end of the validity period, even if they have received a notification 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 20. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.4.2.1 of the practical guide, up to the adoption of that recommendation.

The successful 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 by mutual agreement between the parties.

In case the contracting authority suspends the signature of the contract after the standstill period, all tenderers have to be informed within 3 working days following the suspension decision, which automatically extends the validity of their tender for the appropriate period.

During the tender validity period for the unsuccessful tenderers, the contracting authority reserves the right to send a notification of award to the next best ranked tenderer. The validity of the next best ranked tender will be extended by 60 days, upon notification of the new award decision. This 60-day period is added to the validity period irrespective of the date of notification, which should however be within the validity period.

The tenderer may refuse the award of the contract if, when receiving a notification of award, the validity of their tender has expired.

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:	Saranda Municipality
Address:	Rruga “Abedin Dino”nr.11, 9701

Telephone:	+355686739441
e-mail:	irevjeri@hotmail.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

In order to participate, economic operators will not need to register in the European Commission's Participant Register - an online register of organisations participating in EU calls for tenders or proposals (PIC registration). Therefore the PIC number will not need to be filled in in the tender form (Annex b8o7).]

Tenders must be sent to the contracting authority before < 20/2/2026, 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 slip[3], to:

Saranda Municipality (Bashkia Sarandë), Rruga "Abedin Dino"nr.11, 9701, Saranda, 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:

Saranda Municipality (Bashkia Sarandë), Rruga "Abedin Dino"nr.11, 9701, Saranda, 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.

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

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 (< 279>);

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.

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

not applicable

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.]

12.3. Evaluation committee preliminary conclusions

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

12.4. Verifications with the presumed successful tender

The contracting authority shall request the presumed successful tender to provide within 7 days from the date of the notification:

a. the original signed Declaration on honour on exclusion and selection criteria];

b. documentary evidence on exclusion criteria;

c. documentary evidence on selection criteria;

Notification to the presumed successful tender shall be done by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the tender form.]

12.5 Notification of award

Tenderer(s) will be notified of the outcome of this procurement procedure in writing.

12.6 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 Early Detection and Exclusion panel, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics, values and code of conduct

a) Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any unduly influence or attempt to unduly influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

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

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract 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).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with 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).

The tenderer and its personnel must comply with the EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

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 excluded from future award procedures.

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 the contract(s)

Within 30 days of receipt of the contract , the other party shall sign and date the contract and return it.

If it is not possible to sign the contract as envisaged in the award decision, or if the successful tenderer fails to sign the contract as requested, the contracting authority reserves the right to review its decision and, where appropriate, award the contract to another tenderer or cancel the procedure.

If a tenderer to whom the contract is awarded (any of the group members in case of a consortium) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 the Financial Regulation and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer[s] (any of the group members in case of a consortium), and, if any such debt is found, will inform the tenderer (the leader in case of a consortium who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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 expert's profile) 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

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

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

In cases where you are processing personal data in the context of participation to a tender (e.g. expert profiles 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, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or for the implementation of the legal commitment, beneficial owner or any affiliate of the tenderer, 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) 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.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm.

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