

Notice

For the assignment of secretarial, logistical and administrative and financial support services, for the project "Pro.Tec.T - Product Technologies and Traceability in Albania" AID 10694 - CIG Z6B26719A6

1. PURPOSE

The aim of the project "Product Technologies and Traceability in Albania - Pro.tec.t" is to support the general development of public and private food safety in Albania improving the competitiveness of some food supply chains in the regions of Elbasan and Korçë and acting on the value chain and territorial marketing.

The local counterpart for this project, co-financed by AICS (Agenzia Italiana Cooperazione allo Sviluppo - Italian Agency for Development Cooperation), is the Albanian Ministry of Agriculture and Rural Development.

The Umbria Regional Administration is the executing body of the project.

For the implementation of the project, the Umbria Region will use the services of Sviluppumbria S.p.A. - Società Regionale per lo Sviluppo Economico dell'Umbria and of 3A - Parco Tecnologico Agroalimentare dell'Umbria S.c.a.r.l. Both entities are in-house providing companies of the same Regional Administration in their respective specialization field, as identified and regulated by a partnership agreement entered into on 5 September 2018.

In particular, Sviluppumbria S.p.A. will take care of the general coordination of the project management system.

In this framework, Sviluppumbria intends to start a procedure pursuant to the Italian reference laws, in particular Art. 36 letter a) of Legislative Decree no. 50/2016 as amended and supplemented, for the assignment of secretarial, logistical and administrative and financial support services.

2. DESCRIPTION OF THE SERVICE

The service provider (hereinafter also referred to as Economic Operator) must have its operational headquarters in Albania and must ensure:

1. To find and make available a space for office use with at least two workstations and a meeting room as specified below, to be dedicated to the project logistical support in the cities of Elbasan and/or Korce and Tirana;
2. To provide an operational and secretarial service for the project;
3. To provide accounting and financial assistance for the project
4. To provide transport service including a vehicle with driver.

Specifically.

Regarding point 1:

- At least two workstations shall be provided in Elbasan and/or Korce, complete with the necessary furniture to carry out project activities, equipped with at least two computers with Office package licenses plus a printer, Internet connection and a telephone line, including remote video communication equipment. The use of a furnished meeting room capable of accommodating at least twenty people shall also be ensured. It must be offered also the availability of a conference room in Tirana with a capacity of at least 20 people, including equipment for remote video communication. All spaces containing the workstations, the meeting and conference rooms must have a certificate of plant and equipment conformity and compliance with fire protection regulations, a certificate of practicability and safety as well as anything else is compulsory under Albanian laws.

Regarding points 2 and 3, services shall include:

- The management of the logistical aspects connected with Italian staff's missions (hotel reservations, rooms, meetings, meetings, local transport, etc..) and the work of experts in Albania;
- Operational secretarial services (minutes, translations, meeting calls, information activities);
- Financial support to ensure the correct keeping of all accounting documents;
- Services shall be provided by dedicated experienced staff having gained similar experience of at least two years as:
 - Secretary - logistician,
 - Financial manager.

This staff must be a resident of Albania and a native Albanian speaker, and be able to speak Italian and/or English.

The financial manager shall also be experienced in the administrative management of international cooperation projects.

Regarding point 4:

- A vehicle with a driver shall be made available.
The vehicle must be compliant with current regulations on annual overhauling and be covered by insurance for car traffic and third-party liability according to Albania law.
The driver must be qualified to carry out this activity according to Albanian law.

All personnel must be hired/contracted and insured by the Economic Operator, in accordance with Albanian law.

Services will be carried out in close cooperation with the Local Coordinator and the Italian Project Coordinator and will serve to support both the local staff and the Italian Project staff.

In conducting the planned project activities, the Service Provider must strictly comply with the current occupational health and safety regulations, with regard to its employees and collaborators and to all subjects involved.

3. SERVICE CONTRACT TERM

The term for service provision will stretch from the signing of the contract of assignment until 30 May 2019.

As the Operator's tender will cover 5 months, if the period from the signing of the contract to its completion is shorter than 5 months, the tender amount will be re-considered based on the actual contract duration.

If during the execution of the contract, the services should be increased or decreased by up to one-fifth of the contractual value, the Service Provider shall not be entitled to terminate the contract.

The contract may be extended if and insofar as the conditions set out in the Italian law (Art. 106 of Legislative Decree 50/2016) are met, taking into account the thresholds for the direct assignment of services (Art. 35 and 36 of Legislative Decree 50/2016 as amended and supplemented).

4. SERVICE PRICE

For this service, the total price will be € 16,000.00 (sixteen thousand Euro/00) and it will cover an estimated 5 months' service period. It includes all expenses, taxes and fees the Economic Operator will have to pay for the execution of the contract throughout the entire service duration.

5. REQUIREMENTS FOR THE SERVICE PROVIDER

This procurement procedure is open to the following Economic Operators:

- Association with legal entities, Individual entrepreneurs, companies – also in the form of cooperatives, public entities, groupings of natural or legal persons, including temporary groupings of companies, European Economic Interest Groupings (EEIG) according to Legislative Decree 240/1991, and consortia (Art. 45 of Legislative Decree 50/2016).

The Economic Operator shall declare that:

- a) No exclusion grounds as per art. 80 of Legislative Decree 50/2016 or equivalent situations under the Albanian law apply. The absence of exclusion grounds must be declared by self-certification (Annex A);
- b) It has its operational headquarters in Albania, as can be deduced from the Commercial Register of the competent Chamber of Commerce or equivalent registry;
- c) It has proven experience in the management of international cooperation projects in Albania of at least 5 years, including if accrued in discontinuous periods.

It should be noted that pursuant to the European laws on public procurement, implemented in Italy by Legislative Decree no. 50/2016 as amended and supplemented, the Economic Operators based in countries other than EU countries can prove the above statements with a sworn declaration. Such declaration can be replaced by a statement made by the person concerned before the appropriate court or administrative authority, a notary public or a professional body that it qualified to receive it, in the Economic Operator's country of origin or provenance.

6. PROCEDURE FOR TENDER SUBMISSION

Under penalty of exclusion, the envelope containing the tender must be sent by registered post or by courier service to the Protocol Office of Sviluppumbria, via Don Bosco 11, Perugia from 9.00 a.m. to 1.00 p.m. from Monday to Friday.

Under penalty of exclusion, the envelope containing the Economic Operator's tender must be received intact and sealed on all closing edges by the Protocol Office of Sviluppumbria SpA, via Don Bosco, 11, Perugia, not later than 1.00 p.m. on January 10Th 2019.

Compliance with above deadline will be proven by the receiving date and time stamped on the envelope by the Protocol Office of Sviluppumbria SpA.

The Tenderer is fully responsible for dispatching the envelope containing its tender, and Sviluppumbria SpA shall not be held liable in any way if, for any reason, the envelope is not received at the specified address within the deadline.

All envelopes received after the above deadline will not be taken into consideration, although they may have been sent before the set limit. This also applies to envelopes sent by registered mail with acknowledgment of receipt, as the date of shipment deduced from the postmark of the receiving postal agency will have no value; these envelopes will not be opened and will be considered as undelivered.

The external side of the envelope shall display information about the Economic Operator (name or company name, tax code, address for communications) and bear the words: **"DO NOT OPEN: Procedure for the assignment of secretarial, logistical and administrative and financial support services, for the project "Pro.Tec.T - Product Technologies and Traceability in Albania" AID 10694- CIG Z6B26719A6**

The package will contain three closed envelopes, bearing the sender's header, the project name and respectively:

"ENVELOPE A" – Administrative Documentation – Project "Pro.Tec.T – Product Technologies and Traceability in Albania" AID 10694 - **CIG Z6B26719A6**

"ENVELOPE B" – Technical Tender – Project "Pro.Tec.T – Product Technologies and Traceability in Albania" AID 10694 – **CIG Z6B26719A6**

"ENVELOPE C" – Economic Tender – Project "Pro.Tec.T – Product Technologies and Traceability in Albania" AID 10694 – **CIG Z6B26719A6**

All required documentation must be in Italian or, if written in a foreign language, it must be accompanied by a sworn translation into Italian. In case of discrepancy between the foreign language text and the Italian language text, the Italian language version will prevail and the Tenderer will be responsible for assuring the correctness of the translation.

The tender shall bind the Tenderer for 180 days from the closing date for tender submission.

CONTENTS OF ENVELOPE 'A' – ADMINISTRATIVE DOCUMENTATION

Envelope A – Administrative Documentation – "Project "Pro.Tec.T - Product Technologies and Traceability in Albania" AID 10694 **CIG Z6B26719A6** under penalty of exclusion, it must contain the Application Form and accompanying documentation.

In order to be admitted to this procurement procedure, the Economic Operator must draw up its application on form in Annex A) Application for Participation, otherwise any application will be discarded.

In its application, the Economic Operator shall declare under its own responsibility:

1. Its personal data such as address, VAT number, registration in the local Register of Companies in compliance with Albanian laws;
2. The lack of any exclusion grounds, according to Art. 80 of Legislative Decree 50/2016 or equivalent situations under the Albanian law. The lack of exclusion grounds must be declared by self-certification;
3. A proven past experience in the management of international cooperation projects of at least 5 years, including in discontinuous periods.

The application must be signed by the legal representative.

No signature authentication will be required.

Failure to sign the application will result in exclusion from the procurement procedure.

Under penalty of rejection, the following shall be attached to all applications:

- a copy of a valid identity document of the legal representative.

CONTENTS OF ENVELOPE 'B' – TECHNICAL TENDER

Envelope B – Technical tender – “Project "Pro.Tec.T – Product Technologies and Traceability in Albania" AID 10694 **CIG Z6B26719A6** it must contain a description of services, the procedures for their completion and any improvements that the Tenderer intends to offer.

Under penalty of exclusion, the envelope must contain the CVs of all personnel that will be dedicated to the project.

CONTENT OF ENVELOPE 'C' – ECONOMIC TENDER

Envelope 'C' – Economic Tender – “Project "Pro.Tec.T - Product Technologies and Traceability in Albania" AID 10694 **CIG Z6B26719A6** under penalty of exclusion, the tender must be drafted on the attached form (Annex B) and indicate a total lump-sum price, that should be lower than the estimated amount of € 16.000,00 (sixteen thousand euro/00), for the services covered by this notice. It must be dated and signed in full by the Economic Operator's legal representative or a legally empowered proxy.

Although the tender is on a lump-sum basis, the Economic Operator must comply with the following parameters when working out its tender:

- **55% for staff**
- **45% for other services**

In any case, if the economic tender exceeds the total amount of € 16,000.00 (sixteen thousand euro/00), it will be rejected.

The tender price shall be fixed and unchangeable for the entire contract term and shall include all costs and expenses that may be incurred for a correct performance of contractual services, although not expressly mentioned in this notice or in the Tenderer's economic tender.

Tenders must be valid for min. 180 consecutive calendar days, counting from the closing date for tender submission.

All tenders received beyond the above deadline or containing an incomplete documentation compared to that prescribed will not be taken into consideration.

SELECTION PROCEDURE

According to Article 36, par. 2, letter a), of Legislative Decree no. 50/2016 as amended and supplemented, the services covered by this notice will be assigned to the Economic Operator who submitted the most cost-effective tender, according to the following assessment criteria and related scores:

TECHNICAL TENDER: MAX 70 SCORES
ECONOMIC TENDER: MAX 30 SCORES

The scores for the technical tender will be assigned based on the following assessment criteria:

A) TECHNICAL TENDER max. 70 scores

Assessment of Technical Tender (parameters)		
ITEM	PARAMETERS	SCORES
A1 - ORGANIZATIONAL CHARACTERISTICS	Efficiency of operating and organizational methods	60
A2 – SUGGESTED IMPROVEMENT SERVICES	Appeal of improvement suggestions	10
TOTAL		70

Assessment will be further refined with the following:

	Parameter	Score	Assessment Criterion	Assignment of Judgment
A1	ORGANIZATIONAL CHARACTERISTICS - MAX 60 SCORES			
A1	Efficiency of operating and organizational methods	60	Number and CVs of staff and efficiency of the organizational method proposed for service provision, with regard to the structure made available by the Economic Operator for service performance. Names, education, skills, experiences and tasks shall be specified for each profile.	Excellent Good Discreet Sufficient Insufficient Inadequate Not assessable
A2	SUGGESTED IMPROVEMENT SERVICES - MAX 10 SCORES			
A2	Appeal of the improvement suggestions	10	Assessment of the appeal of improvement suggestions with respect to project requirements	Excellent Good Discreet Sufficient Insufficient Inadequate Not assessable

Technical tenders with a technical quality score of less than 49 will be excluded.

A Commission, composed of officials from Sviluppumbria SpA and 3A-PTA, that will be appointed following the closing date for tender submission, will evaluate all technical tenders

received from eligible Tenderers, based on the above assessment criteria and related scores.

In assigning scores for each qualitative criterion, the Commission will take account of the following ratio of quality judgement and scores based on coefficients, which will be multiplied by the corresponding maximum score:

QUALITY JUDGMENT	COEFFICIENTS
Excellent	1.0
Good	0.8
Discreet	0.7
Sufficient	0.6
Insufficient	0.4
Inadequate	0.2
Not assessable	0

The content of economic tenders will be assessed as follows.

B) ECONOMIC TENDER max. 30 scores

The economic tender must indicate a lump-sum price for services, taking into account the prescriptions of section 6 with regard to the content of Envelope C.

Please note that the economic tender shall not include the VAT, if and to the percentage due, and specify the costs for safety measures.

The tender price may include no more than two decimals after the point and cannot be equal to zero (0).

The economic tender will be assessed as follows.

A Commission will draw up a list of all economic tenders submitted by Tenderers with regard to the total price for the services covered by this notice.

The score for each economic tender will be assigned according to the following formula:

$$\text{Score} = (I_{ba} - I_{off}) : (I_{ba} - I_{min}) \times 30$$

Where:

I_{ba} = estimated amount (Art.4)

I_{off} = economic tender amount to be assessed

I_{min} = lowest tender amount

Incomplete tenders or tenders subject to terms and conditions shall not be accepted.

Pursuant to Art. 97 of Legislative Decree 50/2016, any abnormally low tenders will be assessed as set out in the same article.

7. ASSESSMENT

PHASE A

The Commission, which is responsible for evaluating the acceptability of tenders, assessing technical and economic tenders and assisting the RUP in judging the consistency of tenders, will open the envelopes received by the deadline, during the first public meeting organized at the offices of Sviluppumbria SpA, via Don Bosco 11, Perugia, on the date set and notified after the closing date for tender submission. There, the Commission will check tenders for compliance with submission requirements and decide on their admissibility.

Public meetings may be attended by the Tenderers' legal representatives / proxies or by people with a special power of attorney.

Applications may be rejected for the following reasons:

1. No signature at the bottom of the application;
2. Incompliance with the requirements of section 5 herein;
3. Submission of application after the deadline set out in this notice.

The principle of “*soccorso istruttorio*” (assistance in investigating irregularities) will be applied to incomplete applications in accordance with Annex A.

Where appropriate, the Commission may request additional information from Economic Operators, which may be obtained by interview or in writing. If necessary, Economic Operators must be ready to produce supporting documentation, justifying the declarations made in the application and in the documentation attached.

PHASE B

Having checked the administrative documents, the Commission will open the envelope containing the technical tender and check the availability of all required documents, during a public meeting.

Then, in one or more private meetings, the Commission will review the technical tenders and assign scores according to the above criteria and formulas.

The Commission will identify those Economic Operators who have not exceeded the minimum threshold and inform the RUP accordingly. The Economic Operators concerned will be notified according to law. The Commission will not open the economic tender of these Economic Operators.

After that, in a public meeting, the Commission will read out the scores assigned to the individual technical tenders, and will declare the name of the Tenderers excluded from the procurement procedure.

During the same meeting, the Commission will open the envelope containing the economic tender and will review its content.

If the Commission finds tenders exceeding the abnormally low tender threshold set out in Art. 97, par. 3 of the Italian Civil Code, and in any case where a tender is abnormally low with respect to specific criteria, the Commission will adjourn the public session and inform the RUP.

The Contracting Authority will establish the cases of tender **exclusion** as follows:

- The economic tender is not separate from the technical tender, or price items have been included in the documents contained in envelopes A and B;
- Partial, multiple, conditional, alternative and irregular tenders;
- Inadmissible tenders because of corruption or collusion crimes or other offences whose presence makes tenders unacceptable.

If the tenders from two or more Tenderers obtain the same overall score, but different scores in terms of price and all other assessment criteria, the Tenderer who obtained the highest score for the technical tender will be first in the ranking.

If the tenders of two or more Tenderers obtain the same overall score and the same partial scores in terms of price and technical tender, a draw will be made in a public meeting.

At the end of the above steps, including the verification of any abnormally low tenders, the Commission in a public meeting will propose the award of the contract to the Tenderer who has submitted the best tender. The Commission will close all assessment phases and transmit all records and tender documents to the RUP for the following steps.

Sviluppumbria SpA reserves the right to award the contract, even if only a single application has been received.

Similarly, Sviluppumbria SpA reserves the right to revoke or cancel the procurement procedure at its sole discretion, and the Tenderers will not be entitled to make any claim. In addition, Sviluppumbria SpA reserves the right to refuse to award the contract, if no tender appears to be appropriate or suitable with respect to the contractual scope.

8. SUBCONTRACT

Given the specificity of the services assigned, and since the amount of the contract is less than € 40,000.00, any subcontracting is prohibited.

9. RUP

The RUP (Sole Person in Charge) is Dr. Mauro Marini.

10. CONTRACT SIGNING AND DECLARATION OF CURRENT ACCOUNT

The Service Contract may be signed having successfully checked that the selected Economic Operator actually meets the requirements declared in its application.

The Contract will have the form of a private deed.

The Contract will be subject to the requirements set by the Italian law (Law no. 136 of 13 August 2010) on the traceability of financial flows. In particular, Sviluppumbria SpA will effect payments against the submission of lawful supporting documents stating:

- The Project name
- The Tender Identification Code (CIG)
- Information on the current account that is suitable for receiving payments from abroad. This current account must be dedicated to payments from public companies, including on a non-exclusive basis, and be verifiable for financial flow tracking purposes.

11. PERSONAL DATA PROCESSING

PRIVACY POLICY

The Data Controller is SVILUPPUMBRIA S.p.A., in the person of its temporary legal representative.

Via Don Bosco, n.11 - 06124 PERUGIA

E-mail address: svilpg@sviluppumbria.it

Tel. 07556811

Fax 0755722454

Contact details of the Data Protection Officer

Ufficio del Responsabile della Protezione dei Dati / Data Protection Officer ("DPO")

Via Don Bosco, n.11 - 06124 PERUGIA

E-mail address: privacy@sviluppumbria.it

Tel. 07556811

Fax 0755722454

Purpose and legal basis of data processing

All voluntarily provided personal data may be processed without the data subject's consent exclusively:

- a) for purposes strictly related to the selection and assignment of the task laid down in the Notice, as well as the execution of the activities included in the assigned task (invoicing, payments, reporting, etc.);
- b) to meet the reporting requirements of the funds covering project expenses;
- c) to comply with transparency requirements;
- d) to handle disputes and debt collection procedures, to prevent fraud and illegal activities;
- e) to exercise the rights and legitimate interests of the holder or third parties, for example the right of defense in court;
- f) for purposes strictly related to check/inspections by the paying entities.

The legal basis for data processing pursuant to Article 6 of EU Regulation 679/2016 is:

- regarding point (a), data processing is needed for completing the selection of candidates and for executing the contract in the event of award.
- regarding points (b), (c) and (d), (g), data processing is needed to fulfil a legal obligation.
- regarding points (e) and (f), data processing is needed in order to pursue the legitimate interest of the holder.

Categories of persons to whom personal data may be communicated or who may come to know them as managers or assignees.

In addition to the Data Controller's employees in charge of processing, data may be communicated to parties external to Sviluppumbria, also as joint data processing controllers, however as needed for the purposes of data processing, and may also be communicated to parties working as external controllers pursuant to art. 28 of EU Regulation 679/2016.

Some data will be disseminated through publication on the institutional website of Sviluppumbria pursuant to Legislative Decree 33/2013 on information transparency; some data may be transmitted to involved parties entitled to access the records.

Methods of data processing

In relation to the purposes mentioned above, data processing will be carried out using computer and manual methods. In any case, the logical and physical security of data and, in general, the confidentiality of personal data processed will be guaranteed by putting in place all necessary technical and organizational measures to ensure their security. Data will not be disclosed, unless previously anonymized.

Data transfer abroad

For the purposes of completing this personnel selection, data will not be transferred to non-EU countries.

Duration of data processing

Personal data collected for the purposes indicated above will be processed and stored for the strictly necessary time corresponding to the duration of the contract, compulsory limitation periods as well as further legal obligations.

Rights of the data subject

In accordance with the provisions of Chapter III, Section I of EU Regulation 679/2016, candidates may exercise the rights indicated therein, and in particular:

Right of access: to obtain confirmation that personal data concerning them are / are not being processed and, if so, receive information relating especially to the purposes of processing, the categories of personal data processed and the storage period, as well as the recipients to whom data may be disclosed (Article 15, GDPR)

Right of rectification: to obtain, without undue delay, the rectification of inaccurate personal data concerning them and the integration of incomplete personal data (Article 16, GDPR)

Right to deletion: to obtain, without undue delay, the deletion of personal data concerning them, in the cases provided for in the GDPR (Article 17, GDPR)

Right to limitation: to obtain from any co-owners the limitation of data processing, in the cases provided for by the GDPR (Article 18, GDPR)

Right to portability: to receive personal data concerning them that were provided to co-owners, in a structured, commonly used and readable format by an automatic device, and obtain that data are transmitted to another holder without hindrance, in the cases provided for in the GDPR (Article 20, GDPR)

Right to object: to oppose to the processing of personal data concerning them, unless there are legitimate grounds for the co-owners to continue the processing (Article 21, GDPR)

Right to complain to the supervisory authority: to complain to the Autorità Garante per la protezione dei dati personali, Piazza di Montecitorio n. 121, 00186, Roma (RM).

Data subjects may exercise these rights by simply sending a request by e-mail to the Data Protection Officer, privacy@sviluppumbria.it.

12. JURISDICTION

Any dispute on the construction of this notice and any connected deeds shall be governed by the applicable Italian law, and the courts in Perugia shall have full jurisdiction.

13. FURTHER INFORMATION

This procurement procedure is compliant with Art. 36, letter a) of Legislative Decree 50/2016 as amended and supplemented and is related to the provision of secretarial, logistical and administrative and financial support services. Sviluppumbria reserves the right to revoke this procedure at any time and refuse to assign the contractual services, or to assign the contractual services even if only a single application has been received, or not to require a final guarantee covering the execution of the contract according to Art. 103 of Legislative Decree 50/2016.

In any case, the outcome of this procurement procedure will be made public in Italian and English and posted in Sviluppumbria and AICS Tirana websites

This notice will be posted in www.sviluppumbria.it and www.aicstirana.org for 22 consecutive days.

For more information, please consult the above mentioned websites.

For anything not expressly provided for in this Notice, the applicable provisions of the Italian Civil Code shall apply.