



REPUBLIC OF ALBANIA

ALBANIAN DEVELOPMENT FUND

STANDARD DOCUMENTS

ACCELERATED PROCEDURE- RECONSTRUCTION WORK¹

«Reconstruction of individual houses in areas affected by the earthquake»

These bidding documents are written in Albanian and in English. Both language versions are considered to be equally authentic. In the event of any discrepancy between the two aforementioned versions, the Albanian version shall prevail in determining the spirit, intent, and meaning of these bidding documents.

I NOTIFICATION OF CONTRACT

Section 1. Responsible Authority

1.1 Name and address of the responsible authority

Name: Albanian Development Fund
Address: "Sami Frashëri" street, No.10, Tirana
Tel/Fax: +355 4 234885
E-mail: gkeri@albaniandf.org
Website: www.albaniandf.org

1.2 Type of contracting authority:

Central Institution	Independent institution
Local government unit	Other
	X

1.3 Contract under a special agreement between Albanian and another state

Yes	No
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Section 2. Object of the contract

2.1 Number of reference of the procedure:

2.2 Type of "Public Contracts for Services"

Performance of works	Project and performance of works
X	

This contract will be considered as a "turnkey contract". Part of the bidding documents are also the outlines, the object layouts, the material technical specifications, the technical relation, the main list of works items, etc.

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The project (accompanying documentation) will be interpreted as a single, integral and in case of discrepancies, in each case the project benefits will prevail.

The Bidder shall carry out a detailed project study without any obligation to respect the volume of project work. In this case the contractor is responsible for carrying out the works, without requiring any additional funds, other than the value of the procurement contract, which in any case includes all applicable fiscal obligations. The economic operators must submit at the end of the works the final design that was implemented during the execution of the works (as built drawings).

2.3 Contract based on Framework Agreement

Yes **X** No

2.4 Type of Framework Agreement

With one Economic Operator

With several Economic Operators **X**

All terms are defined **Yes** **No X**

A framework agreement means an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period of time..

2.5 Number of economic operators with which the Framework Agreement will conclude: not defined

2.6	The terms to be followed in case of reopening of the bidding process and/or potential use of electronic bidding	<p>The Framework Agreement will be implemented by sending invitations to tender to economic operators that are party to the Agreement.</p> <p>The contracts with the successful economic operator will be concluded according to the requirements of the responsible Authorities as defined in Clause 4.2 of the DST.</p> <p>In the event of having to conclude a contract</p>
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		<p>under the framework agreement, the contracting authority must send the "invitation to tender" to the operators, specifying the list with the number of houses and their location.</p> <p>Communication between the contracting authority and the economic operator shall be in writing or electronically (email, fax, etc.) and shall in any case be documented and made part of the procedure file.</p> <p>The Contracting Authority has the right to request fewer or more houses than those provided. (but in any case within the estimated value of the Framework Agreement).</p> <p>Note: The Contractor shall not be entitled to compensation and shall NOT be allowed to change the price/reference offer submitted in the first phase.</p>
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2.7 Contracting Authority / Contracting Authorities, which will conclude the framework agreement:

2.8 Brief description of the framework agreement/contract

1. /Limit Fund: - 5,225,192,287.5 (five billion four hundred and forty-four million and four hundred seventy thousand and two hundredfive billion two hundred twenty-five million one hundred ninety-two thousand two hundred eighty-seven and five) ALL excluding VAT.
- 6,270,230,745 (six billion two hundred seventy million two hundred thirty thousand seven hundred forty-five) ALL including VAT.
2. Funding Source: State Budget Reconstruction Funds
3. The object of the contract: **4: «Reconstruction of individual houses in areas affected by the earthquake ».**

The object of the framework agreement includes reconstruction of individual houses according to model projects (1+1, 1+2, 1+3) in the territory of the municipalities:

-Durrës, Kamza, Kavaja, Rrogozhina, Krujë, Kurbin, Lezhë, Mirditë, Shijak and Vora.

The reconstruction of individual houses will have distribution in the territory of the above mentioned municipalities. Their reconstruction can be done in groups or separately (in existing houses) according to the designation of the construction sites specified in the Compulsory Local Plans.

2.9 Duration of the contract or time limit for execution:

Duration in months or days

Or

starting from / / to completion in / /

2.9.1 Duration of the Framework Agreement

Duration in months: 24 months or days: (after the signature of the Framework Agreement

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

Completed on // (dd/mm/vvvv)

Note: The term of a framework agreement may generally not exceed 4 years.

2. In exceptional cases, duly justified, in particular by the subject of the framework agreement, the term of the framework agreement may be extended but shall not exceed 4 years.

3. The parties of the framework agreement may agree to extend the time limit in cases of Force Majeure and in other circumstances if it is in the public interest to do so.

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

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. _____ et

c.

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

Economic operators bidding for more than one lot shall, where required, have the financial and technical capacity corresponding the amount of the combination of lots they have bid.

2.13 Options:

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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 **X** No

If subcontracting is allowed, specify the percentage allowed for subcontracting: __40%__

The contracting authority shall make direct payments to the subcontractor:

Yes No

Other notes:

Yes No

Section 3 Legal, Economic, Financial and Technical Information

3.1 Acceptance Criteria as according to 16

3.2 Bid Security: The Economic Operator submits the Bid Security Form, when required, according to **Annex 5**.

Qualified bidders or candidates must submit the Bid Security, at 2% value of the value of the fund/approximate value of the contract, specified in the tender documents.

Section 4 Procedure

4.1 Type of procedure: Limited Tender (in the framework of the reconstruction process)

Repeated procurement procedure

Yes No **X**

Standard Tender Documents

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 _____

This procedure consists of two main phases:

Phase 1 –Qualification / framework agreement:

The candidates will submit their technical, legal, financial qualifications with or without the requirement to submit the financial offer and the documents required in TD. The responsible Authority will review the documents submitted by the Candidates, and will assess whether such documentation meets the requirements set in the tender documents. The candidates who shall not meet the qualification criteria shall be disqualified and shall be immediately notified on such disqualification. When it shall deem it necessary, the responsible Authority may request that the economic operators submit along with the documentation, a reference price/bid which shall not be higher in the second phase.

Reference price/bid for the first phase:

Yes x No

Bidders must submit a unit price for each type of home:

o Individual home 1 + 1 =

o Individual home 1 + 2 =

o Individual home 1 + 3 =

This price cannot be higher in the second phase.

Stage 2 – Bid Submission/Conclusion of contract The responsible authority sends an invitation to tender to the candidates who have been qualified parties to the Framework Agreement in Stage 1.

The bids are reviewed and evaluated according to the relevant criteria by the responsible authority. The latter shall award the contract to the Bidder that has submitted the best evaluated bid.

4.2 Selection Criteria for the Winner (Second Phase):

Most favorable economic bid:

Selection Criteria

Points

i) Delivery time of the contract, implementation schedule [0 - 30]

The economic operator must demonstrate the capacity to deliver technical specification and cost requirements into a concrete working plan in order to deliver timely services.

(ii) Lowest price [0 - 60]

The economic operator shall describe the bid.

(iii) Quality[0- 10]

Indicators and qualitative analysis of work by defining its elements.

The Responsible Authority should specify the scores for each evaluation criteria

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

Date: **19/03/2020** (dd/mm/yyyy) Time: **23:59**

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: **19/03/2020** (dd/mm/yyyy) Time: **23:59**

Venue: _____

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

Standard 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: //

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

1. Name and address of the contracting authority

Name: Albanian Development Fund
Address: "Sami Frashëri" street No.10, Tirana, Albania
Tel/Fax: +355 4 234885
E-mail: gkeri@albaniandf.org
Website: www.albaniandf.org

2. Type of procurement procedure: "Limited Tender (in the framework of the reconstruction process)

3. Object of the contract: "Reconstruction of individual houses in areas affected by the earthquake».

4. Reference number of procedur/lot _____

5. Limit fund approximate value of the contract /framework agreement: 5,225,192,287.5 (five billion four hundred and forty-four million and four hundred seventy thousand and two hundredfive billion two hundred twenty-five million one hundred ninety-two thousand two hundred eighty-seven and five) ALL excluding VAT or 6,270,230,745 (six billion two hundred seventy million two hundred thirty thousand seven hundred forty-five) ALL including VAT.

6. Duration of the contracts or time limit for execution: 24 months

7- Time limit for submitting bids or requests for participation: Date: 19.03.2020 Time: 23:59

8- Time limit for opening bids or requests for participation: Date:19.03.2020 time 23:59.

II. INSTRUCTIONS FOR ECONOMIC OPERATORS

Section 1. Bid Drafting

- 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 be 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 such documentation, or self declarations their content does not appear to be true, the economic operator shall be in the conditions provided for in Article 13, paragraph 3, letter (a) of the LLP.

Section 2 Phase 1-Calculation of economic offer

- 2.1 Requests shall be submitted within the deadline given in the contract notice. Candidates shall submit technical, legal, economic capacities with or without the obligation to submit the financial bid and documents required in the TD. The responsible authority shall review the documents submitted by the candidates and evaluates whether such documentation meets the requirments defined in the tender documents. Candidates who do not meet the eligibility criteria are immediately disqualified and notified of the disqualification.
- 2.2. Requests submitted after the deadline shall be returned unopened to the Candidate.

Information communicated during the public opening of requests submitted by electronic means shall be communicated to all economic operators who have submitted their requests.

2.3 Requests must be submitted to the following address:

_____.

In case the Request is required to be submitted electronically, economic operators must submit it at the APP’s official website www.app.gov.al.

2.3 For procurement procedures carried out in written form, economic operators shall submit the original application and related documentation, enclosed in a non-transparent envelope, stamped and signed with the name and address of the Candidate and marked: “Request for Pre-Qualification in procedure No. of Contract Notice _____

“DO NOT OPEN IT, EXCEPT IN CASES WHEN THE BID EVALUATION COMMISSION IS PRESENT, AND NOT BEFORE _____ (dd/mm/yy), _____ time”.

In case the Request is required to be submitted electronically, economic operators must submit it at the APP’s official website www.app.gov.al.

Section 3 Phase 2 – Bid submission/ agreement signing: The responsible Authority shall forward an invitation so that the qualified candidates, parties to the framework agreement in Phase 1, may submit their bid.

3.1 The bids shall be submitted solely by the candidates who have received an invite for tender by the responsible Authority, according to the model provided in Annex 2.

3.2 The bid should include the following documents:

- a) Bid Form (Estimate), filled according to Annex 3.
- b) independent Bid Submission declaration according to Annex 4.
- c) documents pertaining to the procurement object (*sketches, projects, etc.*)

_____ ,

_____ ,

_____ .

- d) (optional) the alternative technical bid (if provided for)

One Economic Operator should submit only one bid.

By completing the Annex “Declaration on guaranteeing the enforcement of Legal Provisions in Labor relations, the economic operator admits that there are labor contracts with any employee and that respects the rights of the employees, pursuant to the provisions of the Labor Code (which includes the rights of pregnant women, new mothers and lactating mothers, provided for in Articles 104, 105, 105/a, 106, 108 and 115, and labor legislation in its entirety.

3.3 Process confidentiality pursuant to Article 25 of Law on Public Procurement.

- 3.4 For procurement procedures that are carried out in writing, Economic Operators should submit only the original bid enclosed in a nontransparent envelope, sealed, stamped and signed with the Bidder's name and address with the following: "Bid for carrying out _____ services; Notification No. _____"

"DO NOT OPEN, EXCEPT WHEN THE BID EVALUATION COMMISSION IS PRESENT, AND NOT BEFORE _____ (dd/mm/yy) hour _____".

When the bid is requested to be submitted via electronic means, economic operators should submit their bid electronically on APP official website, www.app.gov.al

When the bid is requested to be submitted via electronic means, economic operators should submit their bid electronically on APP official website, www.app.gov.al.

- 3.5 For procurement procedures that are carried out in writing, the bidders may modify or withdraw their bids, with the condition that such modification or withdrawal shall be carried out before the final deadline for bid submissions. Both modifications and withdrawals shall be communicated to the responsible Authority in writing prior to the final bid submission deadline. The envelope that contains the Bidder's declaration should respectively state: **"BID MODIFICATION"** or **"BID WITHDRAWAL"**.

When the bid is requested to be submitted via electronic means, the bidder may modify the bid at any time before the final bid submission deadline, without any required communication with the responsible authority, after carrying out any action in their accounts, on APP official website, www.app.gov.al.

Section 4 Calculation of economic offer

- 1.1 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 "turnkey contracts" and "fixed prices" for contracts on metering works.
- 1.2 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.
- 1.3 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.
- 1.4 Unless otherwise indicated in the Tender Documents, the prices quoted by the Bidder shall be fixed during the performance of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price not compliant with this paragraph shall be rejected by the Responsible Authority as inadmissible.
- 1.5 In case of a Framework Agreement which does NOT define 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.

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1.6 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.

1.7 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.

4.8 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.

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

Section 5. Bid Evaluation

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 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

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Pk1/Pk2/Pk3/...- are the points per each evaluated criterion

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

$$Pk1 = \frac{V_{min k1} \times P_{max k1}}{O_{k1}}$$

Pk1 _____ Points of criteria being evaluated
Vmin k1 _____ Lowest value of the criterion being evaluated
Pmaxk1 _____ Maximum points given to the criterion being evaluated
Ok1 _____ Bid index for the criterion being evaluated

The responsible Authority may set as an evaluation criteria the agreement implementation time frame, the work implementation schedule, according to the following points and methodology:

Selection Criteria	Points
(ii) Lowest price	[0 - 30]

The economic operator shall describe the bid.

(iii) Quality [0- 10]

Indicators and qualitative analysis of work by defining its elements.

Selection Criteria	Points
(i) Delivery time of the contract, implementation schedule	[0 - 30]

The economic operator must demonstrate the capacity to deliver technical specification requirements and costs into a concrete working plan in order to deliver timely services.

Note; The responsible authority reserves the right to request clarification from the bidders in case the delivery time is lower than 80% of the term provided by the responsible authority, before issuing a decision on their qualification. In any case, the Bidder is obliged to argument and document in written form the clarifications on the specific element(s) of the delivery time.

(ii) Lowest price	[60 - 100]
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The economic operator shall describe the bid.

(iii) Quality [0 - 10]

Indicators and qualitative analysis at work by defining its elements as an example but not limited to the quality of the technical proposal regarding the methods used, key personnel, availability of key equipments, site organization, safety, quality assurance, mobilization

plan, work schedules and any other activity as may be determined by the employer.

The responsible authority shall specify points for each evaluation criterion according to the type and speciality of the procurement object.

Sqarim: Si kritervlerësimiduhettëpërzgjidhetvetëmnjëriprejopsioneve. Plotësimiitëdyopsioneve e bënprocedurëntëpavlefshme.

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

5.6 Correction of errors and removed parts

5.6.1 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.

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

- a) -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;
- b) 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
- c) 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.

Abnormally low bids

5.7.1 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.

5.7.2 The Bid shall be considered abnormally low:

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.

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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.

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

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

$$Z_M = 90 \% M_o$$

The value of bid is evaluated as <ZM....., 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

5.7 Administrative complaint available to Economic Operators pursuant to Article 42 of the Normative Act No. 9, dated 16.12.2019 "On coping with natural disaster consequences"

Section 6 Signing of Contract

6.1 Njoftimi i fituesit

The Contracting Authority notifies the winning Bidder, by sending the Notification of the winner, pursuant to Annex 21. A copy of such notice is published in the Public Notices Bulletin,

6.2 Contract Insurance

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- 6.2.1 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 25 of TDs, shall be signed and submitted before the signing of the contract.
- 6.2.2 Insurance for the contract's execution can be submitted in any of the following forms:
- i. Bank guarantee
 - ii. Insurance guarantee

6.3 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 6.

III. ANNEXES

The following Annexes are integral part of TDs:

- Annex 1: Bid Submission Form
- Annex 2: Bid Invitation Form

- Annex 3: Financial Bid Form.

- Annex 4: Declaration for the submission of independent bids

- Annex 5: Bid Insurance Form
- Annex 6: Confidential Information Form
- Annex 7: Confidential Information Form

- Annex 8: Declaration on the fulfillment of Technical Specifications and Terms of Reference by the Economic Operator
- Annex 9: Planning of contracts in framework agreement
- Annex 10: Declaration on the fulfillment of general criteria of Eligibility/Qualification
- Annex 11: Declaration on guaranteeing the applicability of legal provisions in labor relations
Declaration on guaranteeing the applicability of legal provisions in labor relations
- Annex 12: Self-evaluation form
- Annex 13: Declaration on availability of machinery.
- Annex 14: Declaration on contracts entered into or in process as part of the reconstruction.
- Annex 15: Declaration for civil and industrial constructions
- Annex 16: General criteria of Eligibility/Qualification
- Annex 17: Implementation Project and Technical Specifications.
- Annex 18: Work Preventives.
- Annex 19: Work Implementation Schedule.
- Annex 20: Qualification Notification Form.
- Annex 21: Winner Notification Form.
- Annex 22: Notification Form of Successful Economic Operators in the Framework Agreement.
- Annex 23: General Conditions of Contract
- Annex 24: Specific Conditions of Contract
- Annex 25: Contract Insurance Form
- Annex 26: Notification Form of signed Contract
- Annex 27: Notification Form of the signed Contract for publishing in the Public Notices Bulletin
- Annex 28: Cancellation Notification Form
- Annex 29: Complaint Form to the Contracting Authority
- Annex 30: Draft Framework Agreement, where not all the terms are defined

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Annex 31: Draft Framework Agreement, where all the terms are defined

Annex 1

[Annex to be filled in by the economic operator]

BID SUBMISSION FORM

Name of Bidder _____

[Date _____]

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]*

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

Representative of Bidder

Signature

Seal

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.)

Annex3

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

BID INSURANCE FORM

[Date_____]

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,

1. The total price of our offer is *[currency and value of bid]*; excluding VAT;
2. The total price of our offer is *[currency and value of bid]*; including VAT

No	No. Analysis	Description of Works	Unit	Amount	Price/ Unit	Total price
1.						
2.						
3.						
Amount						
Fund reserve						
Amount						
VAT						
TOTAL AMOUNT						

Signature of Bidder _____

Seal

Note: Prices shall be expressed in Currency ____ (as required in tender documents)

Annex 4

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

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.

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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).

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 5

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

CONFIDENTIAL INFORMATION LIST

(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.

brohetinteresipublik.

Representative of bidder

Signature

Seal

Annex 7

[*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 spouse.**

Standard Tender Documents

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 8

[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:

Date of statement submission _____

Bidder's signature _____

Seal _____

Annex 9

[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		
...		

Annex 10

[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

Standard Tender Documents

_____ 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.

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 11

[Supplement to be filled by Economic Operator]

**STATEMENT ON GUARANTEE OF APPLICABILITY OF LEGAL PROVISIONS ON
LABOR RELATIONS**

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

Annex 12

[Annex to be submitted by the Economic Operator]

EVALUATION FORM

(This form shall be accompanied by the Colaudation Act and situations)

Responsible Authority/Investor
Address/Tel.
Name of the Official/Administrator
CERTIFY THAT:
Responsible Authority/Investor has signed the contract on
Operator Name NIPT/ Operators Union NIPTET/

Standard Tender Documents

Subcontractors NIPDET	
Address/es	
Object of the contract:	
Contract start date	Termination date of the contract
Value according to the contract	Realized value
% of the union of E.O. and description of the tasks performed by each member Subcontractors.	
Evaluation	(expressed in words)
	Fulfilled Unfulfilled
Signature	
Seal of the Responsible Authority	

Annex 13

[Annex to be filled by the Economic Operator]

ON DISPOSAL OF MACHINERIES

Economic operator: _____

I declare that I possess the technical means and equipments and other physical assets to execute the contract with the object:

Owned				
Type of vehicle	License plate	No. Driving Permit	No. Chassis	Others
1				
2				

Standard Tender Documents

3				
4				
5				

And

Rented					
Type of vehicle	Licence plate of the vehicle	No. Driving Permit of the vehicle	No. Chassis of the vehicle	No. Lease Contract (notary)	Lease contract term (Start and Termination Date)
1					
2					
3					
4					
5					
6					

- Add/delete additional rows if needed.

We authorize the responsible authority to verify the information provided in this table.

CONTACT PERSON (for this offer)

Name:

Address:

Telephone number:

Fax:

E-mail:

Signature

Seal

Annex 14

(Annex to be filled in by the Economic Operator)

DECLARATION ON CONTRACTS ENTERED INTO AND/OR IN PROCESS AS PART OF RECONSTRUCTION¹

Declaration of the economic operator participating in the procurement procedure to be conducted on _____ by the Responsible Authority _____ with the object _____ with the fund limit _____.

I, the undersigned _____ in the capacity of _____ of the economic operator _____ declare that I am in the process of and/or have been awarded a contract in the framework of reconstruction as follows:

No.	Responsible Authority	Object of procurement procedure/contract in the	The winning declared value
-----	-----------------------	---	----------------------------

		framework of reconstruction¹	

Submission date of declaration _____

Representative of bidder

Signature

Seal

Note: In case economic operators' union, each member of the union must fill in this declaration.

Annex 15

[Annex to be filled in by the Economic Operator]

DECLARATION FOR CIVIL AND INDUSTRIAL CONSTRUCTIONS²

Declaration of the economic operator participating in the procurement procedure to be conducted on _____ by the Responsible Authority _____ with the object _____ with the fund limit _____.

The economic operator _____, is not subject to civil and industrial constructions (residential houses or other state owned buildings) designed, constructed, supervised and/or collauded, damaged by natural disasters, as defined in Article 42/5/ë of the Normative Act No. 9/2019.

A person(s) in the capacity of a shareholder, partner, administrator and/or members of an administrative body, its directors or supervisor, its shareholder or partner must declare that they had no decision-making powers in a company where civil and industrial constructions (residential houses or other state-owned buildings) designed, constructed, supervised and/or collauded, from the latter are damaged by natural disasters, as defined in Article 42/5/ë of the Normative Act No. 9/2019.

In any case, the responsible authority shall be entitled to perform the necessary verifications on the truthfulness of the information stated by the economic operator as stated above.

Submission date of the declaration _____

Representative of bidder

Signature

Seal

Note: In the case of economic operators union, each member of the union must fill in this declaration.

Annex 16

[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 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 3;*
- b. *Declaration of Independent Offering, as per Annex 4*
- c. *Bid Security Form according to Annex 5;*
- ç. *Declaration on conflict of interest according to Annex 7;*
- d. *Statement on the fulfillment of technical specifications, according to Annex 8;*
- c. *Declaration on guaranteeing the applicability of legal provisions in labor relations according to Annex 11;*
- e. *Evaluation form according to Annex 12;*
- f. *Declaration on the availability of vehicles/machineries according to Annex 13;*
- g. *Declaration on contracts entered into or in process, according to Annex 14;*
- gj. *Declaration on contracts entered into or in process in the framework of reconstruction, according to Annex 14;*
- h. *Declaration for civil and industrial constructions subject to normative act according to Annex 15;*
- i) *A certificate confirming the settlement of all matured electricity obligations of energy contracts that the economic operator is registered in Albania.*

2. The candidate/bidder should submit:

2.1 Legal/professional capacity of economic operators:

Fulfilling legal capacities by economic operators and certification of having the legal capacity to enter into procurement contracts is done by submitting a statement of compliance with the general criteria, according to Annex 10.

2.2 Legal / Professional Capacity of Economic Operators:

- a) The average turnover realized by the Economic Operator during the last three years shall not be less than **850,000,000 ALL** excluding VAT or **1,020,000,000 ALL** including VAT. *In order to verify the fulfillment of this condition the Economic Operator shall submit a statement from the responsible taxation authority regarding the annual turnover of the last 3 (three) years.*

The Economic Operator must submit copies of the balance sheets of the last three years, submitted

to the relevant taxation authorities, confirmed by this authority, which should show that no loss has been incurred in at least two consecutive years.

Foreign operators may present a confirmation statement in case their country of origin does not issue the required documents to verify financial balance sheets or annual turnover.

Note: For the balance sheets of the last three years, economic operators shall consider their report as required by law on accountability and financial statements. Considering the deadline for reporting the balance sheets to the taxation authorities (first quarter of the last year), submission of the balance sheets for year 2019 is not an obligation, but it will be accepted in case the operator submitted it before the legal deadline.

2.3 Technical capacity:

2.3.1 Successful experience in executing at least :

- a.** Similar works for a single object **at a value not less than 550,000,000 ALL excluding VAT or 660,000,000 including VAT** carried out by the economic operator during the last three years from the date of the procurement procedure.
- or**
- b.** Similar works up to a limit with a total monetary value of the works executed during the last three years from the data of the procurement procedure is at a **value of not less than 2,200,000,000 ALL excluding VAT or 2,640,000,000 ALL including VAT.**

The fulfillment of one of the above mentioned conditions makes the offer eligible.

The similarity of contracts shall be based on the nature, physical size, complexity, methods/technology and/or other features described in the technical report.

In case of having previous experience with public entities or private sector, the responsible authority shall, requires as evidence:

- Statements issued by a public entity indicating the value, time and nature of the work done, or evaluation forms or reference;
- Entrepreneurship Contract (s)
- Final condition of the facility;
- Colaudation act (in cases when this document is issued)

2.3.2 Operator's professional licenses for the realization of the object of the contract issued by the competent state authorities;

- For general construction work, the company shall have the following licenses:

N.P – 1.A

Excavation work on the ground.

Standard Tender Documents

N.P – 3.D	Civil and Industrial Construction
N.P – 7.B	Water supply, gas pipelines, oil pipelines, drainage and irrigation works
N.P – 12.A	Environmental engineering works

- For special construction works, the following licenses:

N.S – 3.B	Plumbing, kitchens, laundry facilities, their maintenance.
N.S – 4.B	Refinement works of masonry and other related works, refinement with wood, plastic, metal and glass materials and refinement of technical maintenance nature
N.S – 8.C	Prefabricated structures with reinforced concrete, metal structures and wood.
N.S – 14.B	Indoor electrical, telephone and TV radios impiants
N.S – 18.A	Topogeodetic works

Foreign operators shall fulfill the professional licenses requirements with the ones issues by their country of origin according to the requirements as stated above. Foreign economic operators may have in its license those work categories requested by tender documents, regardless of the fact that the requested category does not correspond to the same number with the work category in the license of a foreign operator issued corresponding country of origin.

2.3.4 The key staff of the economic operator's engineers necessary for the execution of the procurement object is; The company shall have the executive staff employed and registered:

- 1 (one) Project Leader (Construction Engineer) having 15 years of work experience in Civil Constructions.
- 4 (four) Construction Engineers having 10 years of work experience in Civil Constructions.
- 1 (one) Architect having 10 years of work experience in Civil Constructions.
- 2 (two) Mechanical Engineers having 10 years of work experience
- 1 (one) Hydrotechnical Engineer having 5 years of work experience
- 3 (three) Geomarine Engineer having 5 years of work experience
- 1 (one) Electrical Engineer having 5 years of work experience
- 2 (two) Quality Inspectors having 5 years of work experience as quality inspectors
- 1 (one) Health and Safety Coordinator having 5 years of work experience
- 1 (one) Health and Safety inspector having 5 years of work experience
- 1 (one) Environmental Engineer having 5 years of work experience

The following documents are provided as evidence for the above mentioned staff:

Standard Tender Documents

- Diploma
- CV

The Economic Operator must state in written form that the engineers mentioned in paragraphs 2.3.4 are not engaged in other contracts.

2.3.5 The required workforce to execute the procurement object shall be at least **270 employees**, employed for the time period November 2019 – January 2020. The following documents will be submitted as evidence of the workforce;

- Statements released from taxation authorities for the period November 2019 – January 2020 accompanied by the list payments in the format required according to the applicable taxation legislation.

2.3.6. Technical means and equipments, required to execute the contract. The following documents will be presented to verify the disposal of technical means and equipments:

- | | | |
|---|----------|----------|
| 1. Self-propelled truck with carrying capacity 10 - 20 tons – | 6 pieces | |
| 2. Self-propelled truck with carrying capacity 5 - 10 tons – | 4 pieces | |
| 3. Truck with carrying capacity 10-20 tonnes - | 3 pieces | |
| 4. Truck with carrying capacity 10-20 tonnes with excavator- | 4 pieces | |
| 5. Chain excavator – | 2 pieces | |
| 6. Tire excavator – | 2 pieces | |
| 7. Mini excavator – | 3 pieces | |
| 8. Lifting fork with lifting capacity up to 3.5 tonnes - | 4 pieces | |
| 9. Telescoping lifting fork - | 2 pieces | |
| 10. Welding - | 6 pieces | |
| 11. Air compressor - | 6 pieces | |
| 12. Automatic concrete maker – | | 5 pieces |
| 13. Auto concrete pump - | 2 pieces | |
| 14. Iron roll (up to 5 tonnes capacity) | 2 pieces | |
| 15. Water bus – | 2 pieces | |
| 16. Scaffolding – | 5000m2 | |
| 17. Generator – | 4 pieces | |

a) For technical equipments owned by the operator, the following shall be presented:

-sales or lease contracts

For vehicles listed in public registers, when owned, the following must be presented:

Standard Tender Documents

- certificate of ownership;
 - driving permit;
 - technical inspection certificate;
- Whereas for leased vehicles, the following must be presented
- lease contract;
 - driving permit,

b) For vehicles not listed in public registers, when owned, the following must be presented:

- purchase or clearance contract and the relevant tax invoices,

Whereas for leased assets in addition to the above documentation, the lease contract must also be submitted.

2.3.7 Quality certificates that shall be submitted by operators are as follows:

- EN-ISO 9001 (Quality Management System) or equivalent
- EN-ISO 14001 (Environmental Management System) or equivalent
- BS OHSAS 18001 (Occupational Health and Safety) or equivalent

**All above-mentioned certificates shall be issued by a conformity assessment body accredited by a national accreditation body or accredited by an international accreditation body.*

If the bidder is presented as an operators' union, the certificates shall be in compliance with the undertaken work.

2.3.8. Foreign economic operators shall submit all documentation in English or Albanian language.

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.

Note: In relation to the provision of raw materials and/or basic manufacturing/prefabricated materials, for the construction of structures and the execution of the required works, economic operators shall submit a statement or preliminary supply agreement or documentation of factory ownership/possession or any other document equivalent to the above.

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.

Shtojca 17

IMPLEMENTATION PROJECT AND TECHNICAL SPECIFICATIONS

Description of the technical data of the works object of procurement described as accurately and thoroughly as possible, creating conditions for fair and transparent competition between all candidates and bidders. Where possible, technical specifications should be defined in a manner that is understood by persons with disabilities.

CAUTION

The technical specifications must not have any request or reference to any particular trademark or name, patent, drawing or type, specific origin, manufacturer or service entrepreneur, unless there is a sufficient, accurate or understandable manner of describing the requirements, provided that the words “or equivalent” are included in these specifications.

Sketches, Plans and Object, etc:

According to the attached DST

Technical specifications of materials:

According to the attached DST

Work schedule

Standard Tender Documents

According to the attached DST

Description of implementation requirements for related services:

According to the attached DST

Annex 18

(Annex to be filled in by the responsible authority)

WORK PREVENTIVES

This contract will be considered as a “turnkey contract”. Part of the bidding documents are also the outlines, the object layouts, the material technical specifications, the technical relation, the main list of works items, etc.

The project (accompanying documentation) will be interpreted as a single, integral and in case of discrepancies, in each case the project benefits will prevail.

The Bidder shall carry out a detailed project study without any obligation to respect the volume of project work. In this case the contractor is responsible for carrying out the works, without requiring any additional funds, other than the value of the procurement contract, which in any case includes all applicable fiscal obligations. The economic operators must submit at the end of the works the final design that was implemented during the execution of the works (as built drawings).

Annex 19

[*Annex to be filled in by the responsible authority*]

WORK IMPLEMENTATION SCHEDULE

Annex 20

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

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER¹

[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

Standard Tender Documents

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 >

Annex 21

[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
Amount _____
(in numbers and words)
VAT Identification Number

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

Etc. _____

The following bidders have been disqualified:

1. _____

Standard Tender Documents

Company's full name

VAT Identification Number

2. _____

Company's full name

VAT Identification Number

Respectively for the following reasons:

* * *

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]

Annex 21

[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*

Standard Tender Documents

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

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]

Annex 22

**CONTRACT'S GENERAL CONDITIONS
Services – Open Procedure**

1 Article 1: Scope

- 1.1 Këtokushtetëpërgjithshmetëkontratës (KPK) do tëzbatohenpërkryerjen e Punëvetëprokuruara ne bazëtëlegjislacionittëprokurimit.

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.

GTC shall apply to the extent not superseded by the terms and provisions set out in other parts of the contract.

- 1.4 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 “Total preventive” means volume of work given in the project which provide guidance, completed by the total price determined as part of the Bid in a turnkey contract.
- 2.2 “Preventive per unit” means volume of work given in the project accompanied with the prices per unchanged units as part of the Bid in a contract of metering works.
- 2.3 “Work implementation term” means the date works must be completed as stated in the Work implementation schedule, certified by the procuring entity.
- 2.4 “Contract” means the written agreement entered into by the Reponsible Authority and contractor consisting of the tender documents including KPK and KVK, all attachments and completed forms and all other documents included in the referral of each document.
- 2.5 “Contract price” means the price to be paid to the contractor under the contract for the full and proper performance of its contractual obligations.
- 2.6 “Completion of work” means the date certified by the Responsible Authority that the work has been completed.
- 2.7 “Defect” means any part of the work not completed in accordance with the contract.
- 2.8 “Entry date” means the date that the Reponsible Authority permits the entrance of contractor in the site.
- 2.9 “Starting date” is included in Contract details. It is the data the contractor starts construction works. If this is not possible, “the starting date” shall be the day on which the upfront payment is made.
- 2.10 “Equipment” means the machinery and tools of the contractor temporarily brought to the site for construction purposes.
- 2.11 “Materials” means all supplies, including consumable supplies, used by the contractor to perform the work.
- 2.12 “Object of contract” means all works that the Contractor shall provide under the terms of the contract.
- 2.13 “Party (Parties)” means signatory parties of the contract.
- 2.14 “Project leader” means the person appointed by the Responsible Contracting Authority responsible for managing the contract for the responsible authority.
- 2.15 “Responsible Authority” means the Responsible Authority part of this contract and that

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contracts the work object of this contract. This term, wherever used, has the same meaning as defined by law.

- 2.16 “Site” means the physical place of work.
- 2.17 “Inspection of site report” means documents included in the tender documents that reflect factual and interpreted information about the site conditions over and underground.
- 2.18 “Subcontractor” means any physical or legal person or a combination of both, that supplies works, materials or equipment for or in the name of the contractor.
- 2.19 “Contractor” means the physical or legal person party to this contract providing the work according to the provisions of this contract.
- 2.20 “Technical standards” means the specifications approved by a special standardization body for continuous or repeated application. Such standards are used as rules, regulations or definition of characteristics to ensure that processed materials and services meet the purpose.
- 2.21 “Construction of site” means temporary construction works, built and installed, necessary for the implementation of construction works.
- 2.22 “Work” means what the Responsible Authority requires the contractor to excavate, build, repair, renovate or install as provided in the tender documents including related services, also defined in the tender documents.

Article 3: Drafting of Contract

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.

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

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- 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 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: Origin of materials

- 7.1 There is no limitation as to the origin of the materials, except as may be specified in a Resolution of the General Assembly United Nations.
- 7.2 The Contractor may be obliged to verify the origin of the materials.
- 7.3 For verification purposes “origin” means the place where the materials are extracted, merged or manufactured. Materials are produced when through the production, processing or collection of sufficient components result in a new commercially recognized product that is quite different in basic characteristics or in the purpose or use of its components.
- 7.4 The origin of the materials differs from the nationality of the contractor or subcontractor who supplies the materials.

Article 8: Decisions of the Project Leader

- 8.1 The Project Leader shall decide on contract matters between the Contractor and Responsible Authority.
- 8.2 The Project Leader may delegate any of his duties and responsibilities to others in addition to resolving disputes and conflicts. The project leader must notify the contractor on delegations made or revoked.

Article 9: Communication

- 9.1 Any communication between the parties shall be made in written form.

Article 10: Cooperation in the Site

- 10.1 The Contractor shall cooperate and share the site with other firms, public authorities, public services and the responsible authority as required and defined in the Work Implementation Schedule.

Article 11: Responsibility of the Responsible Authority

- 11.1 The Responsible Authority has the responsibility to compensate the Contractor for damages to the Contractor's equipments to the extent that it is related to the faulty actions or projects of the Responsible Authority unless the latter had obvious errors that could have been easily ascertained by the contractor.

Article 12: Site Inspection Report and Site Conditions

- 12.1 The Responsible Authority bears no responsibility for the conclusions or interpretations made in the site inspection report.
- 12.2 The Contractor acknowledges that it has taken all necessary steps to verify the nature and location of works and that it has inspected and complies with general and local conditions that may affect the performance or cost of works.

Article 13: Contract performing works

- 13.1 The Contractor shall perform and complete the work in accordance with the technical specifications stated in the Tender Documents.
- 13.2 The Contractor shall not be liable for any errors in the design, data, plan and other aspects of the technical specifications provided by the Responsible Authority, unless the error was so obvious that the contractor should have noticed and advertised it to the Responsible Authority.
- 13.3 The codes and standards to be applied shall be stated in the tender documents. If there are any changes in the implementation of the codes or standards during the execution of the contract, these changes will only apply after they have been approved by the Responsible Authority.

Article 14: Execution of works

- 14.1 The contractor shall commence the implementation of the Contract as soon as it is concluded and shall complete the work within the deadline.
- 14.2 During the performance of the contract, the Contractor shall coordinate with the other performing contractors on the site according to the method that will be proposed for the purpose of execution within the contract term.
- 14.3 The Contractor shall submit the coordination plan to the Project Leader for review and approval.

Article 15: Setting up the site

- 15.1 The Contractor is responsible for the setting up the site.
- 15.2 The Contractor shall submit all plans for setting up the site to the Project Leader for review and approval.

Article 16: Technical and Environmental Security

- 16.1 The Contractor is responsible for the security of all activities in the site.
- 16.2 The Contractor shall ensure the site for minimizing the environmental impact. For example, it should save energy, water and other resources, reduce waste and minimize the use of ozone-depleting substances, release of gases, hazardous organic compounds and other substances that harm health and environment.

Article 17: Discoveries

- 17.1 Anything of historical interest or having significant value unexpectedly discovered at the site shall be declared to be in conformity with the applicable legislation. The Contractor shall notify the project leader of any such discovery and follow the project leader's instructions regarding the procedure of facilities administration.

Article 18: Disposal of Site

- 18.1 The Responsible Authority shall grant the Contractor the right to dispose the site at the entry date stated in the tender documents. In case the disposal of any part of the site is not provided within the entry date as provided in the tender documents, this shall have the meaning that the responsible authority has delayed the start of the contract implementation, and the contractor has the right to request a contract amendment in connection with the extension of the Termination Term. The Responsible Authority and the contractor shall keep the minutes of the entry date.

Article: 19: Reporting the Implementation Schedule

- 19.1 Immediately following the conclusion of the contract, the contractor shall submit to the project leader a plan on the general methods, arrangements, orders, deadlines and critical

paths for the activities.

- 19.2 At regularly scheduled intervals as approved by the project leader, the contractor shall prepare reports on the progress achieved in each activity and the effects of progress of the remaining work, including any changes in the sequence of activities.

Article 20: Warning in time

- 20.1 The Contractor shall warn the project leader as soon as possible for specific events and circumstances that may occur in the future which may negatively impact contract implementation, including work quality and delay in deadlines.

Article 21: Quality Control

- 21.1 The contractor shall be fully responsible for the quality control and performance of the contract.
- 21.2 Once the contract is concluded, the contractor shall submit to the project leader a quality control plan for the contract implementation activities.
- 21.3 The project leader shall control the contractor's work and notify the contractor of any defects found.
- 21.4 Whenever a defect notice is given, the contractor shall correct the defect within the deadline stated in the notice.

Article 22: Uncorrected Defects

- 22.1 In case the contractor has not corrected a defect within the specified time notice of the defect by the project leader, the project leader will calculate the defect correction expense and the amount will be retained by the contractor. Failure to rectify the defect within a reasonable time shall constitute reason for termination of the contract as a result of nonperformance in favor of the responsible authority.

Article 23: Responsibilities of the Contracting Authority

- 23.1 From the start date to the time limit for execution, the responsible authority shall be responsible for:
- (a) personal injury, death or property loss or damage as a result of negligence or intervention, even legal by the Responsible Authority or by any person employed/contracted by the Responsible Authority other than the contractor.
 - (b) damage to works, materials and equipments to the extent related to the fault of the responsible authority or its project.

Article 24: Responsibilities of the contractor

- 24.1 From the start date to the deadline for execution, the contractor shall be liable for personal injuries, death or property loss or damage, and any other assets not covered by the

Responsible Authority pursuant to Article 23.

Neni 25: Insurance

- 25.1 The Contractor shall insure the object, under the joint names of the Responsible Authority and the Contractor, from the date of entry in site until the full completion date, in the amounts expressed in KVK for loss or damage of works, equipments, materials; loss or damage to the site or other property on the site and personal injuries or death of third parties.
- 25.2 The insurance policy shall be submitted to the Project Leader for approval within 30 days of the award of the contract. This insurance must cover the compensation required to compensate for the loss or damage caused. If the contractor fails to provide the insurance policy, the contract shall be considered nul. The Responsible Authority may, however, decide to extend the period of the insurance policy or make the insurance itself and deduct its cost from the payment it makes to the contractor.
- 25.3 Insurance conditions may not be changed without prior approval by the Responsible Authority.

Article 26: Testing and inspections

- 26.1 The Contractor shall provide all tests and inspections as required by the contractual provisions. The cost of such testing and inspection is entirely financed by the contractor within the contract price.
- 26.2 The Responsible Authority shall, at its own expense, have the right to follow tests and/or inspections. If the materials are manufactured or prepared in locations other than those of the contractor, the contractor must provide permission to the Responsible Authority to follow such testing and inspections.
- 26.3 The Responsible Authority may also require the Contractor to perform additional tests or inspections not provided in the contract but judged necessary to verify that the works are in conformity with specifications and terms of the contract. The Responsible Authority will be responsible for the cost of these testings. Also, if these tests stop the contractor's work progress, the Responsible Authority will agree to change the schedule.
- 26.4 The Responsible Authority shall reject any work that does not pass the test and/or inspection or does not comply with the technical specifications and conditions for the performance of the contract.
- 26.5 Neither the execution of testing nor the inspection of works shall release the contractor from any other warranty or obligation under the contract.

Article 27 Warranties

- 27.1 The Contractor guarantees that the materials embodied in the works are new, unused and of the latest models and incorporating the latest improvements to the project and materials, except otherwise provided in the contract.

- 27.2 Except as otherwise provided in the contract or by law, the contractor guarantees that the materials do not have defects caused by any action or omission of the contractor or caused by the design, materials or conditions of use, under the conditions that prevail in Albania.

Article 28: Price of the Contract

- 28.1 The Contractor's prices for works performed according to this contract shall not differ from prices offered by the contractor in his bid.

Article 29: Payment Terms

- 29.1 The contract price, including upfront payment, shall be paid in the manner specified in the contract.
- 29.2 Unless otherwise provided in the contract, payment shall be made in the Albanian currency. The exchange rate of the different currencies shall be the rate of the Bank of Albania on the publication date of the contract notice and as specified in the contract.
- 29.3 Except as otherwise provided in the contract, the contractor shall be entitled to receive periodic payments during the progress of project implementation. The schedule of periodic payments shall be provided in KVK. When making a payment, the contractor shall submit a statement of the month's status to the project leader stating that the plan has been fulfilled according to the schedule. The communication must also express the value of the work executed by subtracting the previously verified accumulated amount, as well as the amount of the outstanding upfront payment and any amount held pending correction of a defect.
- 29.4 The project leader shall control the works executed by the Contractor and shall verify the amount to be paid to the contractor within 20 business days from the date the contractor has submitted his communication to the Project Leader.
- 29.5 Except as otherwise provided in the contract, the periodic payment shall be made within 30 calendar days from the date on which the progress of the implementation schedule has been verified by the project leader.
- 29.6 The payment date shall be the day on which funds are withdrawn from the account of the Responsible Authority.

Article 30: Delay in Payment

In the event of verifying delay in payment by the Responsible Authority, although the contractor has fulfilled all obligations in accordance with the terms of the contract, the overdue obligations and the corresponding delays will be fulfilled in accordance with the provisions of Law No. 48/2014 "On late payments for contractual and commercial obligations".

Article

Amendment of laws and regulations

31:

If after the date of bids submission or signature date of the contract, any Albanian law or

bylaws enter into force or is amended and which affect the conditions, including the submission date or price of the contract, the terms or price of the contract will be adjusted to the extent that the contractor is affected by the obligation to fulfill its obligations under the contract.

Article 32: _____ **Force Majeure**

- 32.1 The Contractor shall not be responsible for loss of insurance of the contract, liquidated damages or cancellation for nonfulfillment, even to the extent of the delay in implementation or any other failure in fulfillment of its obligations according to this contract are cause of an event of Force Majeure.
- 32.2 For the purposes of this Article “Force Majeure” shall mean any unforeseeable event beyond the control of the contractor. Events may include, but are not limited to, the actions of the Responsible Authority, whether in its sovereign or contractual capacity, war, revolutions, fire, flood, earthquake, epidemics, quarantine constraints and transit embargoes.
- 32.3 In the event of Force Majeure the contractor shall give immediate notice to the Public Buyer. Except when the Responsible Authority gives different instructions, the Contractor shall agree to comply with its obligations under the Contract at the practically reasonable amount and shall request all reasonable measures for implementation that are not hindered by the Force Majeure.

Article 33: _____ **Delay in Implementation and Extension of Deadline**

- 33.1 Except as otherwise provided, the Contractor shall start the performance of the Contract immediately upon its signature.
- 33.2 Except where the Responsible Authority agrees to extend the term of the contract, has the right to claim damages for delay in performance if the contractor fails to submit the work within the Full Delivery Deadline specified in the contract.
- 33.3 The Responsible Authority may deduct the amount of liquidated damages due from the amount payable to the Contractor. In such a case, the Responsible Authority shall give the Contractor written notice of the amount and the reason for the deduction.
- 33.4 The Responsible Authority shall agree for an extension of the term in case of Force Majeure.
- 33.5 The Responsible Authority may agree to extend the term in other circumstances if it is in the public interest to do so. In case the contractor encounters conditions that hinder the timely implementation, the contractor should immediately notify the responsible Authority in writing for the delay, cause and the proposed date of submission or completion. The responsible Authority must evaluate the request. If the Responsible Authority is in breach of the delay, the extension shall enter into force with an amendment in written form of the contract signed by the Responsible Authority and the contractor.

Article 34: Liquidated damages for delay in finishing works

- 34.1 Liquidated damages for delay in finishing works shall be calculated at the following daily rates:
- a) For contracts with an implementation period of not more than 6 months, the daily fee will be $\frac{4}{1000}$ of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.
 - b) For contracts with an implementation period of more than 12 months, the daily fee will be $\frac{2}{1000}$ of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.
 - c) For contracts with an implementation period of more than 12 months, the daily fee will be $\frac{1}{1000}$ of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.

Article 35: Negotiations and Amendments

- 35.1 The parties will not negotiate changes or amendments to any contract terms that would significantly alter the conditions that form the basis of the contractor's selection.
- 35.2 No amendment or other contractual change shall be valid unless it is in writing, dated, expressly referred to in the contract and signed by the authorized representative of the contractor and the responsible authority.
- 35.3 Any waiver of the rights, powers or powers by the parties shall be in writing, dated and signed by the authorized representative of the party who waives such right and shall specify the right and the extent to which it is issued.

Article 36: Change of Order

- 36.1 The terms of the contract are not subject to renegotiation and amendment upon entry into force except as specifically permitted and stated in the terms of the contract. Each contractual amendment shall be in writing and signed by the responsible authority and contractor.
- 36.2 Additional constructions may only be ordered in the circumstances specified in LPP and provided that the extension of the contract does not exceed 20% of the original contract price.
- 36.3 The responsible authority may at any time order the Contractor to make changes within the general contractual purpose of the contract of any of the following elements:
- a) Correction of Project, drawing or works specifications
 - b) Corrections to materials
 - c) Quality corrections
- 36.4 Prior to requesting a change, the Responsible Authority and the contractor shall agree on any increase in the contract price and/or change in the implementation schedule for the termination of the contract. The changed order should materialize the changes of the agreement. The responsible authority does not have the right to issue claims for compliance

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with the change ordered except for the adjustments provided in the amendments to the Agreement.

36.5 A change of order shall not be valid unless it is formalized in accordance with the requirements of Article 35 of these General Conditions.

Article 37: Preventive per Unit or in Total

37.1 The contract shall include a preventive in total if is a contract having a total amount or a preventive per unit when is a contract with price per unit. If it is a unit-price contract, the preventive per unit shall contain the construction, installation, testing and commissioning volumes of the subcontractor.

37.2 Preventive per Unit shall be used to calculate the contract price. The contractor shall be paid the amount realized by the price of the preventive per unit for each work.

Article 38: Completion and commitment of constructions

38.1 The contractor shall require the project leader to issue a certificate of completion of works and the project leader shall issue such certificate in the event the work has been entirely completed.

38.2 If the project leader discovers that the work has not been fully completed, the project leader provides written instructions to the contractor specifying the work or activities to be completed before the certificate is issued.

38.3 If the project leader discovers defects in works, the project leader shall provide the contractor with written notice specifying the defects that must be corrected before issuing of such certificate.

Neni 39: Termination for Default

39.1 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.

39.2 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.

39.3 All materials, setting up the site and completed works become property of the responsible authority if the contract is suspended for failure to comply with its terms.

Neni 40: Termination for Insolvency

40.1 The Contracting Authority may terminate the contract at any time if the Contractor becomes bankrupt or insolvent.

The Contracting Authority shall give written notice of termination.

Neni 41: Termination for reasons of Public Interest

- 41 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.
 - 41.1 The Contracting Authority shall provide the Contractor written notice of termination.
 - 41.2 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

Neni 42: Subcontract

- 42.1 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
- 42.2 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.
- 42.3 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.
- 42.4 The contractor remains fully responsible for the implementation of the contract irrespective of the subcontractor's behavior.

Article 43: Transfer of Rights_____

- 43.1 The Contractor should not transfer, fully or partially, his obligations pursuant to the agreement, except when the responsible Authority shall grant prior approval.

Article

44:

Contract Insurance

- 44.1 Before signing the contract, the contractor shall provide to the Contracting Authority contract insurance in the amount and form required.
- 44.2 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.

44.3 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 45: Legal Basis

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

Article 46: Resolution of Disputes

46.1 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.

46.2 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.

Annex 47: Representation of Parties

47.1 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.

47.2 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.

47.3 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 48: Notifications

48.1 notice given by one party to the other under this contract shall be made in writing to the address specified in the contract.

48.2 A notice shall be effective as soon as delivered.

Article 49 Calculation of deadlines

49.1 All references to days shall be calendar days unless otherwise provided.

Annex 24

[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

Contracting Authority is _____

Contractor is _____

Article 2: Contract Insurance

2.1 .Contract Insurance in the amount of *(15% of the offer's values)* _____ shall be provided by the Contractor to insure the execution of its obligations under the contract.

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

Article 3: Project Leader

3.1 The project leader will be: _____

3.2 Address/contact person: _____

Article 4: Site

4.1 The Construction Site will be (Exact description of the location of the object to be realized):

Article 5 Start date

5.1 The Contractor will be granted access to the site: _____

Article 6: Insurance

6.1 From the Effective date to the Termination date the contractor shall have insurance covering up to:

- a. For damages or loss of works and materials: _____
- b. For damages or loss of equipment: _____
- c. For damages or loss of property other than works, materials and equipments: _____
- d. For personal injury or death of persons in the site: _____

Article 7: Inspections and Testing

7.1 Inspections and testing prior to the completion of works shall include: _____

Article 8: Type of contract

8.1 This contract shall be valued as

- Unit Price Contract based on unit prices expressed in Preventive in Unit
- Contract in Total Amount

Article 9: Payment Schedule

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

9.2 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.

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

9.4 Any partial payment shall be prohibited by 5% of the value of the partial situation as a guarantee of defects. The warranty period for the defects starts from the date of the completion of the works and lasts 2 (two) years.

Neni 10. Pagesa Paraprake Preliminary Payment

- 10.1 The pre-payment percentage will be _____. If left unpaid, the Contractor will not receive a pre-payment.
- 10.2 .If a pre-payment is promised, the advance will be paid in _____ days from the receipt of the contract security.
- 10.3 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 11. Related Services

- 11.1 The following special conditions shall be implemented for carrying out the related services payment

Article 12. Contract waiver deduction

- 12.1 If a contract waiver deduction shall be provided, it shall be carried out as follows

If it shall not be met, the guarantee shall remain unchanged.

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

If not completed, the guarantee remains unchanged.

Annex 25

[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]*

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]

Shtojca26

[Annex to be filled in by the Contracting Authority]

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 “Contracts for public work”

Performance of works

Design and implementation of works

2.3 Contract based in the Framework Agreement

Yes No

If yes, type of Framework Agreement

With 1 Economic Operator

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:

Limited
as part of the reconstruction
process

3.2 Criteria for the selection of winners:

Most economically advantageous bid

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 27

[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 28

[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 _____

Annex 29

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)

Tel. No. (including Prefix)

Fax No. (including Prefix)

Seksioni II. Informacion për Procedurën

1. Numër Identifikimi

ID number

*Plotësoni numrin e kontratës në njoftimin e kontratës ose në dokumentat e tenderit, duke përfshirë **llojin e procedurës së përdorur***

*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*

Limited procedure in the framework of the reconstruction process

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**

No. Fax:

E-mail:

Nenshkrimi dhe Vula e ankuesit

No. Fax:

E-mail:

Signature and seal of the applicant

Shtojca 30

**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 the present attached documents shall constitute an integral part of the present Agreement.

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.

1.3 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.

Article 3: Extension of the Framework Agreement Term

3.1 The Responsible Authority will agree to an extension of time, in the case of Force Majeure.

3.2 The Responsible Authority may agree to extend the term in other circumstances if it is in the public interest to do so.

3.3 In the event that the contractor encounters conditions that hinder the timely implementation, the Contractor shall promptly notify the Responsible Authority in writing of the proposed delay, cause and date of the proposed extension. The responsible Authority must evaluate the request. If the Responsible Authority agrees to the delay, the extension will take effect with a written amendment to the agreement signed by the Responsible Authority and the contractor.

Article 4: Modification of framework agreement

4.1. The framework agreement may be modified without developing a new procurement procedure in the following cases:

- a) Where modification has become necessary due to unforeseeable circumstances by the responsible authority and which do not substantially change the nature of the framework agreement.
- b) The total value of modifications to the framework agreement shall exceed 20% of the value of the framework agreement.

Article 5: Termination of the framework agreement

5.1. The responsible authority shall terminate the framework agreement during its term, in the following cases:

- a) the framework agreement should be substantially modified, which gives rise to the obligation to develop a new public procurement procedure;
- b) if there is a final decision to exclude the contractor from public procurement procedures, because if they were known by the implementing unit during the conduct of the specific procedure, they would lead to the disqualification of this economic operator;
- c) the framework agreement should not have been awarded to the contractor because of serious violations of law arising from a final court decision.

Signatures and Dates

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

Annex 31

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 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

Article 6: Extension of the Framework Agreement Term

6.1 The Responsible Authority will agree to an extension of time, in the case of Force Majeure.

6.2 The Responsible Authority may agree to extend the term in other circumstances if it is in the public interest to do so.

6.3 In the event that the contractor encounters conditions that hinder the timely implementation, the Contractor shall promptly notify the Responsible Authority in writing of the proposed delay, cause and date of the proposed extension. The responsible Authority must evaluate the request. If the Responsible Authority agrees to the delay, the extension will take effect with a written amendment to the agreement signed by the Responsible Authority and the contractor.

Article 7: Modification of framework agreement

7.1. The framework agreement may be modified without developing a new procurement procedure in the following cases:

- a) Where modification has become necessary due to unforeseeable circumstances by the responsible authority and which do not substantially change the nature of the framework agreement.
- b) The total value of modifications to the framework agreement shall only exceed 20% of the value of the framework agreement.

Article 8: Termination of the framework agreement

8.1. The responsible authority shall terminate the framework agreement for its duration, in the following cases:

- a) the framework agreement should be substantially modified, which gives rise to the obligation to develop a new public procurement procedure;
- b) if there is a final decision to exclude the contractor from public procurement procedures, because if they were known by the implementing unit during the conduct of the specific procedure, they would lead to the disqualification of this economic operator;
- c) the framework agreement should not have been awarded to the contractor because of serious violations of law stemming from a final court decision given by a competent court.

Signatures and dates

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