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| TENDER DOCUMENTATION |

**PART A: INFORMATION FOR TENDERER**

This document contains the following parts:

1. Instructions to tenderer
2. Technical specifications / required services
3. Format of contract to be signed with the tenderer
4. Administrative compliance grid

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| 1. INSTRUCTIONS TO TENDERERS |

1. **INFORMATION ON SUBMISSION OF THE TENDERS**

Subject of the contract:

The subject of this tender is:

* Provision of services as indicated in the technical information in the part ‘’services required / technical specifications’’ of this document.

Deadline for submission of the tenders:

The deadline for submission of tenders is **March 15, 2024, 13:00 hours**. Any tender received after this deadline will be automatically rejected.

Address and meanings for submission of the tenders:

The tenderers will submit their tenders using the:

* **standard tender submission form and technical offer available in the Part B of the tender dossier** AND
* **financial offer available in the Part C of this tender dossier**.

The tender will be submitted in **1 original**. In case of e-mail submission, the tenderer will provide a scan of signed original of the tender. Any tenders not using the prescribed form might be rejected by the Contracting Authority.

In addition to the offer, the tenderer is required to provide the following supporting documentation (in copies or scanned versions in case of e-mail submission):

* An expression of interest to provide the required service.
* Expert's CV highlighting the expertise related to this ToR.
* At least three references to prove the relevant experience of the expert.
* Methodology of service delivery, including the indicative work plan and deliverables. **(*Note that the final work plan and deliverables will be discussed and agreed with the Agency during the kick off meeting and will be approved thereafter*).**
* Signed and scanned statement of exclusivity and availability (template attached);
* Declaration on Honor (template attached).
* Tenderer’s copy of passport or ID card.
* Bank account details to which the payments shall be made.

The tenders will be submitted via email to [partners@partnersalbania.org](mailto:partners@partnersalbania.org), containing the following information:

* Subject of email: Name of the tenderer, Title of the tender, Reference number: 16318/09

The tenderers are reminded that in order to be eligible the tenders need to be received by the Contracting Authority by the deadline indicated above.

1. **TECHNICAL INFORMATION**

The tenderers are required to provide services as indicated in the part ‘’Required services/Technical specifications’’ of this document. In the tenderer’s technical offer, the tenderers will indicate more details on the deliveries, referring to the below table.

1. **FINANCIAL INFORMATION**

The tenderers are reminded that the maximum available value of the contract for 1 (one) National Legal Expert’s engagement, in total is **10,500 EUR** (including withholding tax, if applicable).

1. **ADDITIONAL INFORMATION**

The award criteria are:

* Best value for money, weighting 80% technical quality, 20% price

The unsuccessful/successful tenderers will be informed of the results of the evaluation procedure in written.

The estimated time of response to the tenderers is 7 days from the deadline for submission of tenders.

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| 1. SERVICES REQUIRED / TECHNICAL SPECIFICATIONS |

| **1.**  **Item Number** | **2.**  **Specifications Required** |
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| **1** | **Engagement of 1 (one) National Legal Expert to support the Startup Albania State Agency**  Partners Albania for Change and Development (PA) is an Albanian NGO, established in 2001. PA mission consist in the support of civil society and facilitation of inter-sector cooperation to strengthen democratic institutions and advance economic development in Albania. PA is a member of Partners Global, a network of 20 independent organizations in Europe, the Americas, Africa, and the Middle East, working for peaceful and democratic change.  Since June 2023, Partners Albania is the Cooperation Partner of SIDA for the implementation of the Challenge Fund, under the framework of the EU4Innovation Phase II, 2023-2026.  The Multi Donor Action EU4Innovation Phase II, 2023-2026 is jointly co-financed by the EU, the German Federal Ministry of Economic Cooperation and Development (BMZ) and Sida and implemented by GIZ and Sida.  The aim of the Challenge Fund is to improve and diversify finance opportunities for Albanian start-ups and MSMEs, with innovative solutions (e.g., products, services, business models, pro-cesses) and (ii) start-ups with a prominent tech content with the potential for global expansion and rapid growth.  One of the objectives of the Challenge Fund is to provide support to the Minister of State for Entrepreneurship and Business Climate and Startup Albania State Agency. As part of the assistance a dedicated expertise will be provided, particularly in the initial setup of Startup Albania State Agency and during the preparation and evaluation of calls for grants. The expertise extends to the development of essential acts and manuals essential for the effective functioning of the Startup Albania State Agency. The ad hoc assistance is needed to ensure the support’ aim progresses smoothly and achieves its long-term goal of transferring knowledge and experience within Albanian institutions.  Founded in December 2023, Startup Albania State Agency stands as a prominent player in advancing the growth of startups in the country. Positioned at the forefront of the Albanian startup ecosystem, the Agency is dedicated to fostering innovation, supporting entrepreneurial ventures, and contributing to the overall economic development of the country.  The expert will support Startup Albania State Agency with legal expertise, to establish internal regulations and procedures, providing guidance on internal and external documentation and setup.  At the start of the assignment, the expert will conduct a kick-off meeting with the Agency staff to understand needs and objectives, clarify expectations, and any specific requirements for the assignment. Periodic meetings will be organized with the Agency’ staff during the implementation of the contract.  The expert will be based in Tirana. The expert is required to work from their office. No office space is envisaged in this case. Premises will be made available by the Agency in case of in-person meetings, assistance, and mentoring, foreseen.  No travel within or outside the country is planned for this assignment.  The expert will be committed for a total of 30 working days to complete the tasks during the period March – December 2024.  The assignment will be accomplished within **9 months** (from the date of award of contract).  The expert will work under the supervision of Partners Albania for Change and Development, to which the expert will directly report with regards to the implementation of the task. |
|  | The deadline for submitting the proposal is **March 15, 2024**.  For more information on the scope of work, duties and responsabilites, experience and expertise required, etc. please refer to the **Terms of Reference**. |

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| 1. FORMAT OF CONTRACT TO BE SIGNED WITH THE TENDERER |

**CONTRACT TITLE: “**Engagement of 1 (one) National Legal Expert to support the Startup Albania State Agency”

**REF:** 16318/09

**Concluded between:**

Partners Albania for Change and Development

Rruga e Elbasanit, Pallati Singapore, Shk. 3, Kati 10, Ap.71/73, Tiranë

Represented by: Juliana Hoxha, Director

(Contracting Authority)

AND

Title

Address of the contractor

Represented by:

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract is the engagement as indicated in the contractor’s offer – ‘’Part B: Documents to be completed by the tenderer’’.

During the conduction of work, the Contractor should fulfil the duties and responsibilities below:

1. Entity Formation and Structure: Assist in the completing of the legal framework of Startup Albania State Agency, by drafting the internal regulations, human resources procedures, and guidelines for resource management.

2. Contract Drafting and Review: Draft, review, and provide legal counsel on contracts including contracts with grantees, agreements, and partnerships to safeguard the Agency's interests and ensure transparent collaborations.

3. Intellectual Property Protection: Guidance on strategies and regulations for protecting intellectual property rights, including trademarks, copyrights, and patents, to secure the Agency's innovations and assets, with a commitment to adherence to data privacy and security regulations. Establish strong data protection protocols to safeguard sensitive information.

4. Legal Risk Management: Identification and mitigation of legal risks associated with the Agency's activities, presenting proactive solutions to prevent potential legal issues.

5. Ad hoc support: Provide ad hoc legal support to the Agency for various legal related issues on needs basis during the implementation of the contract.

As part of these duties and responsibilities, the expert is expected to provide technical assistance and thematic mentoring to the staff of Startup Albania State Agency.

**Article 2: Contract value**

The total contract value for the engagement indicated in the Article 1 is: XXX EUR. The price cannot be revised.

**Article 3: Contracting documents**

This documents which form the part of this contract are (by the order of precedence):

* Contract agreement
* Contractor’s technical offer as provided in the tendering phase – ‘’Part B: Documents to be completed by the tenderer’’
* Contractor’s financial offer as provided in the tendering phase – ‘’Part C: Financial offer’’
* Terms of Reference
* Statement of exclusivity and availability
* Declaration on Honour
* Contractor’s copy of passport or ID card.
* Methodology of service delivery, including the indicative work plan and deliverables. **(*Note that the final work plan and deliverables will be discussed and agreed with the Agency during the kick off meeting and will be approved thereafter*).**
* Any other supporting documentation, if applicable.

**Article 4: General provisions**

The Contractor shall execute the contract with due care, efficiency, and diligence in accordance with the best professional practice.

**Article 5: Deliveries and payments**

The contractor will be engaged without reservation in providing the services indicated in the contractor’s offer ‘’Part B: Documents to be completed by the tenderer’’. The deliveries will be implemented within the indicated dates.

The Contractor shall provide the services in accordance with the conditions of the contract.

Upon delivery of each work product, the expert is expected to submit timesheets showing the number of working days spend on each month, for accomplishing the work.

The contracting authority will pay to the contractor for the engagement in providing the services in the amount indicated in the Article 2 of this contract document. The payments will be issued by the following time schedule.

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| **Month** |  | **<EUR>** |
| 1 | One settlement payment upon delivery of each work product, subject to approval\*. | <EUR xxx/day \* total number of working days> |
|  | **Maximum Contract Value:** | <EUR XXX> |

\* The payments for the provision of services will be made on settlements, upon each successful delivery of work products and respective timesheets, and after the verification and confirmation from the Contracting Authority. The approval of work products will be done with reference to the work plan and deliverables agreed with the Agency.

When applicable, from each settlement the Contracting Authority will deduct and pay to the relevant tax authorities, the amount of withholding tax (15% of the amount).

**Article 6: Duration of the contract**

The duration of the contract is **9 months**.

**Article 7: Cancellation of the contract**

The contract can be suspended by the Contractor due to one of the following reasons:

* Contracting Authority not fulfilling payment and other obligations

The contract can be terminated by the Contracting Authority due to one of the following reasons:

* The Contractor is in serious breach of the contract, failing to meet contractual obligations
* The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

**Article 8: Resolving of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Tirana District Court, in accordance with the national legislation.

**Article 9: Other provisions**

Upon signing the contract, the Contractor gives its consent to the Contracting Authority for the storage and processing of personal data subject to this procedure, if/when applicable. The Contracting Authority declares that it will store and process the Contractor's personal data fairly and legally, in accordance with law no. 9887, dated 10.03.2008 "On the protection of personal data".

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| **For the Contractor** | | **For the Contracting Authority** | | |
| Name: |  | Name: | Juliana Hoxha |
| Title: |  | Title: | Director | | |
| Signature: |  | Signature: |  | | |
| Date: |  | Date: |  | | |

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| 1. ADMINISTRATIVE COMPLIANCE GRID (to be completed by Contracting Authority) |

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| **Contract title:** | “Engagement of 1 (one) National Legal Expert to support the Startup Albania State Agency” | **Tender reference:** | 16318/09 |

| Tender number | Name of tenderer | Is tenderer nationality eligible?  (Y/N) | Is documentation complete?  (Y/N) | Is language as required?  (Y/N) | Is tender submission form complete?  (Y/N) | Is tenderer's declaration signed? (Yes/No/ Not Applicable) | Declaration(s) of honour included? (Yes/No) | Other administrative requirements of the tender dossier?  (Yes/No/Not applicable) | Overall decision?  (Accept / Reject) |
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