



**REPUBLIC OF ALBANIA
PUBLIC PROCUREMENT AGENCY**

STANDARD DOCUMENTS OF OPEN PROCEDURE SERVICES

**Subject: "For laundry and hostelry service for hospitalized patients in the pavilions of the
Gynecological Obstetric University Hospital "Koço Gliozheni"**

I. NJOFTIMI I KONTRATËS

Seksioni 1. Autoriteti Kontraktor

1.1 Emri dhe adresa e autoritetit kontraktor

Name: Central Purchasing Agency
Address: Skanderbeg Square No.3, Ministry of Interior, Tirana, Albania.
Tel/Fax: ++355 42 256 796
E-mail: Flutura.Cekrezi@mb.gov.al
Website: www.abp.gov.al
Responsible person: Mrs. Flutura ÇEKREZI

1.2 Type of contracting authority:

Central Institution	Independent institution
X	
Local government unit	Other

1.3 Contract under a special agreement between Albanian and another state

Yes	No	X
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Section 2. Object of the contract

2.1 Number of reference of the procedure: REF-46140-12-13-2019

2.2 Type of “Public Contracts for Services”

Projection Contest	Consultancy Services	Other Services
		X

2.3 Contract based on Framework Agreement

Yes	No	X
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2.4 Type of Framework Agreement

With one Economic Operator

With several Economic Operators

All terms are defined	Yes	No
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In the Framework Agreement with 1 Economic Operator, when all conditions are specified, provide reasons for selecting this type of Framework Agreement:

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2.5 Number of economic operators with which the Framework Agreement will conclude: 1 economic operator.

2.6	The terms to be followed in case of reopening of the bidding process and/or potential use of electronic bidding	
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2.7 Contracting Authority / Contracting Authorities, which will conclude the framework agreement:

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2.8 Short description of the contract:

1. Limit Fund: **248,838,780** (two hundred forty-eight million eight hundred thirty-eight thousand seven hundred and eighty) ALL (value excluding VAT)
2. In case when the object of procurement consists of several items, the price per unit summery is: -
3. Funding Source: State Budget
4. The object of the contract: **"For laundry and hostelry service for hospitalized patients in the pavilions of the Gynecological Obstetric University Hospital "Koço Gliozheni".**

2. 9 Duration of the contract or time limit for execution:

Duration in months: 48 (forty-eight).

Or

starting from / / to completion in / /

2.9.1 Duration of the Framework Agreement

Duration in months: or days: (after the signature of the Framework Agreement (no more than 4 years)

Or starting from // (dd/mm/yyyy)

Completed on // (dd/mm/yyyy)

2.10 Place of performance of services, object of contract / framework agreement:

At the premises of the Gynecological Obstetric University Hospital "Koço Gliozheni", Tirana.

2.11 Division into Lots:

Yes No **X**

If yes,

2.12 Short description of lots

(The object and limit fund of the lot)

1

2.

3.

etj.

A Bidder may apply for [a lot], [some lots], [all lots]. For each lot, a special offer is presented.

2.13 Options:

Number of possible renovations (if any):

Or: from to

2.14 Variants will be accepted:

Yes No **X**

2.14.1 Subcontracting will be accepted:

Yes No **X**

If subcontracting is allowed, specify the percentage allowed for subcontracting: ____

Tender Documents

The contracting authority shall make direct payments to the subcontractor:

Yes

No

Other notes

2.15. During the procurement process in the field of Information and Communication Technology (ICT) standards have been used by the National Agency for Information Society:

Yes

No

X

2:16. During the procurement process in the field of Information and Communication Technology (ICT), where standards are not applicable, prior approval has been obtained from the National Information Society Agency:

Yes

No

X

Section 3 Legal, Economic, Financial and Technical Information

3.1 Acceptance Criteria as according to Annex 8

3.2 Bid Security ¹: (applicable in the case of procurement procedures of a higher value than the high monetary threshold, if requested by the contracting authority) The Economic Operator submits the Bid Security Form, when required, according to **Annex 3**. Value the required bid security is: **4,976,776 (four million nine hundred seventy-six thousand seven hundred and seventy-six)** Lekë (the amount expressed in question).

In the cases of LOT submission, the bid security value, when required, for each LOT is as follows:

Lot 1 _____ ALL

Lot 2 _____ ALL

Section 4 Procedure

4.1 Type of procedure: Open

Repeated procurement procedure

Tender Documents

Yes No **X**

If it is a re-announced procedure to complete the identification data of the canceled procedure:

a) Reference number in the electronic procurement system of the canceled procurement procedure

b) The procurement object of the canceled procurement procedure

c) Restriction Fund for canceled procurement procedure

4.2 Selection Criteria for the Winner:

A) Lowest price **X**

Or

B) the most economically advantageous offer
regarding the importance: Price point
etc. points

The Contracting Authority shall specify the points for each set of assessment criteria.

4.3 Time limit for receipt of tenders or requests to participate:

Date: **30/01/2020** (dd/mm/yyyy) Time: **10:00**

Venue: www.app.gov.al

When the offer is required to be submitted by electronic means, economic operators must submit the offer electronically on the PPA official website, www.app.gov.al

4.4 Timetable for the opening of tenders or requests to participate:

Date: **30/01/2020** (dd/mm/yyyy) Time: **10:00**

Venue: Central Purchasing Agency in Ministry of Interior, Tirana.

Information on bids submitted by electronic means shall be communicated to all those Economic Operators who have submitted bids, upon their request.

4.5 Bid validity period: 150 (expressed in the day)

4.6 Language (s) for the compilation of tenders or requests to participate:

Albanian **X** English **X**

Tender Documents

Other _____

Section 5 Additional information

5.1 Payable Documents (applicable only to procedures not conducted by electronic means):

	Yes	No	X
<i>If yes</i>			
	Currency _____	Price _____	

This price covers the actual costs of copying and distributing DT to Economic Operators. Interested economic operators have the right to control DT before their purchase.

5.2 Additional information (place, office, ways for withdrawal of tender documents)

Date of distribution of this notice: **16/12/2019**

Contract Notice to be completed by the Contracting Authority, which will be published in the Bulletin of Public Notifications

Tender Documents

1. Name and address of the contracting authority

Name: Central Purchasing Agency
Address: Skanderbeg Square No.3, Ministry of Interior, Tirana, Albania.
Tel/Fax: ++355 42 256 796
E-mail: Flutura.Cekrezi@mb.gov.al
Website: www.abp.gov.al
Responsible person: Mrs. Flutura ÇEKREZI

2. Type of procurement procedure: "Open procedure above the high monetary threshold".

3. Object of the contract: "For laundry and hospitality service for hospitalized patients in the pavilions of the Gynecological Obstetric University Hospital "Koço Gliozheni"

4. Reference number of procedure: REF-46140-12-13-2019.

5. Limit fund: 248,838,780 (two hundred forty-eight million eight hundred thirty-eight thousand seven hundred and eighty) ALL (value excluding VAT)

6. Duration of the contracts or time limit for execution: 48 (forty-eight) months.

7- Time limit for submitting bids or requests for participation: Date: 30/01/2020 (dd/mm/yyyy) Time: 10:00 Venue: www.app.gov.al

8- Time limit for opening bids or requests for participation: Date: 30/01/2020 (dd/mm/yyyy) Time: 10:00 Venue: Central Purchasing Agency in Ministry of Interior, Tirana.

II. INSTRUCTIONS FOR ECONOMIC OPERATORS

Section 1. Bid Drafting

Tender Documents

- 1.1 Economic Operators shall draft their bids, in compliance with the requirements provided under TDs herein. The bids that are not prepared according to these TDs shall be refused as non-acceptable.
- 1.2 All costs for the preparation, drafting and sending of the bid shall be borne by the bidding economic operator. The Contracting Authority is not liable for such costs.
- 1.3 In procurement procedures carried out by mail, the original bid shall be typed or written in indelible ink. All sheets must be bonded together and numbered. All pages of the bid, except printed non-changeable papers, shall bear the initials of or signed by the Authorized Person(s). Any change in the bid must be readable and signed by the Authorized Persons.
- 1.4 In the case of bids submitted by a consortium of economic operators, the bid shall be accompanied with the Power of Attorney/written authorization for the Authorized Persons representing the consortium during the procurement procedure.
- 1.5 The economic operator is responsible for all documentation submitted as part of the bid. In case of verification of the content of the submitted documentation, or of self-declarations, when their content does not prove to be true, the economic operator is in the conditions provided by the Article 13, paragraph 3, letter (a) of the PPL.
- 1.6 **The following documents shall be included in the bid:**
 - a) Bid Submission Form, filled in according to Annex 1 of TDs
 - b) Statement for submission of independent bids according to Annex 1/1.
 - c) Documents regarding object of procurement (*designs, catalogues, samples etc.*)
_____,
_____,
_____.
 - d) Documents and certifications required in Annex 7.
 - e) (Optional) alternative technical bid (if provided)

An Economic Operator shall submit only one offer.

Upon completion of the Annex "Statement on the Enforcement of the Legal Provisions in Labor Relations", the economic operator acknowledges that it has employment contracts with each employee and that it respects the rights of employees, in accordance with the provisions of the Labor Code (including the rights of employees). Pregnant woman, newly born woman and / or woman with breastfeeding, as provided for in Articles 104,

105, 105 / a, 106, 108 and 115, and labor legislation as a whole.

- 1.7 Confidentiality according to Article 25 of the Law on Public Procurement (LPP).
- 1.8 In procurement procedures carried out by mail, Economic Operators shall submit only the original bid enclosed in a non-transparent, sealed, stamped envelope and signed with the name and address of the Bidder and marked: "Bid to supply goods; Notification No. —".

"DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER EVALUATION COMMISSION, AND NOT BEFORE dd/mm /yyyy _____ at _____"

When bids are required to be submitted by email, the Economic Operators shall send the bid by email through the PPA's official website, www.app.gov.al.

- 1.9 In procurement procedures carried out by mail, bidders can modify or withdraw their bids, provided that such modification or withdrawal is done before the expiry of deadline for submission of bids. Both, modification and withdrawal shall be communicated in writing to Contracting Authority before the deadline for submission of bids. The envelope enclosing the statement of bidders should be marked: "**MODIFICATION OF BID**" or "**WITHDRAWAL OF BID**".

When bids are required to be submitted by email, the Bidder can, at any time, modify the bid, until the expiry of bid submission deadline, and it not necessary to communicate with the Contracting Authority, because such actions are performed in his account on PPA's official website at www.app.gov.al.

Section 2 Calculation of economic offer

- 2.1 The Economic Operator shall fill in the Bid Submission Form, attached to these TDs, defining the goods to be supplied, the quantity and price thereof.
- 2.2 All prices must be given in Albanian Currency (ALL), including applicable taxes, and excluding VAT. If prices are given in foreign currency, they shall be changed in Albanian Lek according to the Bank of Albania official exchange rate on the date the contract notification was sent for publication and shall be kept in that rate until the expiration of Bid Validity Period.
- 2.3 The bidder shall include in the Bid Submission Form, the total bid price of all goods, excluding VAT. The VAT amount, where appropriate, is added to the given price and consists in the total bid value.
- 2.4. In case of a Framework Agreement which does NOT defines all the terms, prices for the contracts under the Framework Agreement are not fixed; they are subject to change following mini-bidding among economic operators, parties to the framework agreement.
- 2.5 The Bid security, if required, shall be submitted together with the bid before the expiry of

bid submission deadline. Noncompliance with the bid security requirements shall result in the disqualification of the offer.

2.6 Bid security shall be in any of the following forms:

- a) Bank guarantee
- b) Bond

The Bid Security Form shall be signed by the issuing party (Bank, insurance company, etc.) and shall be submitted together with the bid before opening of bids, otherwise the bid will be rejected.

The above mentioned documents are valid during the period of bid validity. In case a Bid Security is in the form of a bank guarantee, the Contracting Authority returns it back within 15 days from the signing of Contract.

2.7 **Bid Validity Period**

Bid Validity Period starts at the moment of bid opening. In any case, at least 5 days before the deadline for the bid validity, the Contracting Authority can require in writing the Bidder to extend the validity period until a given date. The Bidder may reject such request in writing without losing the right to compensation of the bid security, if any. The Bidder who agrees to extend the bid validity period shall notify in writing the Contracting Authority and provides an extended bid security, is relevant. The Bid shall not be modified. In case a Bidder, following a Contracting Authority requests to extend the bid validity period, does not respond, or accept, or submit an extended bid insurance, when due, then the Contracting Authority shall reject the bid.

2.8 Unlawful actions are considered under Article 26 of Law on Public Procurement.

Section 3. Bid Evaluation

3.1 Selection criteria

(Option 1) Lowest price of qualified bid.

The contract shall be awarded to the Bidder providing the lowest price of bid.

(Option 2) Most economically advantageous bid.

For qualification criteria, it shall be clearly defined the significance of each criterion, i.e. how many points each criterion shall have and how are the points to be calculated for the consecutive bidders.

All criteria established for the qualification of bids shall be subject objective and expressed in numbers. In any case, when the criteria are more than one, the significance of price criteria shall

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not be less than 50 points. The maximum points to be given to a bidder are 100.

The formula of calculation of points in this case is:

$$P_o = P_{k1} + P_{k2} + P_{k3} + \dots$$

Where:

P_o - are the total points of the evaluated bid

$P_{k1}/P_{k2}/P_{k3}/\dots$ - are the points per each evaluated criterion

The points per each criterion are calculated with the following formula:

$$P_{k1} = V_{min\ k1} \times P_{max\ k1} / O_{k1}$$

P_{k1}	Points of criteria being evaluated
$V_{min\ k1}$	Lowest value of the criterion being evaluated
$P_{max\ k1}$	Maximum points given to the criterion being evaluated
O_{k1}	Bid index for the criterion being evaluated

Note: Only one of the options shall be chosen as evaluation criteria. Performance of both options makes the procedure invalid.

In the case of a procurement of a framework agreement, where international airline tickets are the subject of this agreement, the profit margin expressed as a percentage shall be used instead of the price.

3.2 Correction of errors and removed parts

3.2.1 The Contracting Authority corrects such errors in the bid that are simply of an arithmetical nature, if the error is found during the assessment of bids. The Contracting Authority immediately notifies the Bidder concerned with a notification in writing/by email on any such rectification and can continue with the correction of the error, provided that the Bidder accepts such communication. If the Bidder refuses the correction proposed, the Bid shall be rejected, without seizure of bid security, if there is one.

3.2.2 Errors in the price calculation shall be rectified by the Contracting Authority as follows:

- if there is any discrepancy between amounts in figures and words, the amounts expressed in words shall prevail, except when the amount in concern relates to an arithmetical error;

- if there is any discrepancy between the unit price and the total value obtained by multiplying the unit price and the quantity, the unit price shall prevail and consequently the total sum shall be corrected; if there is any error in the total sum, corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected. The amounts rectified in this way shall be binding on the bidder. If the bidder does not accept them, its bid shall be rejected. The Bids with arithmetical errors are

rejected when absolute amounts of all corrections are more than $\pm 2\%$ of the economic bid offered.

3.3 Abnormally low bids

3.3.1 If the submitted bid results abnormally low in terms of goods offered, the Contracting Authority requires the Bidder concerned to justify the price given. If the Bidder fails to provide a convincing excuse to the Contracting Authority, the latter is entitled to refuse the offer.

3.3.2 The Bid shall be considered abnormally low according the provisions of Article 66, Chapter VII of Public Procurement Rules.

If two or fewer bids are valid, according to article 56 of PPL, a bid is considered abnormally low when it was lower than 25 percent of the limit fund calculated.

If three or more bids are valid, a bid is considered abnormally low if its value is lower than 85 percent of the average valid bids, in compliance with Article 56 of Law on Public Procurement.

If one or several bids are considered abnormally low, the bid evaluation commission shall request explanations from the bidders, before taking a decision on their qualifications or not, in compliance with Article 56 of Law on Public Procurement.

In any case, the Bidder must provide documents in writing to prove the explanations on the special element(s) of the bid, in compliance with the provisions of Article 56 of Law on Public Procurement.

If three or more bids are valid, the formula to be applied for the abnormally low bid is the following:

O – Bid

M_O – Average of valid bids

n – Number of valid bids

Z_M – Possible discount

$$M_O = O_1 + O_2 + O_3 + \dots O_n / n$$

$$Z_M = 85 \% M_O$$

The value of bid is evaluated as $<Z_M$, as a consequence the bid is abnormally low

In case the most economically advantageous bid is set as selection criterion, an examination whether bids are abnormally low shall be made only if the bid classified with

the highest points has economic bid with the lowest value.

- 3.3.3** Economic Operators can file an administrative complaint under Article 63 of Law on Public Procurement.

Section 4 Signing of Contract

4.1 Notification of the winner

The Contracting Authority notifies the winning Bidder, by sending the Notification of the winner, pursuant to Annex 14. A copy of such notice is published in the Public Notices Bulletin, as provided under Article 58 of Law on Public Procurement.

4.2 Contract Insurance

- 4.2.1 The Contracting Authority demands an insurance for the contract's execution. The amount of such insurance shall be the 10% of the contract's value. The Contract's Insurance Form, according to Annex 20 of TDs, shall be signed and submitted before the signing of the contract.

- 4.2.2 Insurance for the contract's execution can be submitted in any of the following forms:
- i. Bank guarantee
 - ii. Insurance guarantee

Such form is not used by the contracting authorities in case of sectorial procurement contracts.

4.3 Notification of the signed contract

According the Public Procurement Rules, following the signing of contract, the Contracting Authority shall send to PPA a notification to be published in the Public Notices Bulletin.

Note: The contracting authorities shall not make any modification in the tender documents from section 1 to 4.

III. ANNEXES

The following Annexes are integral part of TDs:

Annex 1: Bid Submission Form
Annex 1/1: Declaration for the submission of independent bids
Annex 2: Bid Invitation Form (in the case of the Framework Agreement)
Appendix 3: Bid Insurance Form
Appendix 4: Confidential Information Form
Annex 5: Declaration on the fulfillment of Technical Specifications and Terms of Reference by the Economic Operator
Annex 6: Declaration of Conflict of Interest
Annex 7: Declaration on the fulfillment of general criteria
Annex 7/1: Declaration on guaranteeing the applicability of legal provisions in labor relations
Appendix 8: General criteria of Eligibility/Qualification
Annex 9: Technical Specifications
Annex 10: Planning of contracts in framework agreement
Annex 11: Services and execution graph
Annex 12: Terms of Reference
Annex 13: Disqualification Notification Form
Appendix 14: Winner Notification Form
Annex 15: Notification Form of successful Economic Operators in the Framework Agreement
Annex 16: General Conditions of Contract
Annex 17: Specific Conditions of Contract
Annex 18: Notification Form of signed Contract
Annex 19: Notification Form of the signed Contract for publishing in the Public Notices Bulletin
Annex 20: Contract Insurance Form
Annex 21: Complaint Form to the Contracting Authority
Annex 22: Draft Framework Agreement, where not all the terms are defined
Annex 23: Draft Framework Agreement, where all the terms are defined
Annex 24: Cancellation Notification Form

Tender Documents

Annex 1

[Annex to be filled in by the economic operator]

BID SUBMISSION FORM

Name of Bidder _____

To: *[Name and address of Contracting Authority]*

* * *

Procurement procedure: *[Type of procedure]*

Short description of contract: *[object]*

Publication *(if applicable)*: Public Notices Bulletin *[Date]* *[Number]*/Reference number in PPA's page

* * *

In reference to the above mentioned procedure, We, the undersigned, declare that:

1. The total price of our bid is *[currency and bid value]*; without VAT;
2. The total price of our bid is *[currency and bid value]*; with VAT

1	2	3	4	5	6
No.	Description of services	Quantity (in kg)	Unit price	Total price	Deadline
1	Laundry and hostelry service in the pavilions of Gynecological Obstetric University Hospital "Koço Gliozheni"	660,039			48 months
Price (Net)					
VAT (%)					
Total Price					

DETAILED TABLES FOR EACH YEAR

Specific table with quantities of the first year

1	2	3	4	5	6
No.	Description of services	Quantity (in kg)	Unit price (Lekë/kg)	Total price	Deadline

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1	Laundry and hostelry service in the pavilions of Gynecological Obstetric University Hospital "Koço Gliozheni"	161,948			
Price (Net)					
VAT (%)					
Total Price					

Specific table with quantities of the second year

1	2	3	4	5	6
No.	Description of services	Quantity (in kg)	Unit price (Lekë/kg)	Total price	Deadline
1	Laundry and hostelry service in the pavilions of Gynecological Obstetric University Hospital "Koço Gliozheni"	164,054			
Price (Net)					
VAT (%)					
Total Price					

Specific table with quantities of the third year

1	2	3	4	5	6
No.	Description of services	Quantity (in kg)	Unit price (Lekë/kg)	Total price	Deadline
1	Laundry and hostelry service in the pavilions of Gynecological Obstetric University Hospital "Koço Gliozheni"	166,022			
Price (Net)					
VAT (%)					
Total Price					

Specific table with quantities of the fourth year

1	2	3	4	5	6

Tender Documents

No.	Description of services	Quantity (in kg)	Unit price (Lekë/kg)	Total price	Deadline
1	Laundry and hostelry service in the pavilions of Gynecological Obstetric University Hospital "Koço Gliozheni"	168,015			
Price (Net)					
VAT (%)					
Total Price					

Signature of bidder _____

Seal _____

Note: The prices shall be given in **LEKË** currency (as required in the tender documents)

The unit price specified in the Bid Submission Form table with the total quantity should be the same as the unit prices in the separate tables with the quantities of each year. Bid for different units is a disqualifying condition.

Appendix 1/1

[Supplement to be filled by Economic Operator]

DECLARATION

For Introducing Independent Offers

Of the economic operator participating in the public procurement procedure to be held on: _____; by the Contracting Authority: _____; with the object: _____; with limit fund: _____.

I undersigned _____, with the capacity of the representative of the economic operator _____, in support of Article 1 of Law no. 9643, dated 20.11.2006 "On Public Procurement", as amended and in support of the Law No.9121 / 2003 "On the Protection of Competition", make this statement and I guarantee that the following statements are true and complete in every aspect:

I certify, in the interest of: _____ that:
(Name of the economic operator)

1. I have read and understood the content of this Declaration;
2. I understand that the submitted bid will be disqualified and / or excluded from participation in public procurement if this Statement is found to be incomplete and / or accurate in all respects;
3. I am authorized by the Bidder to sign this Statement and to submit an offer in the interest of the Bidder;
4. Any person whose signature appears in the Bid Documentary is authorized by the Bidder to prepare and to sign the Bid in the interest of the Bidder;
5. For the purpose of this declaration and the submitted bid, I understand that the word "competitor" means any other economic operator, other than the Bidder, whether or not it is a merger of economic operators, that:
 - a) submit a bid in response to the Contract Notice and / or the Invitation to Invitation made by the Contracting Authority;
 - b) is a potential bidder who, based on his / her qualifications, abilities or experiences, may submit a Bid in reply, Contract Notice and / or Bid Invitation.
6. The bidder declares that: (click one of the following alternatives):
 - a) The Bidder has prepared his bid independently, without consulting, communicating and without making any agreement or agreement with any other competitor;
 - b) The Bidder has consulted, communicated, has entered into agreements with one or more competitors in connection with this procurement procedure. The bidder states that in the attached documents, the details of this offer include the names of the competitors, the nature and the reasons for the consultation, communication, agreement or engagement (case of merger of economic operators or subcontracting).

Tender Documents

7. In particular, without prejudice to paragraphs 6 (a) and 6 (b) above, there has been no consultation, communication, contract or agreement with any competitor in respect of:

- a) prices;
- (b) the methods, factors or formulas used to calculate the price;
- c) the purpose or the decision to submit or not an offer; or
- d) submission of a bid that does not meet the specifications of the Bid Request.

8. In addition, there has been no consultation, communication, agreement or contract with any competitor regarding the quality, quantity, specifications or specific deliveries of the goods or services which are related to the concerned procurement, except where stated under paragraph above 6. b).

9. Bid conditions have not been made known or disclosed to the other Bidder by any means, either in advance of the date and time of the official opening of the Bids, of the Winning Bid and of the conclusion of the Contract , only if required by law or if specifically stated under paragraph 6.b).

(Name and Signature of the Authorized Person for Bidder Representation)

(Title by position at work) (Date)

Annex 2

[Annex to be filled in by contracting authority under the Framework Agreement during the reopening of mini-bidding process]

BID INVITATION FORM

(write the name of Contracting Authority)

invites the interested persons to submit their bids in the procedure to supply the following goods:

.....
.....

(provide an accurate description of the contract object and quantity as defined in Tender Documents (TDs)).

Delivery of Goods Location

(provide a short description)

The goods shall be delivered within date _____

The bid shall be send to

.....

[Provide the accurate address]

Before

.....

[Define date and time]

Eligibility criteria of winner bid _____

Form of communication:

By mail

by electronic means (email, fax, etc.)

Tender Documents

[Letter with Bank/ Insurance Company logo]

[Annex to be provided by Economic Operator when requested by Contracting Authority]

BID INSURANCE FORM

[Date _____]

To: *[Name and address of Contracting Authority]*

On behalf of: *[Name and address of insured bidder]*

* * *

Procurement procedure *[Type of procedure]*

Short description of contract: *[object]*

Publication (if applicable): Public Notices Bulletin *[Date]* *[Number]*/Reference number in PPA's page

* * *

In reference to the above mentioned procedure,

We prove that *[name of insured bidder]* has deposited in *[name and address of bank/insurance company]* the amount of *[currency and value, in words and numbers]* as a requirement for the bid insurance, submitted by the abovementioned economic operator.

We undertake to transfer to the account of *[name of contracting authority]* the assured amount, within 15 (fifteen) days from your first simple call in writing, without explanations, provided that the call states the failure to meet any of the following criteria:

- The bidder has withdrawn or changed the bid, after or before the bid submission deadline, in case it was stipulated so in the Tender Documents;
- The bidder has refused to sign the procurement contract when required by the contracting authority;
- The bidder has not provided the contract insurance, where the bid is awarded as winning or did not meet any other requirements before the signing of the contract stipulated in the Tender Documents.

Such insurance is valid for the period specified in *[contract notification or bid invitation]*.

[Representative of bank/insurance company]

Annex 4

[Annex to be filled in by the Economic Operator, if appropriate]

CONFIDENTIAL INFORMATION LIST

Tender Documents

(Please enlist below the information you want to be confidential)

Type and nature of information that needs to be confidential	Number of pages and sections of TDs you want to be confidential	The reasons why such information should be confidential	Time limit such information shall be kept confidential

ATTENTION

For any information that has not been registered as confidential, it shall be taken for granted that the holder of such rights has willingly given consent for the provision of this relevant information and the Contracting Authority bears no responsibility for the publication of such information.

It does not constitute secret commercial information, which should be made public according to the law, related to the violation of the law, or that ought to be published on the basis of good commercial practices and principles of commercial ethics. The dissemination of this information is considered legitimate if this act is intended to protect the public interest.

Annex 5

[Annex to be filled in by the Economic Operator]

DECLARATION ON THE FULFILMENT OF TECHNICAL SPECIFICATIONS

Declaration issued by the economic operator participating in the public procurement procedure, to be held on _____ by Contracting Authority _____ with object _____ and limit fund _____.

I, the undersigned _____, in the quality of _____ of legal person _____ declare that:

We meet all technical specifications, as stipulated in the tender documents, and we prove it with certificates and documents (if required by the contracting authority), to be submitted together with the Declaration herein.

Declaration submission date _____

Bidder's representative

Signature

Seal

Annex 6

[Annex to be filled in by Economic Operator]

DECLARATION
On conflict of interest

Declaration issued by the economic operator participating in the public procurement procedure, to be held on _____ by Contracting Authority _____ with object _____ and limit fund _____.

Conflict of interest is a situation of conflict between public duty and private interest of an official, in which he/she has direct or indirect private interests affecting, or that can effect or that it seems that might have effect on the unjust performance of public tasks and duties.

In implementation of Article 21, clause 1, Law no. 9367, date 07.04.2005, the categories of officials as provided under Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the signing contracts between a party and the public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of High Court, the Head of High State Audit, General Prosecutor, Judges and Prosecutors at the level of the Court of First Instance and Court of Appeals, the Ombudsman, Members of the Central Election Commission, Members of High Council of Justice, General Inspector of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of Regulatory Entities (Bank of Albania Supervision Council, including Governor and Deputy Governor; competition; telecommunication; electricity; water supply; insurance; bonds; media authorities), General Secretaries of Central Institutions as well as every public official in any public institution whose position is equivalent to that of the General Director, heads of public administration bodies that are not part of civil service.

The middle-ranked civil servants, under article 31, and officials covered by Article 32 of Chapter III, section 2 of this Law, the prohibition of clause 1 of this article, on grounds of private interests of official, as stipulated herein, shall be applied only if case of contracts within the institution's scope and territory and the institution's jurisdiction, where the official works. This prohibition is applicable also when party to the contract is an institution under the dependency thereof.

When the official is a mayor or deputy mayor of a municipality or commune, or the chairman of a regional council, member of the respective council, or a high management official of a local government unit, the prohibition due to private interests of the official, specified herein, is applicable only in the case of entering into contracts, if any, with the municipality, commune or region where the official exercises such duty. This prohibition is applicable also when party to the contract is a public institution at the dependency of this unit. (Article 21, clause 2, Law No.9367, date 07.4.2005).

The prohibitions provided for under Article 21 clauses 1, 2 of Law no. 9367, date 07.04.2005, with the respective exemptions, are applicable to the same extent also to the persons related with the official, i.e. **spouse, cohabitant, adult children and parents of the official and of the**

Tender Documents

spouse.

I, the undersigned _____, in the quality of representative of legal person
_____ declare that under my personal responsibility:

I am aware of the requirements and prohibitions provided under Law No. 9367, date 07.04.2005 “On the prevention of conflicts of interest in the exercise of public functions” as amended, and secondary legislation adopted pursuant thereto by the High Inspectorate of Declaration and Audit of Assets, and also the Law no. 9643, date 20.11.2006 “On Public Procurement”, as amended.

In compliance thereof, I declare herein that no public official, as defined in **Chapter III, Section II** of the Law no. 9367, date 07.04.2005, and in this declaration, has any private interests, directly or indirectly, with the legal person I represent herein.

Date of declaration submission _____

Name, Surname, Signature

Seal

Annex 7

[Annex to be filled in by the Economic Operator]

STATEMENT ON GENERAL CRITERIA FULFILLMENT

Statement of the economic operator participating in the procurement procedure to be held on the date _____ by the Contractor Authority _____ with object _____ with a limit found _____.

I signed _____ in quality _____ of economic operator _____ declare under my full responsibility that:

- The economic operator _____ is registered in the National Business Center and has in the field of activity the object of the procurement. In case when the bidder is a non-profit organization, they must state that they are registered as a juridical person according to Law No. 8788, dated 07.05.2001 "On Non Profit Organizations".
- The economic operator _____ has not been sentenced for any of the criminal offenses provided for in Article 45/1 of the PPL.
- The person/s in quality of ***member of the administrative body, as director or the supervisor, as a shareholder or as a partner, has either representative, decision-making or controlling powers within the economic operator***, as follows:

_____ etc.
they are not or have not been convicted by a final court decision for any of the offenses, set forth in article 45/1 of the PPL¹.
- The economic operator _____ has not been convicted by a final court decision, for acts related to professional activity.
- The economic operator _____ is not in the process of bankruptcy (active status).
- The economic operator _____ has paid all the fees for the taxes payment and social security contributions, according to the legislation in power.

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In any case, the contracting authority has the right to carry out the necessary verifications on the authenticity of the information declared by the economic operator as above.

Date of statement submission _____

Bidder's signature _____

Seal _____

Annex 7/1

[Supplement to be filled by Economic Operator]

STATEMENT ON GUARANTEE OF APPLICABILITY OF LEGAL PROVISIONS ON LABOR RELATIONS

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Statement of the Economic Operator participating in the procurement procedure to be held on _____ by the Contracting Authority _____ with object _____ with limit fund _____.

I undersign _____ on the quality of _____ of the economic operator _____, **declare under my full responsibility that:**

- Economic operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination as provided by applicable labor legislation.
- Economic operator _____ connects with the employee the respective employment contracts and guarantees measures in terms of safety and health at work for All and, in particular, for vulnerable groups, based on applicable labor legislation.
- Economic operator _____ does not have an effective legal force, established by the State Labor Inspectorate and Social Services (ISHPSHSH). In cases where legal violations, the economic operator has taken the necessary measures to address them within the deadlines set by ISHPSHSH.

Date of submission of statement _____

Bidder Representative

Signature

Seal

Appendix 8

[Appendix to be filled in by the Contracting Authority]

1. GENERAL ACCREDITATION / QUALIFICATION CRITERIA

The bidder must state that:

- a) It is registered at the National Business Center and has in the field of activity the object of the procurement. In the case where the Bidder is a non-profit organization, it must state that it is registered as a legal person under Law No. 8788, dated 07.05.2001 "On Non Profit Organizations".
- b) is not in the process of bankruptcy, (active status)
- c) has not been convicted of a criminal offense, in accordance with Article 45/1 of the PPL,
- d) has not been sentenced by a final court decision for acts related to professional activity.
- e) has paid all the fees for the payment of taxes and social security contributions, according to the legislation in force.

The foreign bidder must also declare that he meets all the requirements listed above by submitting a written self-declaration.

If the language used in the procedure is Albanian, then the foreign language documents must be accompanied by a notarized translation into Albanian.

In the case of joint economic operators, each member of the group must submit the above-mentioned self-declaration.

The General Admission Criteria should not be changed by the contracting authorities.

These criteria must be submitted by filling the written declaration of the subject on the day of the Bid Opening, according to Annex 7.

In any case, the contracting authority has the right to carry out the necessary verifications on the authenticity of the information declared by the economic operator as above.

In addition, if the bid is submitted by joint economic operators, the following documents must be submitted:

- a. Notarized agreement according to which the joint economic operators is officially established;
- b. Special procurement.

2. SPECIFIC QUALIFICATION CRITERIA

1. The Applicant / Bidder must submit:

- a. *Bid Submission Form, according to Annex 1;*
- b. *Declaration of Independent Offering, as per Annex 1/1*

- c. Bid Security Form (if applicable) according to Annex 3;*
- d. Statement on the fulfillment of technical specifications, according to Annex 5;*
- e. Statement of Conflict of Interest, according to Annex 6;*
- f. Declaration on guaranteeing the applicability of legal provisions in labor relations according to Annex 7/1;*
- g. A certificate confirming the settlement of all matured electricity obligations of energy contracts that the economic operator is registered in Albania.*

3. Legal / Professional Capacity of Economic Operators:

1. The economic operator must submit a certificate certifying the quality of management of the company, ISO 9001 (valid). A conformity assessment body accredited by the national accreditation body or international accreditation bodies recognized by the Republic of Albania shall issue the certificate.
2. A certificate certifying the quality of health and safety management at work ISO 18001 (valid). or ISO 45001. A conformity assessment body accredited by the national accreditation body or international accreditation bodies recognized by the Republic of Albania shall issue the certificate.
3. The economic operator shall submit the certificate ISO 14001(valid) - Environmental management systems. A conformity assessment body accredited by the national accreditation body or international accreditation body recognized by the Republic of Albania shall issue the certificate.
4. A valid certificate, certifying the bio contamination control system SSH EN 14065:2016 / UNI EN ISO 14065. A conformity assessment body accredited by the national accreditation body or international accreditation bodies recognized by the Republic of Albania shall issue the certificate.

In the case of joint economic operators, according to article 74 of DCM-914 dated 29.12.2014, each economic operator must submit ISO certificates according to the items of works / goods / services that I will undertake to perform according to the agreement.

3.1 Economic and financial capacity:

1. The economic operator must submit copies of annual turnover declarations or receipts from the tax administration for the turnover realized in the last 3 (three) years from the date of the development of the procedure, the average value of which is not less than 40%. the value of the limit fund.
2. The economic operator shall submit certified copies of the balance sheets of the years 2016, 2017, 2018 submitted to the relevant tax authorities.

3.2 Technical capacity:

1. The economic operator must present evidence for the performance of previous similar services, carried out during the last 3 (three) years from the date of the development of the procedure, to a value of not less than 40% of the limit fund value. The execution of similar

Tender Documents

services must be verified with the following documentation:

- a) When similar services are provided with state institutions, the economic operator must submit a certificate issued by the state institution for the provision of services or sales tax invoices;
- b) When similar services are performed with private entities, the economic operator must present the relevant sales tax invoices where the dates, amounts and quantities of the supplied services are recorded.
2. The economic operator must have the premises where he carries out the laundry service activity for which he must submit the following documentation:
 - a) Document certifying ownership or lease or lease as follows:
 - *Documentation confirming ownership:*
 - Certificate of ownership issued by the institution authorized by law; or the purchase contract; or the contract of donation; or any other document by which the right of ownership is acquired under the Civil Code of the Republic of Albania.
 - *Documentation confirming the loan:* Loan contract.
 - *Documentation confirming rental:* Lease contract.
 - b) Photo of laundry environment.
 - c) **Environmental authorization for the laundry activity issued by the respective authority;**
 - d) Technical act issued by the PPP as far as fire protection measures are concerned.
3. The economic operator must have employed not less than 12 (twelve) for the period, July 2019- December 2019, as evidenced by:
 - a) Confirmation from the Tax Administration on the number of socially insured employees and the payment list (forms E-sig 025 a) confirmed by the respective authorities.

4. The labor force required by the contracting authority;

- a) The economic operator must submit the documentation certifying that it has the necessary personnel to execute the contract as follows:

No.	Staff	Minimum no. of employees
<i>1</i>	Laundry workers	4
<i>2</i>	Loading/unloading staff	1
<i>3</i>	Service workers/ specialized nurses	4
<i>4</i>	Driver/Maintenance	1
<i>5</i>	Storekeeper	1
<i>6</i>	Sector responsible	1
TOTAL		12

- b) For the requested employees, the economic operator must submit valid employment contracts, employment booklets and health booklets in order to exclude infectious diseases.
- c) The above employees must have at least one year of working experience.

5. Disposal of equipment, tools and machinery required:

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For the machineries specified in the following table for washing, drying, ironing, packing, transport for soft materials and service carriage to the patient's bed, proven by the following documentation:

- A document certifying ownership or lease or loan as follows: purchase tax invoice; or customs clearance; or sale contract; or the contract of donation; or any other document by which the right of ownership under the Civil Code of the Republic of Albania is acquired; or Loan Contract; or Lease Contract.
- Photo of the required equipment, tools and machinery.

No.	Description	Unit	Minimum Quantities
1.	Washing machine	Piece	2
2.	Dry Cleaning Machinery	Piece	1
3.	Drying machinery	Piece	2
4.	Transporters (for professional carriage)	Piece	10
5.	Metallic containers	Piece	4
6.	Professional ironing machinery	Piece	1
7.	Professional Ironing Machines (Roller)	Piece	1
8.	Professional ironing doll machine	Piece	1
9.	Station Carts (service carriage chairs for clothes)	Piece	4
10.	Hygienic bags for clothes transport	Piece	30
11.	Disinfectant pumps in service carts	Piece	4
12.	Electronic Scales over 100 kg	Piece	1

6. The economic operator must have at least 1 (one) freight transport conveyor, with a transport capacity of over 1 ton, for the purpose of transporting goods which has to own, lease or loan and to whom to submit the documentation as follows:
 - a) Document certifying ownership or lease or loan as follows:
 - *Documentation confirming ownership:*
 - Certificate of ownership issued by a legally authorized institution or purchase contract or the donation contract or any other document by which the right of ownership under the Civil Code of the Republic of Albania is acquired.
 - *Documentation certifying the loan:*
 - Loan contract.
 - *Documentation certifying lease:*
 - Lease contract.
 - b) Vehicle traffic permit.
 - c) Certificate of technical control of vehicles,
 - d) Vehicle compulsory insurance,
 - e) Certificate for freight transport (compulsory only for vehicles with a transport capacity over 1500 kg).

For a foreign economic operator in compliance with the criteria set out in points 2.2 Economic and financial capacity"and 2.3 Technical Capacity"if the required documents or

equivalent with them do not exist, according to the provisions of its domestic law, then the foreign economic operator must submit the declaration itself in fulfillment of each of these criteria.

For a foreign economic operator, that have a register in the Hague Convent (5.11.1961), the documents must contain the apostille stamp in accordance with the Law no. 9060, dated 8.5.2003 On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents."

For a foreign economic operator, that don't have a register in the Hague Convent (5.11.1961), the documents must contain the apostille stamp in accordance with the Law no. 9060, dated 8.5.2003 On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents,"must do the legalization of these documents at embassies, consulates or respective offices of the country of origin.

All documents must be original or notarized copies thereof. Cases of non-delivery of a document or fake and incorrect documents are considered as conditions for disqualification.

Annex 9

[Annex to be filled by the contracting authority]

TECHNICAL SPECIFICATIONS

ATTENTION

Technical Specifications shall not have any request or reference to any particular brand or name, patent, drawing or tip, specific origin, manufacturer or service undertaking, unless there is an adequate, accurate or understandable description of the design of the requirements, provided that the words "or equivalent" are necessarily included in these specifications.

The economic operator that is going to be contracted must provide a service, which will include:

- Collection of the contaminated soft material in all wards of the Gynecological Obstetric University Hospital "Koço Gliozheni", Tirana, according to defined charts, regulations and protocols of hygiene and hospital care manuals;
- Laundry of soft material;
- Ironing and packaging of soft material;
- Distribution of soft material in all departments and wards of the Gynecological Obstetric University Hospital "Koço Gliozheni", Tirana, according to the charts;
- Laying the patient's bed;

The service will be offered all the week from Monday to Sunday (the economic operator should also offer the soft material for covering the needs in the wards and patients during the weekend) as well as they have to leave extra material base for the needs of the service during nights, in emergencies, but also according to the chart for the periodic change of the soft material in the respective services, and the requests of the head nurse of the ward in case of change of the soft material when it is necessary for special patients.

The new contract will have as primary element: Laundry of soft material.

Quantity of soft material for laundry:

The soft material to be washed by the economic operator is grouped into 3 (three) categories:

- Soft material for patients
- Soft material for operating rooms and birth rooms
- Soft material for the staff

The following will detail the type of soft material to be washed for each of the above categories, as well as an estimate of the amount of material to be washed on an annual, weekly and daily basis.

Regarding to soft material for patients the economic operator must wash these materials:

- Bed sheets (bottom, top)
- Pillow's cover
- Bed Pillow

- Women shirt
- Bathrobe for Patients
- Comforter
- Gummy mattress cover
- Baby diapers
- Baby blanket
- Blanket
- Tranversa

2. Soft Material for operating rooms:

- Surgical hole sheets
- Tranversa
- Double sheet
- Green costume
- Surgeon doctor apron
- Towels

3. Soft material for the staff :

- Apron for medic/nurse/assistant
- Uniform for medic/nurse/assistant
- Towels for medic/nurse/assistant

Changing the patient's bed will be done every three days or twice a week as well as in any case required by the ward's nurses as a consequence of new patient's coming (the opening of the clinical card) or in cases when changing the bed becomes necessary to preserve and protect the health of the patient. However, in special services this replacement will be done any time it is necessary.

Given the actual distribution of beds by different services as well as the percentage of bed occupancy by services, the following table gives an overview of the number of beds that are necessary to be completed with soft inventory by the economic operator:

Group of beds	Total beds	% e occupying the bed	Prediction % of occupying the bed	Beds for completion
Obstetrics Service	60	93.50	95.00	57
Pathology Service	26	88.25	90.00	24
Gynecology Service	41	90.00	91.00	37
Abortion Service	3	100.00	100.00	3
Daily Service	2	100.00	100.00	2
Neonatology Service	61	98.97	100.00	61
Total of Beds	193	95.12	96.00	184

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Given the number of beds and the coefficient of bed use, on which we have already determined the number of beds to be completed, the economic operator must be able to use the following inventory:

No	Name of product	Unit	Inventory in use
1	Mattress	Piece	193
2	Bed sheets bottom	Piece	193
3	Bed sheets top	Piece	193
4	Cover sheet	Piece	193
5	Pillow cover	Piece	193
6	Bed pillow	Piece	193
7	Women shirt	Piece	132
8	Bathrobe for patient	Piece	132
9	Tranversa	Piece	132
10	Comforter	Piece	193
11	Gummy mattress cover	Piece	193
12	Diapers	Piece	122
13	Baby blanket	Piece	122
14	Blanket	Piece	60
15	Surgical hole sheet	Piece	120
16	Double sheet for table	Piece	80

Finally, referring to the fact that the medical staff will use uniforms at a frequency of replacement rate as in the table below, the operator shall meet the following inventory requirements for personnel clothing:

No	Name of product	Inventory in use	Frequency of replacement	Total amount in year
1	Medic apron	59	1 in year	118
2	Medical Staff uniform (nurse /assistant)	121	1 in year	242
3	Sanitary uniform	60	1 in year	120
4	Staff towels	240	1 in year	240
5	Green costume	60	1 in year	180
6	Staff slippers	240	1 in two year	240

Selecting comforter makes the use of envelope sheets necessary. During summer is necessary only the use of bed sheets. Under these conditions, the envelope sheets should be used for 8 (eight) months. While for the period from 15th May to 15th September, we use a simple bed sheet for 4 (four) months, which means that the bed sheets will be used for 12 months, while the

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top bed sheets will be used for 4 months, while the envelope sheets will be used for another 8 months.

Also, the use of blankets is necessary in some departaments/wards, such as in postoperative rooms, intensive care, emergency service etc.

Staff clothing will be distinctive among the group of employees such as doctors, nurses, midwives, sanitary workers.

The contracted operator needs to renovate each year the soft material according to the following table:

No	Name of product	Unit	The amount of purchases per year	The period of time	Notes
1	Mattresses		193	5 years	This amount will only be purchased for the first year, to replace existing mattress stock. While in the coming, years there will be no renewal of the material.
2	Bed sheets (bottom)	Piece	193	1 in year	
3	Bed sheets (top)	Piece	193	1 in year	
4	Bed sheets (envelope)	Piece	193	1 in two years	
5	Pillow's cover	Piece	193	1 in year	
6	Pillows	Piece	200	1 in year	
7	Women shirt	Piece	132	1 in year	
8	Bathrobe for patients	Piece	132	1 in year	
9	Tranversa	Piece	132	1 in year	
10	Staff towels	Piece	240	1 in year	
11	Comforter	Piece	193	5 years	This amount will only be purchased for the first year, to replace existing mattress stock. While in the coming, years there will be no renewal of the material.
12	Gummy mattress cover	Piece	193	1 in two years	
13	Diapers	Piece	183	1 in vit	

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14	Baby blanket	Piece	122	5 years	This amount will only be purchased for the first year, to replace existing mattress stock. While in the coming, years there will be no renewal of the material.
15	Blanket	Piece	60	5 years	This amount will only be purchased for the first year, to replace existing mattress stock. While in the coming, years there will be no renewal of the material.
16	Staff slippers	Piece	240	1 in two years	
17	Surgical hole sheet	Piece	120	1 in year	
18	Operating Room Uniform, green	Pair	180	1 in year	
19	Double sheet for table	Piece	80	1 in year	
20	Apron for doctors	Piece	118	1 in year	
21	Medical Staff uniform (nurse /assistant)	Piece	242	1 in year	
22	Sanitary uniform	Piece	120	1 in year	

We emphasize that all material will be replaced should contain the logo and the name of the Gynecological Obstetric University Hospital "Koco Gliozheni", Tiranë. Also, soft material (staff clothing) should have distinctive marks according their job positions.

Based on data of the amount for Kg of washings per year that have actually been carried out in recent years, has determined the amount of machinery, equipment and small inventory that the contracting operator should invest in starting a service at the Gynecological Obstetric University Hospital "Koco Gliozheni" Tirana, as below:

Equipment for the laundry service			
No.	Description	Unit	Amount
1	PROFESSIONAL WASHING MACHINE	PIECE	2
2	PROFESSIONAL BARRIER WASHER	PIECE	1

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3	PROFESSIONAL DRYING MACHINERY	PIECE	2
4	PROFESSIONAL TRANSPORTATION (CLOTHES GANTRY)	PIECE	10
5	METALIC CONTAINERS(SOFT MATERIAL)	PIECE	4
6	IRONING PROFESSIONAL ROLLING MACHINES	PIECE	1
7	PROFESSIONAL IRONING DOLL MACHINE	PIECE	1
8	PROFESSIONAL PACKING MACHINES (SOFT MATERIAL)	PIECE	1
9	PROFESSIONAL STATIONARY SERVICE CARTS IN WARDS	PIECE	4
10	HYGIENIC BAGS FOR SOFT MATERIAL TRANSPORTATION	PIECE	30
11	DISINFECTANTS PUMPS IN SERVICE CARTS IN WARDS	PIECE	4
12	ELEKTRICAL WEIGHER OVER 100 KG	PIECE	1

The Contractor should have a minimum service staff as described below to perform the service "For the provision of laundry and catering services to patients hospitalized in the pavilions of the Gynecological Obstetric University Hospital "Koco Gliozheni" Tirana until the patient's bedding, as below:

No	Work Description	No. of employees
1	Laundry workers	4
2	Loading/unloading staff	1
3	Service workers/ specialized nurses	4
4	Driver/Maintenance	1
5	Storekeeper	1
6	Sector responsible	1
	Total	12

Technical specifications of soft material

Soft material to be purchased;					
No	Description	Unit	Technical Specifications	Dimensions	Type of material
1	Hospital Mattresses	piece	Uniform (without separation), with two solid layers, non-upholstered,	200x90xH25 cm	Mattress cover water or biological fluids

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			injectable (anti-fire) and anti-bacterial, anti-allergic raincoat		resistants
2	Hospital Mattresses for babies	piece	Uniform (without separation), with two solid layers	According to the definitions of CA	Mattress cover water or biological fluids resistants

SOFT MATERIAL OF THE PATIENT

Description	Unit	Technical specifications	Dimensions	Type of material
Bed sheets(bottom)	Piece	160 - 180 gr / m2, Sewing on four sides. White color.Hospital Logo.	160x260 cm	75% cotton x 25% polyester, Wash at 60°
Bed sheets(top)	Piece	160 – 180 gr/m2 Sewing on four sides. White color.Hospital Logo.	160x260 cm	75% cotton x 25% polyester, Wash at temp 60°
Envelope bed sheets	Piece	Two-sided, three-sided stitches slit at the bottom to allow the comforter to be inserted. White color. Hospital Logo	190x150 cm	cotton 100%, white color,washed at temp 90°
Mattress cover	Piece	Cotton, white color, with four-sided elasticated to be fixed at the hospital mattresses. Hospital Logo	260x150 cm	cotton 100%, washed at temp 90°
Pillow	Piece	Synthetic fiber uniform filling. White color, with double cover	50x80 cm weight 1000gr	Wash in dry
Women farnell shirt	Piece	To be a farnell material	≠ No.	100% cotton
Bathrob for patients	Piece	With side or back links, with short sleeves, size; M, L, XL, XXL, monochrome. Hospital Logo	120 -150 cm	100% cotton, washed at 90 °.
Surgical napkins 75x90 (traversa)	Piece	To be a farnell material	75x 90 cm	100% cotton
Comforters	Piece	With filling, quilted comforters, white color. The	140x180 cm	Wash in dry

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(monochromatic		outside cover of the comforter is cotton.		
Gummy mattress cover	Piece	Cotton, white color, with four-sided elasticated to be fixed at the hospital mattresses. Hospital Logo	260x150 cm	Cotton 100%, Washed at 90°
Diapers	Piece	Te jete material	100 x 100 cm	100% cotton, weight 120 gr/m ²
Baby blankets	Piece	color as requested by the procuring entity	150x90 cm	To be material 60% wool dhe 40% acrylic,
Blanket	Piece	color as requested by the procuring entity	140x180 cm	To be material 60% wool dhe 40% acrylic,
Staff slippers	Piece	Leather, white color, with holes and orthopedic layers for long standing	Numbers from: 37 – 43	Leather, white color, with holes and orthopedic layers for long standing

SOFT MATERIAL OF THE OPERATING HALL STAFF AND OPERATING HALLS

Description	Unit	Technical specifications	Dimensions	Type of material
Surgical hole sheet	Piece	With stitches from all four sides. White color. Hospital Logo	3.20x1.80m	65% cotton 35% polyester
Non-sterile OR uniforms (Blouse and Pants)	Piece	Shirts with collar V thick with small pocket above left, where the marked position and hospital's logo. With short sleeves and two side pockets below the shirt. Unisex trousers with elasticated waistband, with or without pockets on the front. Color as requested by the contracting authority. The knitting density 130-	According to standard S, M, L, XL, XXL T-shirt length 71 cm, standard pants length, tolerance + - 2 cm.	Mix 65% cotton and 35% polyester wash at 60 °.

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		160 gr /m ²		
Double sheets	Piece		2.0x2.0m	65% cotton 35% polyester
Aprons for doctors	Piece	(M, L, XL) cuts		Pol 35%, cotton 65%, min 170-190 gr/m ²
Towels (staff)	Piece	Soft cotton material, white color. Hospital Logo.	90x60 cm	cotton 100% washed at 90°
Operation Gaza Compressor	Piece	White cotton material as well as the date of introduction into the soft material used in medical service.	45 cm x45 cm	cotton 100%
Surgery slippers	Piece	To be plastic material, with porous rubber and the front of the coated, colored and no. different.		

SOFT MATERIAL FOR MEDICAL STAFF

No	Description	Unit	Technical Specification	Dimension	Type of material
1	Aprons for doctors (Males and Females) unisex	piece	White cotton material with a small right pocket on the left and the Hospital logo will be affixed. Knitting density 230 gr / m ² . Length of standard, long-sleeved apron (the back with a slit for men to allow movement), and the front to be with buckles or curtains, and with two slab pockets underneath.	Length of the aprons, according to standard S, M, L, XL, XXL	Cotton 100%. Washed at 90°
2	Nurse uniform (Blouse with Pants) unisex	piece	Shirts with collar V thick with small pocket above left, where the marked position and hospital's logo. With short sleeves and two side pockets below the shirt. Unisex trousers with	According to standard S, M, L, XL, XXL T-shirt length 71 cm, standard	Mix 65% cotton and 35% polyester wash at 60 °.

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			elasticated waistband, with or without pockets on the front. Colors as requested by the contracting authority. The knitting density is 130-160 gr / m ² .	pants length, tolerance + - 2 cm.	
3	Sanitary uniform (Blouse and Pants) unisex	piece	Shirts with collar V thick with small pocket above left, where the marked position and hospital's logo. With short sleeves and two side pockets below the shirt. Unisex trousers with elasticated waistband, with or without pockets on the front. Colors as requested by the contracting authority. The knitting density is 130-160 gr / m ² .	According to standard S, M, L, XL, XXL T-shirt length 71 cm, standard pants length, tolerance + - 2 cm.	Mix 65% cotton and 35% polyester wash at 60 °.
4	Medical Staff uniform (nurse /assistant) (Blouse and Pants) unisex	piece	Shirts with collar V thick with small pocket above left, where the marked position and hospital's logo. With short sleeves and two side pockets below the shirt. Unisex trousers with elasticated waistband, with or without pockets on the front. Colors as requested by the contracting authority. The knitting density is 130-160 gr / m ² .	According to standard S, M, L, XL, XXL T-shirt length 71 cm, standard pants length, tolerance + - 2 cm.	Mix 65% cotton and 35% polyester wash at 60 °.
5	Slippers (man, woman, color according to contracting authority)	piece	To be plastic material, with porous rubber and the front of the coated, colored and no. different.		
6	Towels (staff)	piece	Soft white cotton material. Hospital Logo.	90x60 cm	cotton 100% washed at 90°

- Materials must be accompanied by an analysis certificate and they should be stamped with the Gynecological Obstetric University Hospital "Koco Gliozheni" Tirana
- Materials must be in accordance with the STASH standards and European CE

standards

- The contractor must meet the technical condition for submitting samples for each item.

Laundry Process Management

The economic operator will provide its service, from the laundry process to the completion of the patient bedding material inventory.

The Economic Operator is obliged to dispose of all washing and disinfecting, drying, ironing and packaging capacities. In addition, the Economic Operator must provide for the replacement of soft material, whether damaged or depreciated (according to their depreciation time).

The Entrepreneur shall provide the inventory of the necessary soft material for a regular completion according to the norms of the bed that the SUGO has, with the respective designation / signature of the contracting institution. Inventory of soft material, within the meaning of this contract, naming, size, dimensions, quality and rates of use in time, shall be included in the relevant specifications.

The Economic Operator will wash, disinfect, dry, pack, transport and distribute to the pavilion the base of the soft material as well as provide full service to the patient bed.

The bedding rules will be made according to the nursing care protocols, the hospital care manual, the hygiene rules with the announcement of the opening of the new bedding card by the K / Nurse to the service, and whenever needed by the service.

Washing and disinfection in the laundry unit will be done in a concentrated manner, respecting all hygiene procedures and protocols, from the handing over of soft impure material divided by subdivisions and hazardous areas (colored bags), to the delivery of soft, washed, ironed and packaged material according to these protocols, until the bedding of the patient according to the nursing protocols. Part of this process is the provision of complete chemical - mechanical cleaning, at the right temperatures, and the ironing process.

Washing of soft material inventory will be done with the following deadlines:

- Sheets, pillow`s covers, mattress cover, patient's bathrobes, patient pajamas, patient's towels will be washed twice a week, for new spitalization patients whenever is necessary.
- Comforters, pillows, blankets shall be washed at least 4 (four) times a year, and whenever necessary by service.
- Non-sterile green suits of operating rooms will be washed based on the operations performed by the service.
- Doctors' suits, costumes for nursing staff, sanitary personnel, support staff will be washed 2 (two) times a week.
- Health personnel towels will be washed daily as and when required by the service.
- Operation halls towels, of the emergencies will be washed daily as and when required by the

service.

Withdraw and submission of the inventory of soft material in pavilions, will be made with a graphic designed by the Hospitality Sector of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.

The schedule is bound to be implemented by both parties, and in case of change, both parties must sign the approval.

The use of the soft material inventory within the pavilion is made and remains under the responsibility of the contractor authority controlled personnel of the Entrepreneur in accordance with the following procedures:

Steps of this process every day:

- Every day the Chief Nurse of the ward or the person authorized by him, compiles, arranges and submits the next day's (Pavilion Force Sheet) request for soft material, specifying the number of new beds, which he submits by 12:00 o'clock at the Sector of Services in the Department of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.
- The services section of the Obio Gynecological University Hospital "Koco Gliozheni" Tirana, based on the daily requirements (pavilion force sheets) and pavilion charts, compiles daily scale summary records at the Hospital scale, and submits it to the entrepreneur within 13:00 for the following day.
- Delivery and enumeration of soft washed, dry, ironed, and packaged material will take place daily at the premises to be designated by the Contracting Authority at the time of contract conclusion, daily at 07:00 hours under the presence of the representative of the contracting authority and the representative of the undertaking, keeping the relevant verbal process signed by the parties. This document will be of financial value, as the liquidation of the economic operator will be based on the verbal process signed by the parties on a daily basis.
- Only after it has been delivered and counted, the soft material is ready to be distributed by the Entrepreneur to the relevant services, subject to service requirements made the day before.
- **Distribution of soft material** in pavilions, will be done by the entrepreneur daily after 7:00 to 15:00, according to the schedule compiled by the Sector of Services and approved by the parties.
- The chief nurse of the ward, or the person authorized by her, will continually identify and confirm the service performed, the quality and quantity required, and shall confirm and inform in writing the Hospitality, Hospital Branch of any irregularities University of Obstetrics and Gynecology "Koco Gliozheni" Tirana.
- Withdrawal of soft materials contaminated by pavilion, will be done by the entrepreneur by 15:00
- Laying the patient bed in the ward, for both new and emergency beds will be the responsibility of the entrepreneur.
- In all cases where services require additional soft material, only after approval of the

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service chief's request by the Hotel Sector, the Entrepreneur will proceed with the delivery of additional soft material required by the service.

- In the event of damage to soft materials, a record will be kept, signed by both parties, a copy of which will be submitted to the hotel sector and the entrepreneur will promptly make appropriate replacements.
- The entrepreneur keeping the size, dimensions, initial composition (all soft material technical specifications), and does repair of damaged soft material.
- The entrepreneur is obliged to replace obsolete soft material, in use with new soft material according to the lifespan of any soft material.
- In all cases where the contractor and / or the contracting authority find that the soft material is damaged, both parties maintain a verbal process and then proceed with the disposal of this soft material.
- For cases of emergency, epidemics or pandemics, laundry will operate according to the conditions set by the Department of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.
- The contracting authority has the right to inspect in the presence of the representative of the entrepreneur, and to draft an act of control from its various sectors, based on work programs, to identify any irregularities in the performance of the service, the amount of material used. Softly delivered by reconciling and maintaining the relevant verbal service process.
- All soft materials in use, upon completion of the contract, are delivered to the Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana without payment.
- The entrepreneur himself will cover all costs for the provision of laundry and catering services at the Obstetric Gynecological University Hospital "Koco Gliozheni" in Tirana.
- The hospital will put into operation a central laundry facility where the entrepreneur can conduct laundry service activity. The entrepreneur must pay the rent according to the laws and regulations in force for this environment. This environment cannot be alienated. While the auxiliary facilities in the pavilions will be used. When adjustments are necessary for technological reasons, written approval from the Hospital is needed.
- The financial relationships between the parties will be determined at the time when the contract will be concluded.
- The Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, liquidates the Entrepreneur every month, based on the amount of dry soft material in kilograms according to the delivery reports and monthly pavilion order summary, compiled by the Hotel Sector and approved by both parties. The Hospitality Sector compiles the monthly scale summary of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, based on copies of the reports of delivery of soft material to the pavilions daily.
- When the entrepreneur does not make changes to the soft bedding material of the patient according to deadlines, upon written service/pavilion complaint, the hospital representative compiles relevant information by attaching a report, based on which it is proved that the service was not performed. Each day that the bed that has not been changed in time, the entrepreneur is kept the calculated value of dry soft material that has not been changed. In cases where the lack of service is repeated, the entrepreneur pays the Hospital fine

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based on the value of the missing service calculated on the service.

- Report of bans and fines, are kept by the entrepreneur during the next monthly payment. The entrepreneur, in the Hospital Directorate within (30 days) of the following month, can oppose them. Outside this deadline, these processes will be called accepted by the parties.
- Staff employed by the entrepreneur in the laundry service, within the territory of the Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, is required to apply hygiene care protocols, of nursing care as well as the Hospital's regulation. In cases where this is violated, the respective employee is dismissed by the entrepreneur upon the written request of the Hospital Directorate, information and the relevant report.

Annex 10

[Annex to be filled in by the Contracting Authority in the Framework Agreement]

PLANNING OF CONTRACTS IN THE FRAMEWORK AGREEMENT

Service: Total number of contracts under Framework Agreement		
Contract No.	Contract Title	Brief Description of the contract
01		
02		
03		

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...		
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Annex 11

(Annex to be filled in by the Contracting Authority)

(This Annex in the case of the Framework Agreement will be completed by the contracting authority only during the reopening of the mini-contest process)

SERVICES AND EXECUTION GRAPH

The private economic operator to be contracted must provide a service, which will include:

- Collection of impure contaminated material in all pavilions of the Obstetric Gynecological University Hospital "Koco Gliozheni", Tirana, according to defined charts, hygiene

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- regulations and protocols and hospital care manuals;
- Washing of soft material;
- Iron and packaging of soft material;
- Distribution of soft material in all services and pavilions of the Obstetric Gynecological University Hospital "Koco Gliozheni", Tirana, according to the charts;
- Laying the patient's bed;

The service will be offered throughout the week from Monday to Sunday (the private economic operator should also provide the soft material for covering the needs in the wards, and the bedding of the patient during the weekend) as well as the leave of the reserve material base for the needs of the service during the new postings at night, in emergencies, but also according to the chart defined for the periodic change of the soft material in the respective services, and as the request of the head nurse of the pavilion in case of change of the soft material when it is necessary for special patients.

Washing and disinfection in the laundry unit will be done in a concentrated manner, respecting all hygiene procedures and protocols, from the handing over of soft impure material divided by subdivisions and hazardous areas (colored bags), to the delivery of soft material, washed, ironed and packaged according to these protocols, until the bedding of the patient according to the nursing protocols. Part of this process is the provision of complete chemical - mechanical cleaning, at the right temperatures, and the ironing process.

Washing the inventory of soft material will be done with these deadlines:

- Bed sheets, pillow cushion, mattress cushion, patient's bathrob, will be washed every day and whenever is needed by the service.
- Wicker quilts, pillow's, blankets will be washed at least 4 (four) times a year, and whenever needed by the service.
- Non-sterile costumes of the operating room will be made based on the operations performed by the service.
- The physician's parcels, the costumes of the nursing staff, the auxiliary staff, the sanitary facilities will be washed 2 (twice) times a week.
- The towels of the health personnel, will be washed every day and whenever is needed by the service.
- Emergency and operation room towels will be washed daily and as often as required by the service

Withdrawal and submission of inventory of soft material in the pavilions, will be done with a graph compiled by the Hospitality Department of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.

The graph is obligated to be applied by both parties, and in the case of changes, both parties must sign the approval.

The use of inventory of soft material inside the pavilion is made and remains under the responsibility of the staff of the contractor controlled by the contracting authority, according to the following procedures:

Steps of this process every day:

- Every day the Chief Nurse of the ward or the person authorized by him, compiles, arranges and submits the next day's (Pavilion Force Sheet) request for soft material, specifying the number of new beds, which he submits by 12:00 o'clock at the Sector of Services in the Department of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.
- The services section of the Obio Gynecological University Hospital "Koco Gliozheni" Tirana, based on the daily requirements (pavilion force sheets) and pavilion charts, compiles daily scale summary records at the Hospital scale, and submits it to the entrepreneur within 13:00 for the following day.
- Delivery and enumeration of soft washed, dry, ironed, and packaged material will take place daily at the premises to be designated by the Contracting Authority at the time of contract conclusion, daily at 07:00 hours under the presence of the representative of the contracting authority and the representative of the undertaking, keeping the relevant verbal process signed by the parties. This document will be of financial value, as the liquidation of the economic operator will be based on the verbal process signed by the parties on a daily basis.
- Only after it has been delivered and counted, the soft material is ready to be distributed by the Entrepreneur to the relevant services, subject to service requirements made the day before.
- **Distribution of soft material** in pavilions, will be done by the entrepreneur daily after 7:00 to 15:00, according to the schedule compiled by the Sector of Services and approved by the parties.
- The chief nurse of the ward, or the person authorized by her, will continually identify and confirm the service performed, the quality and quantity required, and shall confirm and inform in writing the Hospitality, Hospital Branch of any irregularities University of Obstetrics and Gynecology "Koco Gliozheni" Tirana.
- Withdrawal of soft materials contaminated by pavilion, will be done by the entrepreneur by 15:00
- Laying the patient bed in the ward, for both new and emergency beds will be the responsibility of the entrepreneur.
- In all cases where services require additional soft material, only after approval of the service chief's request by the Hotel Sector, the Entrepreneur will proceed with the delivery of additional soft material required by the service.
- In the event of damage to soft materials, a record will be kept, signed by both parties, a copy of which will be submitted to the hotel sector and the entrepreneur will promptly make appropriate replacements.
- The entrepreneur keeping the size, dimensions, initial composition (all soft material technical specifications), and does repair of damaged soft material.
- The entrepreneur is obliged to replace obsolete soft material, in use with new soft material according to the lifespan of any soft material.
- In all cases where the contractor and / or the contracting authority find that the soft material is damaged, both parties maintain a verbal process and then proceed with the

disposal of this soft material.

- For cases of emergency, epidemics or pandemics, laundry will operate according to the conditions set by the Department of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana.
- The contracting authority has the right to inspect in the presence of the representative of the entrepreneur, and to draft an act of control from its various sectors, based on work programs, to identify any irregularities in the performance of the service, the amount of used soft material delivered reconciling and maintaining the relevant service verbal process.
- All soft materials in use, upon completion of the contract, are delivered to the Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana without payment.
- The entrepreneur himself will cover all costs for the provision of laundry and catering services at the Obstetric Gynecological University Hospital "Koco Gliozheni" in Tirana.
- The hospital will put into operation a central laundry facility where the entrepreneur can conduct laundry service activity. The entrepreneur must pay the rent according to the laws and regulations in force for this environment. This environment cannot be alienated. While the auxiliary facilities in the pavilions will be used. When adjustments are necessary for technological reasons, written approval from the Hospital is needed.
- The financial relationships between the parties will be determined at the time when the contract will be concluded.
- The Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, liquidates the Entrepreneur every month, based on the amount of dry soft material in kilograms according to the delivery reports and monthly pavilion order summary, compiled by the Hotel Sector and approved by both parties. The Hospitality Sector compiles the monthly scale summary of Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, based on copies of the reports of delivery of soft material to the pavilions daily.
- When the entrepreneur does not make changes to the soft bedding material of the patient according to deadlines, upon written service/pavilion complaint, the hospital representative compiles relevant information by attaching a report, based on which it is proved that the service was not performed. Each day that the bed that has not been changed in time, the entrepreneur is kept the calculated value of dry soft material that has not been changed. In cases where the lack of service is repeated, the entrepreneur pays the Hospital fine based on the value of the missing service calculated on the service.
- Report of bans and fines, are kept by the entrepreneur during the next monthly payment. The entrepreneur, in the Hospital Directorate within (30 days) of the following month, can oppose them. Outside this deadline, these processes will be called accepted by the parties.
- Staff employed by the entrepreneur in the laundry service, within the territory of the Obstetric Gynecological University Hospital "Koco Gliozheni" Tirana, is required to apply hygiene care protocols, of nursing care as well as the Hospital's regulation. In cases where this is violated, the respective employee is dismissed by the entrepreneur upon the written request of the Hospital Directorate, information and the relevant report.

Execution deadlines:

From the date of signing the contract for a period of 4 (four) years.

Annex 12

(Annex to be filled-in by the Contracting Authority)

TERMS OF REFERENCE

TERMS OF REFERENCE

Laundry and Hotel Services in the wards of the Obstretic Gynecological University Hospital "Koco Gliozheni" Tirana.

Rules for the Circulation of Soft Material in the Pavilions of the Obstretic Gynecological University Hospital "Koco Gliozheni" Tirana.

Description:

Entrepreneurial staf, performing procedures on both the bedding of the patient and the removal of contaminated material, must have identifying clothing, recognized by the contracting authority. He must apply the nursing care protocol to the patient's bedside as well as the hygiene rules.

The separation of materials is done after each change of bed, during the washing or patient care process.

Soft material should be manipulated with one use non-sterile gloves, and the staff should not transported it by holding it in their hands or left on the ground.

Collection of impure materials will be at a location designated by the service, the contracting authority, in the color identifier bag corresponding to the type of contaminated material that will remain there until delivery.

Cloth bags fill up to 2/3, are completely sealed and placed in the room or place provided for the service of storage of materials. Evacuation should be done as soon as possible.

The bags should not be draged over the floor.

Tha material carriage, serves for holding colored sacks and for depositing contaminated materials from one bed to another. The carriage is wheeled and separated by specific colored sacks with respective identification mark.

The material carriage does not enter the patient's room. When changing a patient, remove any object by taking care of dental, auditory, pen or other cutting material.

Entrepreneur draws from the pavilion the closed inventory with the designated color bags according to the zones and sanitary norms, for washing and disinfection by the authorized person-clinic-the chief nurse, and at the same time hand over to the pavilion the cleaned ironed and packaged inventory. Inventory that is received or delivered is always folded and packed.

Work clothes of health staff:

The contaminated clothing of health personnel, with their emptied pockets will be placed in the bag located in the staff dressing room.

Special case of contaminated material "with microbiological risk:

This material will be first placed in a plastic bag and then in a yellow cloth bag: contaminated

material with blood or biological fluids.

Same procedure will be applied even for the contaminated material with (salmonella, shigella, intestinal viruses, and chlostridium difficile) or when is observed the presence of ecto parasites such as bugs, lice, etc.

Special case of material contaminated by a patient after examination in nuclear medicine:

Put the contaminated material in plastic bags, maintain it in the patient toilet, notify the radioprotection service (through QKU),

to estimate the level of radioactivity reduction before being eliminated in a yellow sack.

Other materials will be placed in the blue bag, with the sign "dirty material".

Turnover:

The collection of contaminated material is carried out by a service worker / sanitary each morning.

The personnel authorized by the entrepreneur do distribution of clean material for hospitalization and work clothing at any service

In no case, the materials do not discard from the services.

Attention:

Wash your hands at every change of bed through this procedure: do a simple wash and then a hydroalcoholic hand rub, after manipulating the dirty materials.

Wash contaminated carts daily, never wash materials in service, and never take any materials to wash at home.

Distribution: **Obstretic Gynecological University Hospital "Koco Gliozheni" Tirana.**

Place and service delivery: **Obstretic Gynecological University Hospital "Koco Gliozheni" Tirana.**

Annex 13

[Annex to be filled-in by the Contracting Authority]

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER ¹

[Location and Date]

[Name and address of the Contracting Authority]

[Bidder's address]

Dear Sir/Madam, Mr./Ms. <name of contact>

Thank you for Your participation in the aforementioned public procurement procedure. The procedure is conducted in accordance with Law no. 9643 dated 20.11.2006 "On Public Procurement".

Your bid was carefully evaluated according to the terms and conditions set out in the contract notice and the bidding file. I regret to inform You that you were disqualified because the bid submitted by you was rejected due to the following (s) reason:

If You think that the Contracting Authority has violated the LPP or RPP during the public procurement procedure, then you have the right to initiate a review procedure as provided for in Chapter VII of the LPP.

Although we could not use Your services in this case, I believe that You will continue to be interested in our procurement initiatives.

With respect

< Name >

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[*Annex to be filled in by the Contracting Authority*]

WINNER NOTIFICATION FORM

[*Date*]

To: [*Name and address of the bidder declared winning*]

Procurement procedure:

Reference Procedure / Lot Reference:

Short description of the contract: [*Quantity or purpose and duration of the contract*]

Previous publications (*if applicable*): Public Announcement Bulletin [*Date*] [*Number*]

Winner selection criteria: lowest price most economically advantageous bid

We notify that these bidders have participated in the procedure with the respective values offered:

1. _____
Company's full name *VAT Identification Number*

Amount _____
(in numbers and words)

2. _____
Company's full name *VAT Identification Number*

Amount _____
(in numbers and words)

Etc. _____

The following bidders have been disqualified:

1. _____
Company's full name *VAT Identification Number*

2. _____
Company's full name *VAT Identification Number*

Respectively for the following reasons:

* * *

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In reference to the above mentioned procedure, we herein inform *[name and address of the awarded bidder]* that the bid submitted, with a total value of *[the relevant amount expressed in words and figures]* / total points awarded *[_____]* identified as successful bid.

Consequently, you are encouraged to submit to *[name and address of the contracting authority and contact reference]* insurance contract, as provided in the Tender Documents within _____ days of receipt / publication of this notice.

In case you do not comply with this requirement, or withdraw from signing the contract, your bid security shall be forfeited (if any) and the contract shall be awarded to the next bidder in the final qualification, whose bid is offered with a total value of *[respective value expressed in words and figures]*, as provided in Article 58 of Law 9643 date 20.11.2006 “On Public Procurement”, as amended.

Award Notification published on _____

Complaint: yes, or no _____

(If any) answer received on _____

[Head of Contracting Authority]

Tender Documents

[Annex to be filled in by Contracting Authority under Framework Agreement]

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT

[Date]

To: *[Name and address of successful economic operators]*

1. _____
2. _____
3. _____

* * *

Procurement procedure:

Number of procedure's reference and number of lot's reference:

Short description of contract: *[Quantity, object, duration of contract, etc.]*

Previous publications (if applicable): Public Notices Bulletin *[Date]* *[Number]*

Successful bidder selection criteria: lowest price most economically advantageous bid

We notify that the following bidders have participated in the procedure with the respective values offered:

1. _____
Company's full name *VAT Identification Number*
Amount _____
(in numbers and words)
2. _____
Company's full name *VAT Identification Number*
Amount _____
(in numbers and words)
- Etc. _____

The following economic operators have been disqualified:

1. _____
Company's full name *VAT Identification Number*
2. _____
Company's full name *VAT Identification Number*

Tender Documents

Respectively for the following reasons:

* * *

In reference to the above mentioned procedure, we herein inform that the following economic operators have been identified as successful:

1. _____
Company's full name *VAT Identification Number*
Amount _____ / Total points received _____
(in numbers and words)

2. _____
Company's full name *VAT Identification Number*
Amount _____ / Total points received _____
(in numbers and words)

Etc. _____

Consequently, you are invited to appear at *[name and address of the contracting authority and contact reference]*, before _____ days from the date of receipt / publication of this notice to conclude the draft agreement.

Classification Notice done in date _____

Complaint: yes, or no _____

(If any) answer received on _____

[Head of Contracting Authority]

CONTRACT'S GENERAL CONDITIONS
Services – Open Procedure

Article 1: Scope

- 1.1 These general terms of contract (GTC) will be implemented for the carrying out of procured services through an open procedure.
- 1.2 Law on Public Procurement in the Republic of Albania provides that the provisions of the Albanian Civil Code shall apply to public procurement contracts. Some provisions of the Code are included in the GTC in order to increase the transparency of the terms of the contract. However, quoting some provisions herein shall not in any way affect the implementation of other provisions of the Civil Code of this contract.
- 1.3 Similarly, some provisions of the Law on Public Procurement are included in the GTC in order to increase the transparency of the law governing public procurement. However, quoting some provisions herein shall not in any way affect the implementation of other provisions of the Law on Public Procurement on the rights, duties and obligations of the parties.
- 1.4 GTC shall apply to the extent not superseded by the terms and provisions set out in other parts of the contract.

Terms of the contract shall also include special terms of contract (STC). If case of discrepancy between the GTC and the STC, the STC shall prevail.

Article 2: Definitions

- 2.1 “Contract” means the written agreement concluded between the procuring entity and the Supplier consisting of the tender documents including the GTC and the STC, all attachments and completed forms and all other documents incorporated by reference in any document.
- 2.2 “Price of contract” means the price payable to the Contractor under the Contract for the full and proper performance of its contract obligations.
- 2.3 “Contract object” means all the Services that the Contractor will grant according to the contract conditions.
- 2.4 “Party (ies)” mean the signatories to the contract.
- 2.5 “Contracting Authority” means the entity that is part of this contract and the provisions of this contract buys goods. This term wherever used has similar meaning to that defined in the law.
- 2.6 “Contractor” means a natural or legal person that is a party to this contract and according to the provisions of this contract, sells the services.

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- 2.7 “Services” means all the duties that will be carried out by the Contractor according to the contract.
- 2.8 “Terms of Reference” express the scope and purpose of the contract, determine the duties, requirements, objectives, delivery, location and delivery of the Services to be provided.

Article 3: Drafting of Contract

- 3.1 The award notification shall serve as a basis for the drafting of contract between the parties, which shall be signed within the term stated in the Tender Documents.
- 3.2 The existence of contract is confirmed by the signing of a contract document incorporating all agreements between the parties.

Article 4: Corrupted Practices, Conflict of Interest and Inspection of Records

- 4.1 The Contracting Authority can petition to the court to declare the nullity of contract if it ascertains that the Contractor has committed acts of corruption. Corruptive actions include actions described in Article 26 of the Law on Public Procurement.
- 4.2 The Contractor shall not be associated (present or past) with a consultant or any other entity that has participated in the preparation of tender documents for this procurement.
- 4.3 The Contractor shall permit the Contracting Authority to inspect the accounts and records related to the implementation of the contract or to have them audited by inspectors appointed by the Contracting Authority.

Article 5: Confidential Information

- 5.1 Contractor and the Contracting Authority must keep confidential all documents, data and other information provided by the other party to the contract.
- 5.2 Contractor may provide subcontractors such documents, data or other information it receives from the Contracting Authority to the extent required for the subcontractor to perform its work under the contract. In such case, the Contractor shall include in its contract with the sub-Contractor a provision that provides for confidentiality as stated in Section 5.1 above.

Article 6: Intellectual Property

- 6.1 Except as otherwise provided in the contract, all intellectual property rights provided by the Contractor in performing the contract shall belong to the contractor who may use his discretion.
- 6.2 Except otherwise provided in the contract, the Contractor, after completion of the contract, the contracting authority shall submit all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, or prepared by the Contractor in performing the contract. Contractor may retain

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copies of such documents and data, but shall not be used for purposes related to the contract without prior written approval of the Contracting Authority.

- 6.3 The Contractor shall provide the Contracting Authority from liability for infringement of intellectual property rights that may arise from the production or distribution of goods under the contract.
- 6.4 In the event of any claim or suit against the Contracting Authority in connection with any violation of intellectual property rights caused by the implementation of the contract or the use of goods supplied under the contract, the Contractor shall provide the Contracting Authority all evidence and information in the possession Contractor pertaining to such suit or claim.

Article 7 General Obligations of the Contractor

- 7.1 The Contractor must perform the Services and fulfill his obligations with all efforts, efficient and economical in accordance with generally accepted technical and professional practices.
- 7.2 The contractor should pursue sound business practices and use advanced and appropriate technologies as well as safe methods.
- 7.3 If the contract requires the performance of professional advisory services, the Contractor should always act as a loyal Adviser to the Contracting Authority in accordance with the rules and code of conduct of his profession and must always support and maintain public interest.
- 7.4 If the contract requires the performance of professional advisory services, the Contractor shall exercise full care in the relations with third parties including the media and shall not participate in actions outside his / her competence in the representation of the Contracting Authority.

Article 8 Specific Obligations of the Contractor

- 8.1 The Contractor must perform all Services as specified in the Terms of Reference.
- 8.2 The Contractor must submit to the Contracting Authority all services, in the specified quantities, as required by the contract, including, but not limited to, all reports, documents, studies, drawings and plans.
- 8.3 The Contractor must provide reports related to the implementation of the Services as required in the contract.

Article 9 Specifications and Sketches

- 9.1 If the contract requires design services, the Contractor must prepare all specifications and drawings using accepted and generally accepted systems acceptable to the Contracting Authorities and to take into account the latest standards.

Tender Documents

- 9.2 If the contract requires design services, the Contractor must ensure that all specifications, designations and other requirements are prepared on a neutral basis in terms of promoting competition in the procurement of design objects.

Article 10 Permissions and Licenses

- 10.1 The Contractor shall be responsible for obtaining permits or licenses in accordance with the requirements of the Laws of the Republic of Albania for the performance of the Services in this contract unless the parties so agree otherwise.

Article 11 Removal and Replacement of Key Personnel

- 11.1 The Contractor shall provide prior written approval from the Contracting Authority prior to removal or replacement of the key personnel as described in the Contractor's Bid.
- 11.2 The Contractor will replace any employee if the Contracting Authority finds that the person has committed unlawful actions or the Contracting Authority is sufficiently dissatisfied with the work of the person.
- 11.3 If it is necessary to replace any of the key personnel, the Contractor shall provide as substitute a person with equivalent or better qualifications.
- 11.4 The Contractor will pay additional costs for the replacement of key personnel except when the cause of the replacement was due to the negligence or lack of care of the Contracting Authority.

Article 12 Location

- 12.1 Services should be performed in the location or locations specified in the contract.
- 12.2 If the location is not specified, the Contracting Authority reserves the right to approve the place or places where the Services are to be provided, however, approval shall not be delayed unreasonably.

Article 13 Professional Responsibility Insurance

- 13.1 The Contractor must retain professional liability insurance according to the generally recognized rules and practices for the profession to indemnify the Contracting Authority for damages resulting from negligence, errors or omissions in the performance of the Services.
- 13.2 If the minimum amount of insurance is not specified in the contract, the Contractor must provide insurances in the amount generally recognized as sufficient under the circumstances of the Services being provided.

Article 14 Contract Price

- 14.1 Price of the contract must be the price offered in the Contractor's bid and accepted by the

Contracting Authority.

Article 15 Deadlines of payment

- 15.1 The contract price, including any advance payment, must be paid in time as specified in the contract.
- 15.2 Unless otherwise provided by another provision of the contract, payment must be made in Albanian currency. The exchange rate of different currencies shall be the rate of the Bank of Albania fixed on the day of dispatch for publication of the contract notice.
- 15.3 Unless otherwise provided by another provision of the contract, the Contractor's request for payment shall be made in writing to the Contracting Authority. For each request, the Contractor shall submit an original and one copy together with a list of items describing the services rendered.
- 15.4 Unless otherwise provided by another provision of the contract, payment for goods shall be made within 30 calendar days from the day the goods are received or the date of receipt of the request for payment whichever is later.
- 15.5 Payment date shall be the day that the funds are debited from the account of the Contracting Authority.

Article 16 Payment Delays

In case of verification of delays in making payments by the Contracting Authority, although the Contractor has fulfilled all its obligations in accordance with the terms of the contract, the arrears and the relevant interest charges shall be made in accordance with the provisions of Law no. 48/2014 "On late payments in contractual and commercial liabilities".

Article 17 Amendment of Laws and Regulations

- 17.1 If after the date of signing the contract, any law, regulation, ordinance, order or procedure having the effect of law in Albania is enacted, promulgated or amended that affects the conditions, including the date of delivery, or contract price, terms or contract price shall be adjusted to the extent that the Supplier is affected in the performance of his obligations under the contract.

Article 18 Force Majeure

- 18.1 Contractor is not liable for loss of contract insurance, liquidated damages or termination of contract on grounds of default if and to the extent that its delay in performance or other failure to implement its obligations under the contract is the result of an event of Force Majeure.
- 18.2 For the purposes of this article "Force Majeure" means an event beyond the control of the Contractor on the fault or negligence and unpredictable. Such events may include, but are not limited to the actions of the Contracting Authority either in its sovereign capacity or,

Tender Documents

war or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and embargoes.

- 18.3 If any occurrence of Force Majeure, the Contractor shall promptly notify the Contracting Authority. Unless the Contracting Authority gives different directives, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

Article 19 Delay in Performance and Extensions of Term

- 19.1 Except as otherwise provided, the Contractor shall commence performance of the contract immediately after signing it.
- 19.2 Unless the Contracting Authority agrees to contract extension, the Contracting Authority is entitled to liquidate damages for delay in performance if the Contractor fails to perform any of the Goods within the period specified in the contract implementation.
- 19.3 Contracting Authority may deduct the amount of liquidated damages to be paid by the amount of the payment to the Contractor. In such case the Contractor shall notify in writing the Contractor of the amount and reason for the deduction.
- 19.4 Contracting Authority shall agree to an extension of term in case of Force Majeure.
- 19.5 The Contracting Authority may agree to an extension of term in other circumstances if it is in the public interest to do so. If the Contractor encounters conditions that impede the term, the Contractor shall promptly notify the Contracting Authority in writing of the delay, the cause and the proposed date of delivery or completion. The Contracting Authority shall evaluate the request. If the Contracting Authority agrees to the delay, the extension shall come into force with a written amendment to the contract signed by the Contracting Authority and the Contractor.

Article 20 Liquidation of Damages for Late Delivery

- 24.1 Liquidated damages for late delivery will be calculated with the following daily fees:
- a) For contracts with implementation period of no more than 6 months, the daily rate shall be 4/1000 of the corresponding value not been implemented yet by the total contract price, but this value shall be calculated more than 25% of the contract price.
 - b) For contracts with implementation period of no more than 12 months, the daily rate shall be 2/1000 of the corresponding value not been implemented yet by the total contract price, but this value shall be calculated more than 25% of the contract price.
 - c) For contracts with a period of performance of more than 12 months, the daily rate shall be 1/1000 of the corresponding value not been implemented by the total contract price, but this value shall be calculated more than 25% of the contract price.

Article 21 Negotiations and Amendments

- 21.1 The parties shall not negotiate changes or amendments to any element of the contract that

shall change the conditions that underlie the selection of the Contractor.

- 21.2 No amendment or other variation of the contract shall be valid unless it is in writing, it is dated, it is expressly referring to the contract and it is signed by an authorized representative of the Contractor and the Contracting Authority.
- 21.3 Any withdraw from the rights, powers or remedies that may be made under the contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent which it is issued.

Article 22 Order Modification

- 22.1 The Contracting Authority reserves the right to order additional goods or services up to a size that does not exceed 20% of the total contract price. Any extra request must be made in a manner consistent with the rules and procedures stipulated in the Law on Public Procurement.

Article 23 Termination for Default

- 27.1 The Contracting Authority may terminate the contract in whole or in part, if:
 - a) Contractor fails to delivery of the Goods within the period specified in the contract or within any extension granted; or,
 - b) Contractor fails to perform any other obligation of the contract.
- 23.1 The Contracting Authority shall give written notice of termination for default and grant the Contractor 15 days to cure the default unless the termination is for corrupt or illegal actions, in which case the termination shall be immediate.

Article 24 Termination for Insolvency

- 24.1 The Contracting Authority may terminate the contract at any time if the Contractor becomes bankrupt or insolvent.
- 24.2 The Contracting Authority shall give written notice of termination.

Article 25 Termination for reasons of Public Interest

- 25.1 The Contracting Authority may terminate the contract at any time if it determines that this action must be taken to best serve the public interest.
- 25.2 The Contracting Authority shall provide the Contractor written notice of termination.
- 25.3 The Contracting Authority shall pay the Contractor for all goods accepted and services related to them and performed before the termination and shall pay the Contractor for damages incurred for partially performed Services in connection with them. In calculating the amount of damages, the Contractor shall be required to take all necessary actions to minimize the damage.

Article 26 Subcontract

- 26.1 A subcontract shall be valid only if it is in the form of a written agreement by which the contractor entrusts performance of a part of his contractual obligations to a third party
- 26.2 The Contractor shall not subcontract without prior written approval of the Contracting Authority and not more than 40% of the contract value. The Contractor shall notify the Contracting Authority of the contract to be sub-elements and documentation that proves the ability of sub-contractor. Contracting Authority shall notify the Contractor of its decision within 5 days of receiving the notification, stating the reasons whether it approves it or not.
- 26.3 Each subcontractor has the right to participate in public procurement under the Law on Public Procurement. Authority may direct payment to the subcontractor to supply services to be.
- 26.4 When the Contractor intends to carry out a part of the works with the subcontractor, he must submit in the bid, according to the tender documents, all the documentation required for the subcontractor as well as the concrete works that will be subcontracted.
- 26.5 The contractor remains fully responsible for the implementation of the contract irrespective of the subcontractor's behavior.

Article 27 Transfer of Rights

- 31.1 The Contractor shall not transfer, in whole or in part, its obligations under the contract except with the prior consent of the Contracting Authority.

Article 28 Contract Insurance

- 28.1 Before signing the contract, the contractor shall provide to the Contracting Authority contract insurance in the amount and form required.
- 28.2 The amount of contract insurance shall be payable to the Contracting Authority as compensation for any loss resulting from the Contractor's failure to fulfil its obligations under the contract.
- 28.3 The contract insurance guarantee shall be returned to the Contractor not later than 30 days after the date of receipt of the Goods. However, five (5) percent of the deposit will be held until satisfactory fulfillment of the contract obligations.

Article 29 Legal Basis

- 29.1 The contract shall be regulated and interpreted according to the Albanians in the applicable legislation.

Article 30 Resolution of Disputes

Tender Documents

- 30.1 The Contracting Authority and the Contractor shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this agreement by direct negotiation.
- 30.2 If the parties fail to resolve the dispute or conflict, problems shall be considered through contract dispute resolution and legal procedures in force under the legislation of the Republic of Albania.

Article 31 Representation of Parties

- 31.1 Each party shall appoint in writing a person or organizational position that shall be responsible, on behalf of the party, for making statements and party representation in matters related to the execution of the contract.
- 31.2 Each party shall notify the other of any change in the appointment of representatives of the party. If a party fails to give notice must assume any losses caused by the failure to give adequate notice.
- 31.3 Parties may appoint additional persons or organizational units to represent the party in the specific actions or activities, in which case the written notice must be given and must determine the extent of the representative's authority.

Article 32 Notifications

- 32.1 Any notice given by one party to the other under this contract shall be made in writing to the address specified in the contract.
- 32.2 A notice shall be effective as soon as delivered.

Article 33 Calculation of deadlines

- 33.1 All references to days shall be calendar days unless otherwise provided.

Annex 17

[Annex to be filled in by the Contracting Authority]

SPECIFIC CONDITIONS

Services – Open Procedure

Particular contract conditions are drafted in accordance with the specific contract object. If there is a discrepancy between the GTC and the STC shall prevail Special terms of Contract.

Article 1: Definitions

2.1 Contracting Authority is _____

2.2 Contractor is _____

Article 2: Contract Insurance

2.3 Contract Insurance in the amount of *(10% of the offer's values)* _____ shall be provided by the Contractor to insure the execution of its obligations under the contract.

2.4 Insurance shall be issued or returned immediately to the Contractor according the following form: _____

Article 3 Start of Contract

3.1 Implementation of the contract shall commence on _____. If the date is not set, the application shall begin on the date the Contractor signs the contract form.

Article 4 Location of Services

4.1 Services shall be carried out at: _____

Article 5 Information to be provided by the Contracting Authority

5.1 Within 15 days of receiving the contract security, the Contracting Authority must provide the Contractor with the following information and documents: _____

Article 6 Reporting Requirements

6.1 During the extension of the contract, the Contractor shall provide reports to the Contracting Authority according to the following form: _____

Article 7 Professional Responsibility Insurance

7.1 Prior to the beginning of the contract implementation, the Contractor shall provide the Contracting Authority with proof of professional liability insurance with the minimum as follows: _____

Article 8 Terms of Payment

8.1 Payment for Services should be made according to the following file: _____

8.2 Each filed payment must be made within _____ days from the date of reaching the agreement on the payment or from the date of receipt of the written request for payment whichever is the later. If left unmet, the time period will be 30 days.

8.3 The payment currency will be _____. If left unpaid, payment will be made with Albanian currency.

Article 9 Preliminary Payment

9.1 The pre-payment percentage will be _____. If left unpaid, the Contractor will not receive a pre-payment.

9.2 If a pre-payment is promised, the advance will be paid in _____ days from the receipt of the contract security.

9.3 If a prior payment is made, the amount shall be deducted from the payment to be made to the Contractor under the following formula: _____

Article 10 Contract waiver deduction

10.1 If a periodic reduction of the contract security is foreseen, it is performed as follows

If not completed, the guarantee remains unchanged.

Annex 18

[Annex to be filled in by the Contracting Authority]

PUBLICATION FORM OF THE NOTIFICATION OF SIGNED CONTRACT

Section 1 Contracting Authority

1.1 Name and address of the contracting authority

Name _____
Address _____
Tel/Fax _____
E-mail _____
Webpage _____

1.2 Type of contracting authority:

Central Institution	Independent Institution
Local Government Unit	Other

Section 2. Object of Contract

2.1 Number of reference of procedure/lot _____

2.2 Type of “Public Contracts for Goods”

Purchase Rent Leasing Hire A
 purchase combination
 thereof

2.3 Contract based in the Framework Agreement

Yes No

If yes, type of Framework Agreement

With 1 Economic Operator

Jo

With several Economic Operators

All terms are defined Yes No

2.4 Short description of the contract

- 1 Limit Fund _____
2. Source of Funding _____
3. Object of the contract / framework agreement _____

2.5 Duration of the contract or time limit for execution:

Duration in **months or days**

Or

Starting from // to //

2.6 Division into LOTS:

Yes

No

If Yes, number of LOTS:

2.7 Options:

Number of possible renewals (if any):

or: from to

2.8 Subcontracting:

Yes

No

Section 3. Procedure

3.1 Type of procedure: Open

3.2 Criteria for the selection of winners:

A) **Lowest price**

or

B) **Most economically advantageous bid**

In terms of significance: Price **points**
Etc. **points**

3.3 Number of bids submitted:

Number of regular bids:

3.4. For procurement in the Information and Communication Technology (ICT), the standards drafted by National Agency on Information Society have been used:

Yes No

3.5. For procurement in the Information and Communication Technology (ICT), in the event the standards are not applicable, previous consent from National Agency on Information Society has been taken:

Yes No

Section 4 Contract Information

4.1 Number of Contract: _____ Date of Contract //

4.2 Name and address of the contractor

Name _____
Address _____
Tel/Fax _____
E-mail _____
Webpage _____

4.2.1 Name and address of the subcontractor (s)

Name _____
Address _____
Tel/Fax _____
E-mail _____
Webpage _____

4.3 Total final amount of contract *(including lots, options and subcontracting)*:

Amount _____ *(without VAT)* Currency _____
Amount _____ *(with VAT)* Currency _____

4.3.1 Total amount of subcontracting: _____

Amount _____ *(without VAT)* Currency _____
Amount _____ *(with VAT)* Currency _____

4.4 Additional Information

Date of dispatch of this notice //

Annex 19

[Annex to be filled in by the Contracting Authority for publication in the Public Notice Bulletin]

1. Name and address of contracting authority

Name _____
Address _____
Tel/Fax _____
E-mail _____
Webpage _____

2. Type of procedure: _____

3. Object of the contract / framework agreement _____

4. Number of reference of procedure/lot _____

5. Fund limit _____

6. Total final value of contract *(including lots, options and subcontracting)*:

Amount _____ *(with VAT)* Currency _____

Amount of subcontracting _____ *(with VAT)* Currency _____

7. Date of contract signature _____

7. Name and address of contractor/subcontractor

Name _____
Address _____
VAT Identification Number _____

Annex 20

[Letter with Bank/Insurance Company logo]
[Annex to be presented by the Economic Operator]

CONTRACT INSURANCE FORM

[Date]

To: *[name and address of the contracting authority]*

On behalf of: *[name and address of the insured bidder]*

* * *

Procurement procedure: *[type of procedure]*

Short description of the contract: *[object]*

Publication (if applicable): Public Notice Bulletin *[Date]* *[Number]*

* * *

In reference to the above mentioned procedure, and provided that *[name of the winning bidder]* has been awarded the contract,

We certify that *[name of the winning bidder]* has made a deposit to the *[name and address of the bank/insurance company]* in the amount of *[currency and amount expressed in words and figures]* as a condition for the execution of contract to be signed with *[name of contracting authority]*

We undertake to transfer to the account of *[name of contracting authority]* the insured amount, within 15 (fifteen) days from your simple written first, without asking explanations, provided that the request mentions the non-fulfilment of conditions the contract.

This insurance is valid until the full execution of the contract.

[Representative of the bank/insurance company]

Annex 21

COMPLAINT FORM TO THE CONTRACTING AUTHORITY

Complaint to: Contracting Authority

Section I. Identification of Complainer

The complainer may be a bidder or potential bidder (e.g. individual, partnership, association, joint venture).

Complainer full name (please type)

Address

City

State

Postal/Zip Code

Telephone number (including area code)

Fax number (including area code)

E-mail

Name and title of the official authorized to issue the complaint (please type)

Signature of the authorized official

Date (year/month/day)

Section II. Information on Procedure

1. ID number

*Fill in the number of contract in the contract notice or in the tender documents, including **the type of procedure used** for the procurement in question (e.g., Request for Proposals (RP) Open Procedure (OP) Restricted procedure (RP), Proceedings Negotiated (PN), Consulting Services (CS), Design competition (DC)).*

2. Contracting Authority

The name of the contracting authority administering the procurement process.

3. Estimated Value of the Procurement

Calculation of contract value (amount expressed in numbers and in words)

4. Object of Contract

Brief Description of works/goods/services purchased.

5. Deadline for submission of Bid

The deadline for submission of bids.

Date (year/month/day)

6. Date of Contract Award

Date (year/month/day) if applicable

Section III. Description of complaint

1. Complaint Legal Basis

(write here the law infringement, based on decisions, actions, documents, etc.)

2. Detailed Statement of Facts and Arguments

Give a detailed statement of facts and arguments that support your complaint. For any reasons, specify the date on which you became aware of the facts related to the reasons for appeal. Indicate the relevant sections of the tender documents, if applicable. Use additional pages if necessary.

3. List of Annexes

*For a complaint to be considered filed, it must be complete. Attach a readable copy of all documents relating to your complaint and a list of all these documents. Documents should normally include **any notice published, all tender documents with all amendments, annexes, and your proposal.** Determine which information is confidential, if any. Explain why the information is either a version of the relevant documents with confidential parts removed and a summary of the content.*

Send the completed form procurement complaint, all necessary attachments and additional copies, to **the Contracting Authority**

Note: For complaints to the Public Procurement Commission You shall refer to the complaint form issued by the institution.

No. Fax:

E-mail:

Signature and seal of the applicant

Annex 22

DRAFT FRAMEWORK AGREEMENT (DEFINING ALL TERMS) FOR WORK/GOODS/SERVICES)

[Use of this draft agreement is binding on all contracting authorities using the framework agreement)

No. __

DATE:

This contract is concluded on [date] between [name and address of the Contracting Authority], hereinafter referred to as the “Contracting Authority” and [name and address of Contractor] represented by [representative], hereinafter referred to as “Contractor”.

Contractor, through his bid, on [date] agrees to supply goods, as specified in the terms set out in:

- This contract
- Bid Declaration Form submitted by the Bidder
- Technical Specifications
- Bid Price Form

All these documents attached are an integral part of this Contract.

Article 1 Object

- 1.1 The scope of the framework agreement is to define terms, including prices per unit and rules for the delivery of goods/services/works below.

[General description]

- 1.2 The framework agreement shall be implemented with dispatch of invitations to tender to economic operators participating to the agreement. E.g. whenever the Contracting Authority involved in this agreement, shall purchase items under this contract, must send “invitation to tender” to the contractor, specifying the list of items to supply their respective quantities.
- 1.3 Amounts foreseen are only a quantity orientation and do NOT condition the Contracting Authority to acquire them. The Contracting Authority has the right to buy less or more quantity than those indicated.
- 1.4 The Contractor shall not be entitled to compensation and shall not be allowed to make changes to the unit price, for instance in case the contracting authority decides to purchase fewer or more quantities than those specified and/or in case the contracting authority decides not to purchase any of these quantities for some items.
- 1.5 Duration of the framework agreement:

Article 2 Price

- 2.1 Prices per unit of work/goods/services are shown in the Bid Price Form.
- 2.2 Unit prices shall be fixed and not subject to change for orders placed on this framework agreement.

Signatures and Dates

For the Contractor

For the Contracting Authority

Dokumentat Standarde të Tenderit

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Seal:		Seal:	

Annex 23

DRAFT FRAMEWORK AGREEMENT

(NOT ALL TERMS DEFINED)
FOR WORK/GOODS/SERVICES

Name of Contracting Authority,
And

Name of Contractor

Agree as follows:

Sign this framework agreement for supply of: <put title> with identification number: < *put Procurement number* >

Article 1 Object

1.1 The scope of this framework agreement is to set the rules for contracts which shall be connected through mini –bidding process only between economic operators who are party to this framework agreement.

1.2 This framework agreement is not a contract in itself, but sets conditions for contracts which will be signed based on it.

1.3 Contractor is only one of the parties of the framework agreement.

Article 2 Obligations of Parties

2.1 The Contracting Authority, as a party of this agreement, shall send a “Bid Invitation” whenever there is a need for work/goods/services.

2.2 The Contractor is obliged to submit an offer whenever required by the Contracting Authority.

Article 3 Contracts implementing the framework agreement

3.1 Contracts shall be signed only after the mini –bidding process.

Article 4 Mini –bidding process

4.1 The mini competition process shall be conducted with all economic operators, party to the framework agreement, whenever there will be the need for work/goods/services for the Contracting Authorities.

4.2 Contracting Authority shall re-open competition under the same conditions or other conditions set in the invitation to bid, as defined in the tender documents.

4.3 Whenever there is a need for work/good/service, the Contracting Authority must prepare a bid invitation and send it to all economic operators who are part of the framework agreement. Bid evaluation shall be done according to the criteria specified in the Bid Invitation.

Article 5 Duration of the framework agreement

Signatures and dates

For the Contractor		For the Contracting Authority	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Seal:		Seal:	

Annex 24

[Annex to be filled in by the Contracting Authority]

CANCELLATION NOTIFICATION FORM

1. Name and address of the contracting authority

Name _____

Address _____

Tel/Fax _____

E-mail _____

Webpage _____

1. Type of procedure: _____

2. **Reference Number:** _____

3. **Contract Object** _____

4. **Limit Fund** _____

5. **Cancellation reasons:**

Based on Law no. 9643, dated 20.11.2006 “On Public Procurement” as amended, Article 24, point 1:

a) ;

b) ;

c) ;

d) ;

e) ;

f) ;

Etc. _____

6. **Additional Information:**

Date of dispatch of this notice _____