

Annex 1 – Terms of Reference

“External expertise for drafting the Italy-Croatia Cross-border Cooperation Programme 2014-2020”
CIG Code 5530719DB0

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Art 1 – General context

The new rules and legislation governing the next round of EU Cohesion Policy investment for 2014-2020 have been formally endorsed by the Council of the European Union and published in the 'Official Journal of the EU' on 20th December 2013¹. According to the new regulations, European Territorial Cooperation (ETC) will be continued and even reinforced as separate cohesion goal. For the first time the legislative package for Cohesion Policy comprises an own regulation for ETC to make the provisions more tailor-made for co-operation programmes. The existing strands of cross-border, transnational and interregional cooperation will be maintained.

The legislative package is composed of:

- **Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013:** a general regulation laying down general provisions on the European Regional Development Fund (ERDF), European Social Fund (ESF), Cohesion Fund, European Agricultural Fund for Rural Development (EAFRD) and the European Fund for Maritime Affairs and fishing (FEAMP) (Common Provisions Regulation – CPR);
- **Regulations (EU) No 1301/2013- 1304/2013- 1300/2013 of the European Parliament and of the Council of 17 December 2013:** three specific regulations respectively on the ERDF, ESF and Cohesion Fund;
- **Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013:** a regulation on the European territorial cooperation goal;
- **Regulation (EU) No 1302/2013 of the European Parliament and of the Council of 17 December 2013:** a regulation amending Regulation (EC) No 1082/2006 on the European Grouping of Territorial Cooperation (EGTC).

Among the main features of the regulatory framework, we find the following:

- Focus funding on a smaller number of priorities more closely linked to Europe 2020;
- Better to combine all Funds (including fisheries and rural development) to give more effect to the action of the Union;
- Give priority to results;
- Monitor progress in achieving agreed objectives;
- Increased use of compliance rules;
- Simplify the implementation.

Special provisions have been adopted in relation to the objective "European Territorial Cooperation" including geographical, financial, investment priorities and concentration, programming, monitoring and review, technical assistance, financial support and eligibility, management, control and certification, financial management. Under the objective "European Territorial Cooperation", the ERDF supports cross-border, transnational and interregional cooperation (Art. 2 and 3²).

The discussion on the possible geography of the new generation of Programmes of the ETC Objective is ongoing. On 5th June 2012 the European Commission organised a meeting with representatives of EU Member States, Norway, Croatia and the Macro-regional Strategies with the aim of collecting opinions on the future cross-border and transnational Programmes 2014-2020.

One of the results of this meeting was the first discussion about a new CBC Programme between Italy and Croatia.

¹ [Official Journal L 347](#) (20 December 2013).

² Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal.

At the end of 2012³, the European Commission presented a draft proposal on ETC 2014-2020 geographical areas (Article 3 ETC Regulation), and included the proposal of a new Cross-border Programme between Italian and Croatian territories.

During the first kick off meeting that took place in Rome on 8th March 2013, Italian and Croatian Authorities agreed on the establishment of a Task Force for 2014-2020 Italy – Croatia ETC Cross-border Programme, whose mission is to prepare the Italy-Croatia Cross-border Programme to be approved by the European Commission.

As stated in the Rules of Procedure of the Task Force approved on the first meeting, the main tasks of the Task Force are the following:

- (a) coordinating all preliminary and drafting activities concerning 2014 – 2020 ETC Cross-border Programme Italy-Croatia definition;
- (b) defining methods and procedures to develop an evidence-based analysis of the territorial needs and challenges of a future Programme area;
- (c) involving the national and regional level of the participating countries in the preparation process;
- (d) stimulating and coordinating the dialogue among relevant stakeholders, linking it to the preparation process;
- (e) developing the contents of Terms of Reference for subcontracting external experts;
- (f) supervising and coordinating the work of the external experts;
- (g) coordinating the work of sub-committees / working groups (if any) established.

On the basis of the internal discussion the Task Force has also shared a Timetable, defining in particular which activities are going to be outsourced to external experts, as showed in the following table.

Territorial Analysis	One tender
Programme drafting	
System Indicators	
Ex ante Evaluation	One tender
Strategic Environmental Assessment	

Based on the fact that current ETC Programmes are charged with the task of the preparation of the future 2014-2020 programmes deriving from them, and that IPA Adriatic CBC Programme is no longer envisaged in the Commission’s proposal, the responsible authorities for Italy and Croatia, partially the successors of the IPA Adriatic CBC Programme, formally requested the use of technical assistance resources for the preparation of new cross-border programmes deriving from IPA Adriatic CBC Programme during the 14th JMC meeting, held in L’Aquila (Italy) on 18th and 19th April 2013.

Following the IPA Adriatic CBC Programme JMC decision to finance the preparation of new cross-border programmes deriving from IPA Adriatic CBC Programme, and the JMC formally granted this authorization during the 14th JMC meeting, held in L’Aquila (Italy) on 18th and 19th April 2013 (Item 5).

On 16/10/2013 the Joint Monitoring Committee of the IPA Adriatic CBC Programme has formally authorized the allocation of 180.000,00 EUR from the technical assistance resources for the preparation of the Italy-Croatia ETC CBC Programme 2014-2020 and, consequently, the Task Force of the Italy-Croatia CBC Programme started to launch the two above mentioned tenders for external experts selection.

A new management structure (Managing Authority / Joint Secretariat) will be established for the technical implementation of the Programme to be hosted by one of the Member States. The future Managing Authority will support the work of the Task Force by technical co-ordination and support.

³ Ref. ARES (2012) 1516801 dated December 18th 2012.

1.1 Legal framework of the Programming process 2014-2020

The reference legal framework for the Programming process of the new generation of Operational Programmes lies in the CPR, ERDF and ETC regulations. In particular, Article 8 of the ETC regulation defines the contents of the cooperation programme. According to Article 8.10 and 8.11 of the ETC regulation, a template of Operational Programme (OP) to be used as reference model will be made available by EU COM.

The OP shall be prepared in application of the partnership and multi-level governance principles, as laid down in Article 5 of the CPR.

Defining the objectives as part of the Programme strategy, the experts should take into account the consistency with the Common Strategic Framework and (where elaborated) the strategic vision for the cooperation area. Moreover the integrated approach to territorial development should be described having regard to the Partnership Agreements of the participating Member States.

The selected experts must refer to the new legislative package once approved, but they should take into account the draft text versions during the evolution of negotiations.

The following relevant documents (and further updates) has to be observed in the presentation of the proposal and in the implementation of the charged activities:

- Common Provisions Regulation (CPR) (Reg. EU No 1303/2013);
- European Territorial Cooperation (ETC) Regulation (Reg. EU No 1299/2013), including Article 8 (Content of the cooperation programmes) and Article 16 (Indicators for the ETC goal);
- European Regional Development Fund (ERFD) Regulation (Reg. EU No 1301/2013);
- Annex I of the CPR (Common Strategic Framework);
- Draft template and guidelines for the content of the cooperation programme by EU COM;
- EC Guidance document on ex-ante evaluation, January 2013;
- EC Guidance document on monitoring and evaluation of European Cohesion Policy Concepts and Recommendations, January 2014;
- Evalsed guide on the evaluation of socio-economic development;
- Draft report of the follow-up exercise to the ex-post evaluation of INTERREG III;
- INTERACT Handbook: Practical Handbook for Ongoing Evaluation of Territorial Cooperation Programmes.

The above list is not exhaustive and could be integrated as new technical documents and guidelines become available.

Art. 2 - Subject matter of the contract

2.1 Object and purpose

The present consultation, organized by the Contracting Authority, is intended to outsource the elaboration of the future Italy – Croatia CBC Programme for the perspective 2014-2020.

The purpose of this contract is to select high level experts who will follow the programming process, until the final approval of the Programme by the European Commission, be charged with performing the design of the Programme and appraise its adequacy to the required elements.

2.2 Expected Results

The results to be achieved through the programming process by the Contractor are the following::

- analysis of the development needs of the covered area;
- design of the strategy and Programme intervention logic;
- elaboration of the Operational Programme with reference to all the required elements;
- elaboration of the indicators system with reference to all the required elements;
- support the stakeholders involvement and the integration of consultation results in the Programme.

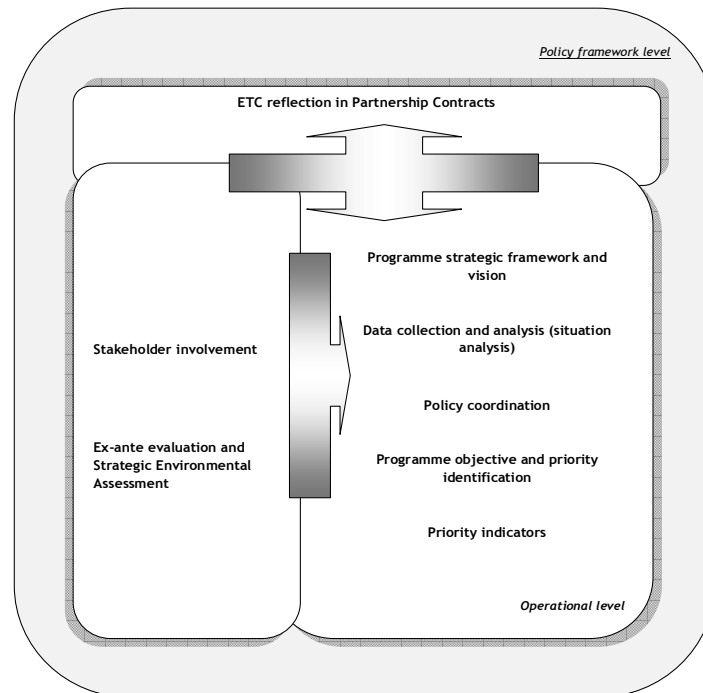
2.3 Content of the assignment

General description

The general aim of the service consists in the provision of expertise to the Programme bodies for drafting the Italy-Croatia CBC Programme 2014-2020.

The preparation of the Programme shall be in line with the need to give the new generation of programmes of the Cohesion Policy a more results-oriented approach and present a clear contribution to the achievement of the Europe 2020 targets.

The scheme of the programming process and its contextual framework is shown in the chart below.



Source: INTERACT - Programming Process 2014-2020: Practical Paper. (Draft version as of 3.04.2012.)

The Programme, in fact, must show a clear intervention logic⁴ and orientation towards results, able to effectively tackle the identified needs and challenges, including also adequate provisions for an integrated approach to development and an effective implementation of the funds.

The Programme has to be defined on the basis of CRP and ETC Regulation arrangements and in coherence with the ETC Programme template that will be defined by European Commission. Of course the work of experts is also to make a synthesis of the proposals and inputs coming from the different subjects involved in the programming process at different levels.

The role of the TF will assure an interactive and iterative approach between participating countries, stakeholders and different expert teams.

⁴In line with Recital 88 of the CPR.

In compliance with Article 8 of the ETC regulation, the OP of the Italy-Croatia CBC Programme 2014-2020 shall contain, among others, the information summarised in the following points:

- a. **Programme strategy** for the contribution to the Union strategy of smart, sustainable and inclusive growth, including: the identification of the challenges and needs of the Programme area and the justification of the chosen Thematic Objectives and Investment Priorities;
- b. **For each Priority Axis:** the Investment Priorities and corresponding specific objectives, quantified output and result indicators, actions supported, main target groups and types of beneficiaries, categories of intervention and indicative breakdown of resources;
- c. **Contribution to the integrated strategy for territorial development** including: coordination mechanisms with Structural and other Funds and, if appropriate, the contribution to macro regional strategies;
- d. **Arrangements to ensure an effective implementation** including: a performance framework in accordance with Article 22 of the CPR, actions taken to involve the partners in the preparation of the Programme as well as their role in its implementation, monitoring and evaluation;
- e. **Arrangements to ensure an efficient implementation** including: the planned use of technical assistance including actions to reinforce the administrative capacity of authorities and beneficiaries as well as an assessment of the administrative burden for beneficiaries and actions planned to reduce it;
- f. **Financing plan including:** a table specifying, for each year, the total ERDF appropriation as well as a table specifying, for the whole programming period and for each priority axis, the amount of the total financial appropriation of the support from the ERDF and the national cofinancing.

Moreover, in compliance with Article 8.7 of the ETC regulation, the OP shall also contain a description of the specific actions for - and contributions to - EU horizontal policies in the matter of environment protection and sustainable development, equal opportunities and non-discrimination, gender equality.

Geographical area to be covered

The geographical area to be covered for the realization of the required analysis is the entire territory included in the geographical area of the CBC Programme Italy-Croatia 2014-2020⁵:

Croatia: Dubrovačko-netervanska, Istarska, Ličko-senjska, Primorsko-goranska, Šibensko-kninska, Splitsko-dalmatinska, Zadarska, Karlovačka;

Italy: Trieste, Gorizia, Udine, Pordenone, Venezia, Padova, Rovigo, Ferrara, Ravenna, Forlì-Cesena, Rimini, Pesaro-Urbino, Ancona, Macerata, Fermo, Ascoli Piceno, Teramo, Pescara, Chieti, Campobasso, Foggia, Barletta- Andria-Trani, Bari, Brindisi, Lecce.

Art. 3 – Duration of contract

The period of implementation of the contract will be from its signature until the date of approval of the OP by the European Commission.

The Contracting Authority may, at its own discretion and upon request of the Italy-Croatia Task Force, extend the contract duration and/or scope, subject to the availability of funding up to a maximum not exceeding the length and value of the initial contract. Any extension of the contract would be subject to satisfactory performance by the Contractor (According to Art. 266.1 lett. c) del Reg. 1268/2012).

⁵ In accordance with Fiche 20 IMPLEMENTING ACT ON THE GEOGRAPHICAL COVERAGE OF ETC PROGRAMMES dated 22.10.2013.

Art. 4 - Starting price

The contract value cannot exceed **EUR 90.000 excluding VAT**. The amount of VAT must be clearly indicated in the offer.

Tenders exceeding the aforementioned amount shall not be accepted.

Art. 5 – Deadline for the submission of offers

Tenders must be delivered for receipt before 3 April 2014 at 1.30 pm Rome time. The **Technical offer, Experts set of documents** and **Financial offer** must also be provided in an electronic version. They must include and send the requested documents under sections 6.A, 6.B, 6.C:

- **EITHER** by recorded delivery (official postal service)
- **OR** by hand delivery (including courier services) directly to the Contracting Authority against a signed and dated receipt (Monday to Thursday from 9 am - 5 pm. Friday from 9 am to 1 pm)

to:

Formez P.A. Centro servizi, assistenza, studi e formazione per
l'ammodernamento delle P.A. – Ufficio Procedure Competitive Bandi e
Gare
Viale Marx, 15
00137 ROMA (ITALY)

Offers received beyond deadline will not be taken into account. Punctual delivery of the offer is in the responsibility of the bidder.

Art. 6 – Participation requirements and methods for submitting tenders

The offer shall be sent in a package or outer envelope containing three separate sealed envelopes with the name of the sender, bearing the words 'Envelope A — Documents', 'Envelope B - Technical bid' and 'Envelope C — Financial bid'. The outer envelope, duly sealed, shall also bear the following words: **“DO NOT OPEN – Proposal for external expertise for drafting the Italy-Croatia Cross-border Cooperation Programme 2014-2020”**.

6.A.1 Eligibility requirements

Participation is open to legal persons [participating either individually or in a grouping (consortium) of candidates] established in:

- a) a Member State of the European Union;
- b) a Member State of the European Economic Area;
- c) an official candidate country or potential candidate that is a beneficiary of the Instrument for Pre-Accession Assistance.

6.A.2 Exclusion criteria applicable for the participation in the procurement procedure

Tenderers not registered in Italy will be excluded from the participation in this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*; (i.e. against which no appeal is possible);
- (c) they have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify, including by decisions of the European Investment Bank and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) they, or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the EU's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 109(1) of the Financial Regulation.

Please refer to Annex 2 – Declaration for tenderers not registered in Italy point 6. A.2

(g)

Tenderers registered in Italy will be excluded from the participation in this procurement procedure when any of the causes for exclusion as in art. 38 of legislative decree N° 163/2006 and subsequent amendments emerge.

Please refer to Annex 2 – 6.A.2. for tenderers registered in Italy

6.A.3 Exclusion criteria applicable during the procurement procedure

Contracts may not be awarded to tenderers who, during the procurement or grant award procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the exclusion situations for this procurement or grant award procedure.

Please refer to:

Annex 3 – Declaration 6.A.3. for tenderers not registered in Italy

Annex 3 – Declaration 6.A.3. for tenderers registered in Italy

6.A.4 Selection criteria of economic/financial, professional and technical capacity

The following selection criteria will be applied to tenderers. In the case of applications submitted by a consortium or R.T.I., these selection criteria will be applied to the consortium as a whole:

6.A.4. 1) Economic and financial capacity of the tenderer:

- a. the average annual turnover of the tenderer for the years 2011 and 2012 must be equal to or exceed 90.000 EUR;
 - b. the cash and cash equivalents of the tenderer at the end of the years 2011 and 2012 are positive.
- In the case of the tenderer being a public body, equivalent information should be provided.

6.A.4. 2) Professional capacity of the tenderer:

- a. at least 4 staff currently working for the tenderer are dependent employees.

6.A.4.3 Technical capacity of the tenderer:

- a. the tenderer completed successfully at least one contract covering the field related to this contract in the years 2006 – 2013

6.A.5 Independency

The elaboration of the Italy-Croatia CBC Programme shall be carried out by external experts/companies independent from any of the bodies involved in the elaboration for ex-ante evaluation and SEA. This condition applies also to the individuals to be involved in the proposed working team.

ENVELOPE A

For point 6.A.2

FOR TENDERERS REGISTERED IN ITALY

- a) Application for participation in the tender undersigned by the legal representative;
- b) on penalty of disqualification, a declaration, including a non-certified signature and a legible copy of a valid identification document of the tenderer delivered by the legal representative, as in the facsimile annex (Annex 2-2) as in presidential decree 445/2000 and subsequent amendments, and stating the inexistence of the causes for exclusion as in art. 38 of legislative decree N° 163/2006;
- c) on penalty of disqualification, a declaration with an annexed legible copy of a valid identification document of the tenderer as in the facsimile annex (Annex 2-2), according to presidential decree 445/2000 and subsequent amendments, delivered by the subjects listed below:
 - owner, in the case of an individual company;
 - partners, in the case of a general partnership;
 - general partners, in the case of a partnership "en commandite";
 - directors with representation powers, or single partner physical person, namely the majority partner in the case of companies with less than four partners, in the case of other companies;
 - in all cases, by each body, beneficiary of special proxies on procurement, of whom the Undertaking intends to avail itself for the purpose of undersigning the deeds concerning the offer.
- d) on penalty of disqualification, a declaration, including a legible copy of a valid identification document of the tenderer by the legal representative, as in the facsimile annex (A Annex-2_) according to presidential decree 445/2000 and subsequent amendments, replacing the certification of registration with the Chamber of Commerce for Industry, SME and Agriculture with the word "antimafia" as in article 67 of legislative decree N° 159 of 2011 and subsequent amendments.

In case of R.T.I.:

the application for participation as in letter **a)** shall be undersigned by the legal representative of the leading company in the case of already established R.T.I; or by the legal representatives of all undertakings establishing the consortium in the case of R.T.I. to be constituted. In the latter case, the application shall also include the express commitment by all members to constitute a temporary association in case of award – with the explicit indication by the leading company – and to comply with the legislation as in art. 37 of legislative decree 163/2006; whilst in case of an already established R.T.I. a copy of the article of

incorporation drafted according to the terms and conditions as in art. 37 of legislative decree 163/2006 shall be annexed.

The declarations as in letters **b)**, **c)**, and **d)** shall be submitted by each member of the R.T.I .

FOR TENDERERS NOT REGISTERED IN ITALY

On penalty of disqualification, tenderers must submit a signed declaration to the effect that they are not in any of the exclusion situations listed above (6.A.2). Please refer to Annex 2.

In case a consortium intends to submit an offer, all the above listed requirements must be fulfilled by all the consortium members.

6.A.6 Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortium) is established, to show that it is not in any of the exclusion situations for participating in public tenders listed in section 6.A.2 of this document. This evidence documents or statements must be dated, no more than 1 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. (Annex 2).

The tenderer has to prove its legal position and provide an extract from the business, professional and/or trade register (proof can be submitted in copies in original language) depending on the relevant regulations of the legal system being effective at the registered seat. This requirement also applies in case the offer is submitted by a consortium: in this case the document described above must be submitted by all the members of the consortium.

If the nature of the 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), a declaration explaining this situation should be provided.

For point 6.A.3:

Tenderers either registered or not registered in Italy must submit a signed declaration to the effect that they are not in any of the exclusion situations listed above. Please refer to Annexes 3 and 3 registered in Italy.

In case a R.T.I. / consortium intends to submit an offer, the aforementioned declaration must be fulfilled by all consortium members.

6.A.7 Documentary evidence or statement of the financial and economic capacity

For points 6.A.4.1 and 6.A.4.2. a sworn declaration format for tenderers not registered in Italy and a declaration as in presidential decree 445 for tenderers registered in Italy (Please refer to Annexes 4 and 4 registered in Italy)

For point 6.A.4.3. Technical capacity for both tenderers registered and not registered in Italy (Please refer to Annexes 5 and 5 registered in Italy).

6.A.8 Documentation including the presentation of the companies (contact details, webpage, legal status, registration code, VAT registration number, short description of the company/consortium profile - up to 2 pages per company).

Please refer to Annexes 6 and 6 registered in Italy

6.A.9 A completed Financial Identification form to indicate the bank account into which payments should be made if the tender is **successful**.

Please refer to Annexes 7 and 7 registered in Italy

In the case of the Documentary proof or Statements required under bullet point 6.A.4.3, if the company/companies concerned is/are not registered in Italy, a sworn translation in Italian is required.

FormezPA shall invite all tenderers to complete or clarify the content of the certificates, documents, declarations submitted, when needed

6.B Envelope B

On penalty of disqualification, Envelope “B” must contain the technical offer including the project proposal drawn up in compliance with the specifications as in these ToRs, which shall outline the following.

6.B.1 Technical Offer

The Technical Offer that will become Annex to the contract shall include the proposal for implementing the foreseen tasks, taking into account all possible necessary steps as outlined in the description of services. This proposal shall at least contain a description of the methodology to be applied including the timeline, as well as a management concept. Specification should also be given on the role and tasks of each key expert. If additional expertise is necessary as part of the proposed methodology a brief description of the role and tasks assigned to each additional expert should be provided. The technical offer shall include the acceptance of attending the Task-Force or project-related meetings as specified in article 10.

On penalty of disqualification, the Technical Offer must be provided in Italian, English and in Croatian language.

6.B.2 Specific components

The support in the drafting of the Programme is to be seen as an interactive and iterative process between the contractor and the bodies involved in the programming process especially with regard to the experts responsible for the ex-ante evaluation and the Strategic Environmental Assessment (SEA).

Each output to be delivered in the framework of the project shall be prepared as a draft document submitted to the Italy Croatia CBC Programme Task Force and/or the Project Management Unit (See paragraph 3.3.2). On the basis of the comments received, the contractor will have to revise the concerned documents/parts of the draft Programme.

Inception phase (at the latest 4 weeks)

The Inception phase will last at the latest 4 weeks from the signature of the Contract. During the Inception phase the Contractor shall carry out the following activities:

1. Thorough assessment of these Terms of Reference and the actual situation in the field at the beginning of the implementation;
2. Analysis of the scope of the relevant legislative and other documents;
3. Based on thorough assessment of these Terms of reference and the actual situation in the field, the contractor will prepare an Inception report in accordance with Article 6.B.5 Reporting requirements.

Outputs:

1. Inception report comprising of all relevant sections prepared and submitted to the Italy-Croatia Task Force members.

Implementation phase (6 months)

Component I: Development of Operational Programme (OP) chapters through design of specific chapters of the Italy-Croatia CBC Programme, in compliance with Article 8 of the ETC regulation and on the basis of the template prepared by EU COM according to Article 8.11 of the ETC regulation.

Under Component 1, the contractor is expected to directly prepare the following sections of the OP, in line with the legal framework presented in section 1.3.

Activity 1.1: Conducting territorial analysis of the Italy-Croatia Programme area (taking the NUTS III level as the main territorial level of reference) using SWOT analysis method and preparing a corresponding report as a basis for drafting the OP chapter “Territorial analysis of the Programme area” and related supporting documents.

The preparation of this section shall consist of elaborating a territorial analysis on the current and future challenges and potentials, covering the strengths, weaknesses, opportunities and threats (SWOT) of the Programme area; as well as the identification of the needs addressing the challenges as regards the Programme area as a whole.

The following elements are to be investigated within the analysis:

- **Challenges**: the analysis shall identify the main issues and challenges for the cooperation area, with general regard to the economic, social, environmental and governance challenges the area is faced with and with specific regard to relevant thematic objectives and investment priorities outlined in the EC proposal for the 2014-2020 legislative package, highlighting also the links between the challenges and the likely future trends for the area;
- **Needs**: the analysis shall describe the needs addressing the challenges identified especially with regard to those target groups and stakeholders which can participate in- and/or can benefit from cross-border cooperation projects;
- **Potentials**: the analysis shall identify the potentials of the cooperation area in relation to the capacity of the NUTS III to face the identified challenges and needs.
- **Synergies/overlaps**: the analysis shall take into consideration the scenarios related to macro-regional strategies – namely the EU Strategy for Adriatic and Ionian Region (EUSAIR) – and investigate synergies between the macro-regional strategy and the development priorities of specific partner countries/regions.

Any situation analysis should be underpinned by three main information streams:

- Data related to policy goals and existing strategic framework documents for the Programme area: Such analysis will take into consideration the Europe 2020 strategy, TA2020, macro-regional strategies (where relevant), Programme specific visions, other strategic analysis pertinent to the area, other programmes and policies, etc.
- Data based on a scientific/statistical analysis of the conditions in the Programme area: underpinned by data from the 5th cohesion report, relevant ESPON, OECD and EUROSTAT data, regional statistical sources, etc.
- Previous experience analysis: based on analysis of results from projects from the current period, involving partners placed in the area covered by the Programme, etc.

Activity 1.2: Drafting the OP chapter “Programme objectives and strategy” and related supporting documents

Following the results of the Activity 1.1 and in line with the requirements of thematic concentration as disposed for in the regulations, drafting the overall strategy for the future ITALY-CROATIA CBC Programme.

Activity 1.3: Drafting the OP chapter “Programme intervention logic” and related supporting documents

Activity 1.3 will be prepared by identifying the Programme Priority Axes and related actions linked to Investment Priorities⁶, ensuring that the scope and targets of each Priority Axis are proportionate to the amount of funding available.

Activity 1.4: Drafting the OP chapter “Financial provisions” and related supporting documents

Activity 1.4 will be conducted by ensuring the necessary coherence with the specific objectives of each Priority Axis.

Activity 1.5: Drafting the OP chapter “Implementing provisions” and related supporting documents

Activity 1.5 will comprise of drafting implementing provisions and elaboration of ad-hoc annexes (e.g. maps, statistical data) which might be needed as informative support to the relevant OP chapters.

Moreover, in compliance with Article 8 of the ETC regulation, the Programme shall also contain a description of the specific actions for- and contributions to- EU horizontal policies in the matter of environment protection and sustainable development, equal opportunities and non-discrimination, gender equality.

Activity 1.6: Conducting a set of consultations with relevant stakeholders

The contractor is envisaged to assist the stakeholders’ consultations and to integrate the consultations’ results in the Programme. The identification of the relevant stakeholders, the methodology and the related tools will be established by the Task Force, according to Art. 5 of CPR, Art. 8 of ETC Regulation and the Commission Staff Working Document on "*Elements for a Code of Conduct on Partnership*".

Minimum outputs:

- Report on territorial analysis of the Italy-Croatia Programme area with descriptive/analytical parts visualised also with maps and summarised in a SWOT table prepared
- OP chapters “Territorial analysis of the Programme area”, “Programme objectives and strategy”, “Programme intervention logic”, “Financial provisions” and OP chapter “Implementing provisions” and related supporting documents drafted
- Animation of Stakeholders’ consultations and their follow up.

Component II: Preparation of background / supporting documents based on analysis of specific issues.

This set of activities refers to the preparation of a set of background documents which contribute to the thoroughly defined and well-founded strategy of the Italy-Croatia Programme on the one hand, and provide a solid basis for implementation on the other.

Activity 2.1: Producing methodology for the design of indicator system by developing the method and other relevant documents and analysis.

Activity 2.2: Designing the indicator system (indicators shall be designed to assess the Programme implementation, allowing for the capture of the outputs and to increase the overall orientation on results) -

⁶ As outlined in Article 5 of the ERDF Regulation and further specified in Article 7 of the ETC regulation.

in compliance with the requirements of Article 26(4) of the CPR and Article 16 of the ETC regulation - composed of the following elements, identified at the level of each Priority Axis.

- A set of Programme-specific output indicators which shall be derived from the intervention logic of the Programme⁷. According to the current version of Article 16 of the ETC regulation, baselines for the output indicators are not required (i.e. baseline is zero) and cumulative targets shall be set for 2023.
- A set of Programme-specific result indicators which shall be directly linked with the specific objectives set at priority level and, consequently to the relevant Investment Priorities. According to the current version of Article 16 of the ETC regulation, baselines for the result indicators shall be set for 2023 using the latest available data and cumulative targets (in quantitative and/or qualitative terms).
- Where relevant, a set of common indicators (output and result indicators) coherent with the objectives of the Programme and reflecting key intervention areas of the ERDF. According to the current version of Article 16 of the ETC regulation, baselines for the common indicators shall be set at zero and cumulative targets shall be fixed for 2023.
- In order to establish clear linkages, the indicator system should include – in a coherent way - proposals for project-level indicators as well.

The elements of the Programme indicator system presented above might need to be further adapted coherently with the final version of the relevant regulations and EU COM guidelines on the matter

Activity 2.3: *Compiling overall conclusions and recommendations for the implementation of monitoring system.*

Minimum outputs:

- The proposed lists of indicators (result indicators, common output indicators, Programme specific output indicators and indicators as milestones of performance framework), indicating: Measurement Unit; Baseline Value and Baseline Year; Target Value (2023); Source of Data
- Methodology for design of indicator system prepared
- Conclusions and recommendations for the implementation of monitoring system.

Negotiation phase: Collection and integration of recommendations and harmonisation of OP contents (from the end of the inception phase until one month after the approval of the OP)

The OP represents the final product of a complex process in which Programming bodies and experts bring their know-how and approaches for shaping the future of cross-border cooperation in the Programme area up to 2020. The multidisciplinary and multilevel character of the bodies involved in the preparation of the OP determines the need to ensure consistency among the different parts of the document, and to constantly analyse and respond to inputs and feedback from different bodies.

Moreover, the draft OP is subject to several consultation/revision processes which will bring inputs to the document and, consequently, the necessity of further revising the OP. They can be summarised as follows:

- Involvement of the Programme stakeholders, in compliance with Article 8 of the ETC regulation and in application of the “Partnership principle” outlined in Article 5 of the CPR;
- Consultation with the environmental authorities and the public within the SEA exercise, in compliance with Article 6 of the Directive 2001/42/EC;
- Negotiation with EU COM on the content of the submitted OP, in compliance with Article 29 of the CPR.

⁷ As recommended in the EU COM guidance document “Monitoring and evaluation of European Cohesion Policy - European Regional Development Fund and Cohesion Fund – Concepts and recommendations”. January 2014.

Activity 3.1: *Conducting the revision and fine-tuning of the produced documents set of consultations with relevant stakeholders by:*

- collecting and integrating in the OP the inputs and recommendations coming from the Programme bodies and the ex-ante evaluators (with special regard to implementation provisions);
- collecting, analysing and summarising the outcomes of the public consultations in an ad-hoc OP section and, if applicable, revise the relevant chapters of the document according to the final recommendations;
- ensuring the overall coherence of the different parts of the document until its final version to be submitted to EU COM;
- if necessary, further revising the document according to the outcomes of the negotiation phase with EU COM, until the adoption of the OP.

Minimum output:

- Final version of the Italy – Croatia CBC 2014-2020 Programme prepared.

Please note that all project outputs should be produced in English language.

6.B.3 Location

The Contractor must indicate in the Offer its location office for desk activities. The experts Team may be required to participate, upon invitation, to the Task Force and other working group meeting for the Italy-Croatia OP programming to be held both in Italy and Croatia, whose costs for travel and accommodation will be included by the Contractor in the total price of the contract. The Contractor should envisage up to 6 one-day meetings in the course of implementation.

6.B.4 Human Resources

The following paragraphs describe the roles and the profiles requested to perform the services object of this ToR and the tenderer shall submit CVs that clearly comply with the desired skills and competences.

The Contractor shall ensure that the involved experts and its staff, including its management, are not placed in a situation which could give rise to conflict of interests.

Key experts

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

Key Expert 1/Team Leader:

- A level of education which corresponds to completed university studies (4 years);
- General professional experience of at least 10 years in EU financed programmes;
- At least 5 years working experience in programming and/or management of operational programmes;
- Proven experience in coordination of a Team in at least 2 projects financed by EU funds;
- Fluency in English and Computer literacy.

Specific working experience in the programming/management/implementation of European Territorial Cooperation Programmes or INTERREG Initiative or IPA Programmes shall be considered an asset.

The Team Leader will play the role of general coordinator of the whole work plan of activities. He/Her will be responsible for contract execution and will be the interface with the Contracting Authority and Italy-Croatia Programme Task Force/PMU. The Team Leader will be expected to attend all meetings in person unless otherwise agreed.

Key Expert 2: Component 1 Profile - Expert in Programming

- A level of education which corresponds to completed university studies (4 years);
- General professional experience of at least 5 years in EU financed programmes;
- At least 3 years professional experience in programming and/or management of operational programmes;
- Fluency in English and full Computer literacy.

Specific working experience in the programming/management/implementation of European Territorial Cooperation Programmes or INTERREG Initiative or IPA Programmes shall be considered an asset.

Key Expert 3: Component 1 Profile - Expert in Territorial Analysis

- A level of education which corresponds to completed university studies (4 years)
- General professional experience of at least 7 years in EU financed programmes;
- At least 4 years professional experience in programming and/or management of operational programmes;
- Proven expertise in Territorial analysis;
- Fluency in English and full Computer literacy.

Experience of Territorial Analysis in the Programme area shall be considered an asset.

Key Expert 4: Component 2 Profile - Expert in Indicators and Monitoring

- A level of education which corresponds to completed university studies (4 years)
- General professional experience of at least 5 years in EU financed programmes
- At least 4 years professional experience in programming and/or management of operational programmes
- Proven expertise in the development of Indicators and monitoring of EU funded programmes
- Fluency in English and full Computer literacy.

Specific working experience in the implementation or monitoring of European Territorial Cooperation Programmes or INTERREG Initiative or IPA Programmes shall be considered an asset.

Other experts, support staff and backstopping

The contractor may select and contract experts other than Key experts according to the specific needs of the service required, according to the methodology set out in the technical offer.

A brief description of the characteristics and input of additional experts should be provided as described below. No CVs should be included of these experts in the offer.

The Contractor should be aware that some background documents and information may be available only in national languages (Croatian, Italian). The technical offer should include an assurance that the Contractor is able to consult such documents as necessary in order to develop all the stated outputs in English as required.

Facilities to be provided by the Contractor

The Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate

on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Contractor will be responsible, among others, for:

- Office accommodation;
- Administrative and financial management of the project;
- Performance and conduct of its experts;
- Daily translation/interpretation services (if needed for the experts' every day work);
- Copying and printing;
- Working fees for the experts;
- Travel and accommodation costs for the participation of experts to the required meetings;
- Portable computers with appropriate software;
- Telephone connection;
- Any other equipment deemed necessary for carrying out this service contract.

The said equipment is to be provided by the Contractor within the budget and with no extra cost for the Contracting Authority.

6.B.5 Reporting requirements

The contractor will submit the following reports of activities in English:

Inception Report should be produced by 4 weeks from the signature of the Contract. In the report the contractor shall describe e.g. the first findings, the progress in collecting data, the encountered and/or foreseen difficulties in addition to the work programme and staff mobilization. Inception report should include detailed work-plan, overall methodological concept, stakeholders' consultations methodology and other experts' CVs and profiles.

The document shall include among others the following:

- Detailed description of the methodology and tools to be applied for the execution of the assignment, including the timeline;
- Description of the workflows and interactions with the bodies involved in the programming process;
- Organizational chart and tasks to be performed by each expert
- Any other element necessary for the proper execution of the assignment

The Inception Report shall be discussed by the Task Force. Inception report will be subject to the approval of the Task Force members.

Final report shall be provided by the latest 30 days after the completion of the activities. The completed outputs must be annexed to the Final Report that must be provided along with the corresponding invoice.

The number of reports and other documentation to be provided within the specific components described under section 3.2. are as following:

	<i>Documentation</i>	<i>No. of copies in English</i>	
		<i>printed</i>	<i>Electronic/CD</i>
1.	Inception Report	2	No. of Task Force/PMU members
2.	Final Report	2	No. of Task Force/PMU members

Submission and approval of reports

The reports referred to above must be submitted to the Contacting Authority after their approval by the Task Force.

10% pre-financing may be requested following the signature of the contract. A 60% intermediate payment is subject to the submission of the Draft version of the OP to be submitted to the EC at the end of the implementation phase. The final Payment (30%) is subject to the submission and approval of the Final Report.

6.B.6 Monitoring and Evaluation

Project monitoring and evaluation will be based on periodic assessment of progress on delivery of results specified in section 2.2 Specific components to be achieved by the contractor of these ToR.

The provisional time schedule of the exercise is presented in the table below. It may be subject to further adaptations (including extension of the duration, if necessary) according to factors which are not under direct control of the contracting body, mainly related to the timing of the approval of the legal package and financial framework for the Cohesion Policy 2014-2020 as well as to the negotiations between Member States and the EC for the future Italy-Croatia CBC Programme.

Completion of services comprised in Contract shall be according to the indicative timeframe below, The services will be deemed to have been completed by the date of approval of the OP:

Phase	Milestone/output	Indicative timeframe
Contracting phase	Signed contract and start of implementation	May 2014
Inception Phase	Inception report	May 2014
OP drafting	1. Territorial analysis of the Programme area 2. Programme overall objectives and strategy	June- July 2014
	3. Programme intervention logic 4. Financial provisions	June – September 2014
	5. Implementing provisions	July – September 2014
Indicator system	Proposal for set of output and result indicators (common and Programme specific)	July – September 2014
OP revision and harmonisation	OP section summarising inputs from public consultations	July – August 2014
	Draft version of the OP ready to be submitted to the Programme bodies for approval	October 2014
	OP revised according to the results of EX-ante evaluation and SEA	
	OP submitted and revised according to the observations of EU COM	From submission until the adoption of the OP

Experts set of documents (to become Annex to the contract) including:

a) a list of the names of the **key experts**, indicating relative qualifications and experience that clearly match with the profiles indicated in the paragraph. 6. B.4;

b) the list of eventual additional experts – **not key experts** - indicating briefly the relative qualifications and experience and tasks in the Evaluation team;

the signed CVs of each of the key experts and an identification document. Each CV, according to Europass Format, should be no longer than 3 pages and only one CV must be provided for each position identified in the Terms of Reference. Note that the CVs of non-key experts must not be submitted. Before the signature of the contract the Contracting Authority may require the selected tenderer to provide additional documents certifying the competence and the professional experience declared by the Key experts (copy of the diplomas mentioned in their CVs, a copy of employer certificates or references proving the professional experience indicated in their CVs).

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference.

The technical offer shall be initialled on each page and undersigned in full and in a legible manner on the last page by the legal representative of the tenderer; **in the case of already established R.T.I. / consortium** by the legal representative of the group leader, and **in the case of the R.T.I. / consortium to be constituted** by the legal representative of each member of the grouping.

In case the offer is presented by R.T.I. / consortium the distribution of tasks among the different bodies composing the consortium must be clearly stated and shall be considered binding.

6.C Envelope C

On penalty of disqualification, the **Financial offer**, must be presented in EURO. The offered price shall cover any costs arising from the complete delivery of the services described above such as office and material costs, travel and subsistence costs, costs for any subcontracts, overhead costs, taxes, charges. Additional costs will not be reimbursed. VAT has to be indicated separately and prices have to be indicated as fixed prices.

All documentation contained in Envelope “C” shall be undersigned in full and in a legible manner by the legal representative of the tenderer; **in the case of already established R.T.I. /consortium** by the legal representative of the group leader, and **in the case of the R.T.I. /consortium to be constituted** by the legal representative of each member of the grouping.

In the case of discrepancy between the indication in figures and the indication in letters, the most advantageous indication for the administration shall be considered.

In the case of subcontracting, the technical offer must include the name of the service provider and what activities are to be subcontracted (however, the part of the service delivered in subcontracting shall not exceed 30% of the total value of the tender).

Tenderers submitting more than one application – in single or associated form – or partial, undetermined, conditioned, incomplete or exceeding-the-amount applications shall be excluded by the tender.

Submitting the tender implies integral and unconditioned acceptance of these terms and conditions.

Art. 7 – Awarding criteria

The contract will be awarded to the tender offering the best value for money, to be identified by means of the application of the evaluation criteria as in art. 8.

Awarding will be carried out also when only one valid tender has been submitted.

Art. 8 – Evaluation criteria

The contract will be awarded to the tender offering the best value for money using an 80/20 weighting distribution between technical quality (80) and price (20).

Valid offers will be evaluated using the best value for money analysis on the basis of the following award criteria:

	Maximum
Organisation and methodology	
Methodology proposed to implement the activities	40
Experts	
Qualification of the proposed experts	40
Price	
Gross price (EUR)	20
Overall total score	100

When single tenders do not fulfil the minimum requirements as in these terms and conditions, the score assigned to the evaluation for a single criterion equals 0.

According to Annex P of presidential decree N°207/2010, the following formula shall apply to the technical offer:

$$C_{(a)} = \sum_n [W_i * V_{(a)i}]$$

where:

$C_{(a)}$ = tender evaluation index (a);

n = total number of requirements;

W_i = relevance or score assigned to the requirement (i);

$V_{(a)i}$ = coefficient of tender performance (a) with respect to the requirement (i) varying between zero and one;

\sum_n = sum

Coefficients will be determined by means of the average coefficients discretionally attributed by single commissioners.

Economic Offer *maximum score 20/100*

According to Annex P of presidential decree N°207/2010, the following formula shall apply to the technical offer:

$$C_i \text{ (for } A_i \leq A_{\text{threshold}}) = X * A_i / A_{\text{threshold}}$$

$$C_i \text{ (for } A_i > A_{\text{threshold}}) = X + (1,00 - X) * [(A_i - A_{\text{threshold}}) / (A_{\text{max}} - A_{\text{soglia}})]$$

Where

- C_i = **coefficient** assigned to X^{th} tenderer
 A_i = **value** of the tender (*lowering*) of X^{th} tenderer
 $A_{\text{threshold}}$ = **mathematic average** of tender value (*lowering on price*) of tenderers
 X = **0.80**
 A_{max} = most convenient **value** of the tender (*lowering*)

Art. 9 - Selection

The operations will be conducted as outlined below.

Public assemblies shall be attended by no more than one legal representative who shall act with delegation of powers.

During public assembly, on the day, time and place as published in FormezPA website (www.formez.it), the Selection Committee will proceed to verify integrity and timeliness of the Envelopes received, as well as to open those files arrived untouched and in time, and to verify that Envelopes “A”, “B” and “C” have been included. Subsequently, the Selection Committee will open Envelope “A” and establish whether the necessary documents have been included.

During a confidential assembly, the Selection Committee will examine this documentation. During the following tender phases only those tenders that from an examination of the documents contained in Envelope “A” comply with all prescriptions as in these ToRs will be eligible for admission.

During public assembly, the Selection Committee - whose ad-hoc communication to tenderers will be given via e-mail -, will proceed to open Envelopes “B” of the admitted tenders, so as to verify that the documents have actually been produced.

During one or more confidential assembly, the Selection Committee will appraise the technical offers and will assign to each tenderer a score according to the previously indicated criteria.

Afterwards, during a public assembly the Selection Committee – whose ad-hoc communication will be given to the competitors - will open Envelopes “C” and read the economic offers after the preliminary communication of the scores attributed on the basis of a technical/qualitative evaluation.

During subsequent not-public assemblies, the Selection Committee will evaluate the economic offers submitted, and will assign the related score and draft the final ranking.

The tender is no way binding for Formez PA who reserves itself the right to assign the tender to none of the invited companies.

Art. 10 - Management and coordination

A Project Management Unit (PMU) for coordination of project activities and outputs will be established within the IPA Adriatic Managing Authority in accordance with the decisions of the Italy-Croatia Task Force.

The Contracting Authority, FORMEZPA, is responsible for the execution of the contract and the related administrative duties. The approval of all outputs produced by the contractor and the decisions concerning the implementation of the activities and their coherence to the whole programming process will be assumed by the Italy-Croatia CBC Programme Task Force.

The contractor is obliged to participate in Task Force meetings and/or other project-related meetings during the implementation of the contract, when invited and the travel and accommodation costs for participating in these meeting shall be incurred by the contractor. Indicatively, No. 6 meetings are expected to be organized along the entire duration of the contract. The Team Leader should be present at these meetings unless otherwise agreed with the PMU.

Art. 11 – Bail

Before sealing the contract, the contractor shall submit definitive bail exclusively under bank or insurance guarantee according to the law, equalling 10% of the contract amount or the percentage calculated in accordance with the first paragraph of art. 113 of legislative decree 163/2006, which contains: a) the clause through which the guarantor is obliged to pay in the sum guaranteed to the contracting agency within 15 days via simple written request; b) the clause of express renunciation for preventive execution as in article 1944 c.c.; c) the clause of express renunciation as in article 1957, paragraph 2. c.c.

The bail covers the duties when the contract is not or only partially fulfilled.

It being understood art. 113, paragraph 3 of legislative decree N° 163/2006, the bail, for an amount equaling 25% of the initial amount guaranteed, will be released when all contract obligations are fulfilled.

Art. 12 – Responsibilities and obligations deriving from work relations of the Contractor with third parties

Formez PA is relieved from any responsibility deriving from work relations between the contracting company and third parties.

The contracting company takes up any civil and criminal responsibility in the case of accidents or damages caused by the personnel when performing.

The contracting company shall incur all duties related to the work relation established with their employed personnel when the contract is being executed, including social security and assistance, as well as those related to the responsibilities of the employer for damaging the employee.

The contracting company is committed to fulfilling all obligations towards their personnel on the basis of the laws on social insurance in force and in general, of all regulatory provisions on employment in force.

The contracting company is committed to applying, at the benefit of their employees, regulatory and pay conditions not lower than those resulting from the specific work contract to be applied on the date of contract sealing.

Art. 13 – Memo payments

The payment will be delivered as follows:

- 10 % pre-financing following the signature of the contract;
- 60% of the contract amount as second payment – at the end of the implementation phase;
- 30% as a final payment at the submission and approval of the Final Report.

10% pre-financing may be requested following the signature of the contract after submitting the related invoice according to the terms indicated in the contract.

The second payment tranche (60%) will be paid after the submission of the draft version of the OP to be submitted to the EC at the end of the implementation phase, the time reports of the resources committed, which are undersigned, and a copy of the produced documents; as well as the related invoices according to the terms indicated in the contract.

The final payment (30%) will be paid after the submission and approval of the Final Report, the time reports of the resources committed, which are undersigned, and a copy of the produced documents; as well as the related invoices according to the terms indicated in the contract.

For tenderers registered in Italy, payments are subordinate to the preventive acquisition by Formez PA, via the One-Stop-Shop Social Security, of the certification establishing that the contractor has regularly paid the taxes due.

For tenderers not registered in Italy: payments are subordinate to the submission of a declaration certifying the fulfilment of obligations on payment of social security and assistance contributions, in compliance with the legislation of the country of merit.

Liquidation or payment of the amount will be made via bank or postal money transfer, or other suitable means which ensure that financial flows can be traced. The contractor shall have to submit an ad-hoc communication to be undersigned by the legal representative including the dedicated bank account number, general details and fiscal code of those delegated to perform, possible amendments to the already transferred amendments. It being understood that the contractor shall fulfil all obligation of traceability of financial flows as in art. 3 of law 136/2010 and art. 6 of law 217/2010.

Formez PA reserves itself the right not to proceed to the acknowledgement of single payments due if the related invoices are not received within the deadline for budgeting as envisaged by the project of reference.

According to the prize offered, the contractor shall have paid all duties imposed by these norms and for all that is needed, so as to fully deliver the services required.

Art. 14 -Transfer of ownership and copyrights

The selected tenderer will be awarded a contract including stipulations according to which it has to assign and transfer to the Contracting Authority all exclusive rights to use and reproduce, perform as well as to process, adapt or modify its work and ideas. Results and products of the contract can be used without limitation by the new Italy-Croatia CBC Programme represented by the future Monitoring Committee and future Managing Authority.

The above mentioned transfer of copyrights shall also apply to all works and contributions of the staff of the selected service provider.

Art. 15 – No subcontracting and transfer of contract

The contractor cannot further subcontract, unless indicated in the tender, as well as transfer the contract, partially or in full, in order not to lead to the prompt termination of the contract.

Art. 16 – Right to withdrawal

Formez PA has the right to withdraw at any moment from the commitments undertaken, in occurrence of events or measures which modify the situation existing at the moment the agreement is conferred, which hinder or render inopportune the prosecution of the assignment.

In this case, Formez PA will remunerate the contractor for the actual expenses incurred up until the date of renouncement.

Art. 17 – Termination of contract

FormezPA will consider the agreement to be resolved in the following cases:

- The contractor will not be able to carry out and/or conclude the activities within the terms and according to the conditions therein indicated;
- Insofar as the contractor will not observe the provisions contained in the Ethical Code of FormezPA, published in FormezPA web site - section "Chi Siamo" - that is to be considered accepted once this letter is undersigned.

In this case, except for any contention of the charges to the contractor, FormezPA reserves itself the right to recover the costs from the guarantor, and to proceed with performing the service at the detriment of the contractor, who will incur the highest prize compared to the convened amount, except for any indemnity of

the highest damage sustained, or any contingent action that Formez PA believes to undertake in its own interest.

Art. 18 – Reduction of remuneration

According to the evaluation and verification of the activities carried out, the amount due and acknowledged by the contract may be reduced when the latter have not been carried out as envisaged. Any variation, even when due to a sudden event by accident or *force majeure*, shall be preventively agreed upon by the contractor with Formez PA, and may be authorized only when the alternative solution is equivalent in economic and technical terms. In the case of unauthorized amendments, Formez PA reserves itself the right not to acknowledge the payment due and not to refund the expenses related to that part of activities which have been amended, apart from compensation of the damages undergone.

Art. 19 - Jurisdiction

In the case of litigation that may arise between this contractor and FormezPA, its settlement is assigned to an ordinary judge. The jurisdiction is exercised by the Court of Rome.

Art. 20 - Referral

Although not envisaged by this call for tender, the regulations of the Civil Code in force is referred to. All other contract aspects not included in these terms and conditions will be specified in the contract.

THE DEPUTY GENERAL MANAGER
Carlo Conte