



REPUBLIC OF ALBANIA
PUBLIC PROCUREMENT AGENCY

STANDARD DOCUMENTS FOR THE OPEN PROCEDURE
ABOVE THE HIGH MONETARY THRESHOLD OF GOODS ¹
MINISTRY OF HEALTH AND SOCIAL PROTECTION

“B4-Purchase of Antineoplastic and Immunomodulatory drugs, drugs acting on blood and Blood Forming Organs, divided into 9 lots - Framework Agreement with different economic operators (a single successful EO for each lot) - where all conditions are set - 24 months”

REF-58365-05-18-2020

I CONTRACT NOTIFICATION

Section 1. Contracting Authority

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1.1 Name and address of contracting authority

Name Ministry of Health and Social Protection
Address Rruga e Kavajës, nr. 1001, Tirana, Albania
Tel/Fax +355 4 2376178
E-mail anjeza.alliu@shendetesia.gov.al, ervin.lani@shendetesia.gov.al
<mailto:linda.ternova@shendetesia.gov.al>
Website address www.shendetesia.gov.al

1.2 Type of contracting authority:

Central Institution	Independent Institution
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unit of local authorities	Other
<input type="checkbox"/>	<input type="checkbox"/>

1.3 A contract under a special agreement between Albania and another State

Yes ☐ No ☒

Section 2. Object of Contract

2.1 Reference number of procedure / lot REF-58365-05-18-2020

Lot/Princip Aktiv	Referenca
Lot1 Human Coagulation Factor VIII	REF-58367-05-18-2020
Lot2 Rituximab Originator	REF-58369-05-18-2020
Lot3 Rituximab Biosimilar/origjinato	REF-58372-05-18-2020
Lot4 Rituximab Originator	REF-58375-05-18-2020
Lot5 Rituximab Biosimilar/origjinator	REF-58377-05-18-2020
Lot6 Trastuzumab Originator	REF-58379-05-18-2020
Lot7 Trastuzumab Biosimilar/origjinator	REF-58382-05-18-2020
Lot 8 Tocilizumab	REF-58384-05-18-2020
Lot9 Tocilizumab	REF-58386-05-18-2020

2.2 Type of “Public Contract for Goods”

Purchasing	Renting	Leasing	Purchase in installments	A combination of these
X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.3 Contracts under the Framework Agreement

Yes **x** No ☐

2.4 Type of Framework Agreement

With one Economic Operator ☐

With few economic operators **x (one EO for each lot)**

All terms are defined Yes **x** No ☐

In the Framework Agreement with 1 Economic Operator, when all conditions are set, the reasons for selecting this type of Framework Agreement

1. With regard to the procurement of this facility, all the essential terms of the framework agreement are defined such as items - drugs, precise technical specifications, important delivery conditions and expected quantities required.
2. From MHSP's procurement experience over the years as central purchasing body, market prices have proven to be stable and do not change in function of the moment or place of delivery. (this is for officially approved prices)
3. As this framework agreement involves many contracting authorities, for technical and organizational reasons, the allocation by different economic operators of each lot would not be favorable, as it would be accompanied by additional costs and delays in supply due to the performance of the mini-competition procedures by the CA, party of this FA.
4. Change of EO in case this agreement would be concluded with several EOs for each lot (ie consequently where not all conditions would be determined) would cause additional cost, uncertainty and confusion for successful EO, which would be associated with increased delivery times given that drugs have a shelf life and are mainly imported from abroad. The conclusion of the Framework Agreement with a single EO for a LOT is associated with the latter's well-organized provision of goods on time, provision of a reserve and supply at the time required by the CA. Also the security for the contracts that are foreseen to be signed enables the EO to reduce the bidding costs.
5. The framework agreement with some EOs where not all conditions are defined is not considered a contract. This means that CAs do not have binding mechanisms for EOs declared successful for their participation in mini-competitions and consequently in entering into contracts after their development. Uncertainty and delays can lead to failure to supply these materials to hospitals in a timely manner, having a direct impact on the patient.
6. The Central Purchasing Authority is able to provide a complete and accurate idea of all transactions carried out under this selected Framework Agreement, and to minimize the difficulty of communicating and monitoring the contracting authorities involved that would result from potential calls for individual contracts.

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7. Concerning the Framework Agreement where conditions are not set, there is also the risk of their complex organization and the fact that knowledge of how the Framework Agreement system works and individual contract procedures would remain unclear to many peripheral contractual authorities]
8. In the case of a framework agreement, where all conditions are laid down, the contracting authority shall issue lots based on a supplier. In the case of a concrete framework agreement setting out all conditions, the contracting authority shall conclude a framework agreement with an economic operator for each lot.
9. From the previous procurement experience of this facility by this Ministry, it resulted that the number of participating local EOs was limited per lot. The agreement with unspecified conditions would require the qualification of three EOs per lot (minimum two) which risks the realization of a large part of the lots.
10. In order to guarantee supplies within the time limits specified for each beneficiary CA and taking into account the large number of the latter, the Framework Agreement with a single winning EO for each lot would guarantee the security of supplies under the conditions specified. , and within required deadlines bringing stability in contract management and CA needs.

2.5 Number of economic operators who will terminate the Framework Agreement: 1 (one) single Economic Operator for each lot *_(Here, the maximum number of economic operators with whom the Framework Agreement will be concluded should be determined).*

2. 6	Conditions to be applied in the case of reopening of competition and/or possible use of electronic purchase.	There will be no reopening of the competition. The contracts will be awarded according to the requests of the CA, with the most successful economic operator, which will offer the lowest price/lot. The award of contracts will be made by any CA, party to the agreement.
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2. 7 The Contracting Authority / Contracting Authorities which will enter into the framework agreement:

Beneficiary CA / Hospitals	B4 Funds, in ALL excluding VAT
Mother Teresa University Hospital, Tirana (MTUH)	826,097,932
Regional Hospital of Korca	118,409,348
Regional Hospital of Vlora	338,312
Total in ALL excluding VAT	944,845,592

2.8 Short description of the contract / framework agreement

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1. Limit Fund / Expected Contract Value: in total for 24 months 944,845,592 ALL excl.VAT
2. In case when the object of procurement consists of several items, the summary for unit price is: 416,221.4 ALL excluding VAT
3. Source of Financing: Albanian state budget
4. Object of the contract / framework agreement: **“B4-Purchase of Antineoplastic and Immunomodulatory drugs, drugs acting on blood and Blood Forming Organs, divided into 9 lots - Framework Agreement with different economic operators (a single successful EO for each lot) - where all conditions are set - 24 months ”**

2.9 Duration of the contract or time-limit for the execution of the contract:

Duration in months or days

or

starting from ending in

2.9.1. Duration of the framework agreement:

Duration in months: 24 or days: __(from the signing of the Framework Agreement *(not more than (4) years)*)

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

Ending on / / (dd/mm/yyyy)

2.10 Place of delivery of the contract object / framework agreement:

Mother Teresa Univeristy Hospital Tirana, Korca Hospital, Vlora Hospital

2.11 Division into LOTS:

Yes ☒ No ☐

If yes,

2.12 Brief description of lots

(Objective and limit fund of Lots)

		<u>B4/2020</u>					
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No.	System	Active Lot / Principle	Form / dosage	Unit	Price per Unit ALL excluding VAT	Scheduled amount for 24 Months	24 month limit fund (expected value of contracts) ALL excluding VAT
1	Blood and Blood forming organs drugs	Lot1 Human Coagulation Factor VIII	250 IU/500 IU/1000 IU	UI	33.83	9,285,000	314,123,084
2	Antineoplastic and Immunomodulatory drugs	Lot2 Rituximab Originator	10 mg/ml-50 ml	Vial	120,618.80	795	95,891,908
3	Antineoplastic and Immunomodulatory drugs	Lot3 Rituximab Biosimilar/Originator	10 mg/ml-50 ml	Vial	108,557.10	655	71,104,924
4	Antineoplastic and Immunomodulatory drugs	Lot4 Rituximab Originator	10 mg/ml-10 ml	Vial	23,996.30	363	8,710,673
5	Antineoplastic and Immunomodulatory drugs	Lot5 Rituximab Biosimilar/Originator	10 mg/ml-10 ml	Vial	20,508.20	307	6,296,011
6	Antineoplastic and Immunomodulatory drugs	Lot6 Trastuzumab Originator	150 mg	Vial	52,802.80	4,730	249,757,391
7	Antineoplastic and Immunomodulatory drugs	Lot7 Trastuzumab Biosimilar/Originator	150 mg	Vial	45,761.80	4,170	190,826,552
8	Antineoplastic and Immunomodulatory drugs	Lot 8 Tocilizumab	80mg/4ml	Flakon	12,580	168	2,113,470
9	Antineoplastic and Immunomodulatory drugs	Lot 9 Tocilizumab	200mg/10ml	Flakon	31,362	192	6,021,581

Limit Fund / expected value of total contracts for 24 months: 944,845,592 ALL excl.VAT

As the object of procurement consists of several items, the price per unit summary for all lots is: 416,221.4 ALL excluding VAT

A Bidder may apply for [one lot], [several lots], [all lots]. A separate offer for each lot must be submitted.

2.13 Options:

Number of possible renewals (*if any*): **NO**

Or: From ☐ to ☐

2.14 Variants will be accepted:

Yes ☐ No ☐

2.14.1 Subcontracting will be accepted:

Yes ☐ No ☒

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

The contracting authority will make direct payments to the subcontractor:

Yes ☐ No **X**

Other notes

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

Yes ☐ No **x**

2.16. During the procurement process in the field of Information and Communication Technology (ICT), in the case the standards are not applicable, a prior approval is received from the National Agency of Information Society:

Yes ☐ No **x**

Section 3 Legal, Economic, financial and technical information

3.1 Qualification Criteria according to Appendix 9.

3.2 Bid Insurance¹: (applicable in the case of procurement procedures of a higher value than the high monetary threshold, if requested by the contracting authority).

The Economic Operator submits the Bid Insurance Form, when required, according to Appendix 4. The required total bid insurance is **18,734,211 (eighteen million and seven hundred and thirty-four thousand and two hundred and eleven) ALL for all lots.**

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In cases of bid submission for separate Lots, the bid insurance value for each of the Lots shall be as below:

B4-Blerje barna Antineoplastike dhe immunomodulatore si dhe Gjaku dhe organet formuese te gjakut						
No.	System	Lot / Active Principle	Form / dosage	Unit	24 month limit fund (expected value of contracts) ALL excluding VAT	Bid Insurance amount expressed in ALL
1	Blood and Blood forming organs drugs	Lot1 Human Coagulation Factor VIII	250 IU/500 IU/1000 IU	UI	314,123,084	6,282,462
2	Antineoplastic and Immunomodulatory drugs	Lot2 Rituximab Origjinator	10 mg/ml-50 ml	Flakon	95,891,908	1,917,838
3	Antineoplastic and Immunomodulatory drugs	Lot3 Rituximab Biosimilar ose origjinato	10 mg/ml-50 ml	Flakon	71,104,924	1,422,098
4	Antineoplastic and Immunomodulatory drugs	Lot4 Rituximab Origjinator	10 mg/ml-10 ml	Flakon	8,710,673	174,213
5	Antineoplastic and Immunomodulatory drugs	Lot5 Rituximab Biosimilar ose origjinator	10 mg/ml-10 ml	Flakon	6,296,011	125,920
6	Antineoplastic and Immunomodulatory drugs	Lot6 Trastuzumab Origjinator	150 mg	Flakon	249,757,391	4,995,148
7	Antineoplastic and Immunomodulatory drugs	Lot7 Trastuzumab Biosimilar ose origjinator	150 mg	Flakon	190,826,552	3,816,531
8	Antineoplastic and Immunomodulatory drugs	Lot 8 Tocilizumab	80mg/4ml	Flakon	2,113,470.24	42,269
9	Antineoplastic and Immunomodulatory drugs	Lot9 Tocilizumab	200mg/10ml	Flakon	6,021,580.80	120,432

Section 4 Procedure

4.1 Type of procedure: Open above the high monetary threshold

Re - announced procurement procedure

Yes No **x**

If it's a re-announced procedure, please complete the identification data of the canceled procedure:

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

- b) Procurement object of the canceled procurement procedure
- c) Limit Fund of canceled procurement procedure :

4.2 Winner's selection criteria:

A) the lowest price per unit/lot X

The contracts within framework agreement will be awarded by unit prices of the successful EO/lot.

Beware: This price should not exceed the limit fund per unit of a lot specified in these Tender Documents. Otherwise the offer is rejected.

Note:

- The Framework Agreement shall relate to the value of the Limit Fund of each lot specified in these STDs.**
- Upon exhaustion of the Limit Fund or of the term, the Framework Agreement for each lot shall expire.**

In case of procurement procedures for supply of fuel, gas, gasoline and heating fuel, the **lowest price** is based on:

- i) the stock exchange price, according to Reuters, provided under the CIF-Albania condition, which is published in the last Bulletin of Public Notices, prior to the date of submission and opening of bids;
- ii) fiscal elements, including the excise tax, carbon tax and any other tax under the legislation in force;
- iii) the lowest profit margin, expressed as a percentage.

The absolute value of the profit margin will not change during the execution of the contract in case of price fluctuations.

Or

B) the most economically advantageous bid ☐

As per importance: Price ☐☐ **points**

ect. ☐☐ **points**

The Contracting Authority shall specify the points for each established evaluation criteria.

4.3 Deadline for submission of bids or requests for participation:

Date: 03 /07 /2020 (dd/mm/yyyy) Time: 10:00

Place:www.app.gov.al

When the bid is required to be submitted electronically, the bidders shall submit it electronically to the APP official website, www.app.gov.al

4.4 Deadline for the opening of bids or requests for participation:

Date: 03/07 /2020 (dd/mm/yyyy) **Time:** 10:00

Place: www.app.gov.al

Information on bids submitted electronically shall be transmitted to all those Economic Operators who have submitted bids upon their request.

4.5 Period of bid validity: 180 (expressed in days)

4.6 Language(s) in which bids or requests may be drawn up: Albanian or English

Albanian	X	English	X
Other	_____		

Section 5 Additional information

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

Yes	<input type="checkbox"/>	No	x
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If yes

Currency	_____	Price	_____
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This price covers the current costs of copying and distribution of TD to the Economic Operators. The interested Economic Operators have the right to check TD before their purchase.

5.2 Additional Information (place, office, method for the withdrawal of the bid documents)

Date of delivery of this notice : 19 / 05 /2020

Contract Notification to be completed by the Contracting Authority, which is to be published in the Public Notifications Bulletin

1. Name and address of the Contracting Authority

Name	Ministry of Health and Social Protection
Address	Rr.Kavajës nr 1001 Tiranë
Tel/Fax	+355 4 2376178
E-mail	anjeza.alliu@shendetesia.gov.al , ervin.lani@shendetesia.gov.al ,

<mailto:linda.ternova@shendetesia.gov.al>

Website address www.shendetesia.gov.al

2. Type of procurement procedure: open, over the high monetary threshold - procurement by electronic means - goods

3. Reference number of procedure / lot: REF-58365-05-18-2020

Lot/Princip Aktiv	Referenca
Lot1 Human Coagulation Factor VIII	REF-58367-05-18-2020
Lot2 Rituximab Originator	REF-58369-05-18-2020
Lot3 Rituximab Biosimilar/origjinato	REF-58372-05-18-2020
Lot4 Rituximab Originator	REF-58375-05-18-2020
Lot5 Rituximab Biosimilar/origjinator	REF-58377-05-18-2020
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Lot 8 Tocilizumab	REF-58384-05-18-2020
Lot9 Tocilizumab	REF-58386-05-18-2020

4. Object of the contract / framework agreement: “B4-Purchase of Antineoplastic and Immunomodulatory drugs, drugs acting on blood and Blood Forming Organs, divided into 9 lots - Framework Agreement with different economic operators (a single successful EO for each lot) - where all conditions are set - 24 months ”

		<u>B4/2020</u>					
No.	System	Lot / Active Principle	Form / dosage	Unit	Price per Unit ALL excluding VAT	Scheduled amount for 24 Months	24 month limit fund (expected value of contracts) ALL excluding VAT
1	Blood and Blood forming organs drugs	Lot1 Human Coagulation Factor VIII	250 IU/500 IU/1000 IU	UI	33.83	9,285,000	314,123,084
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3	Antineoplastic and Immunomodulatory drugs	Lot3 Rituximab Biosimilar/Originator	10 mg/ml-50 ml	Vial	108,557.10	655	71,104,924
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6	Antineoplastic and Immunomodulatory drugs	Lot6 Trastuzumab Originator	150 mg	Vial	52,802.80	4,730	249,757,391
7	Antineoplastic and Immunomodulatory drugs	Lot7 Trastuzumab Biosimilar/Originator	150 mg	Vial	45,761.80	4,170	190,826,552
8	Antineoplastic and Immunomodulatory drugs	Lot 8 Tocilizumab	80mg/4ml	Flakon	12,580	168	2,113,470
9	Antineoplastic and Immunomodulatory drugs	Lot 9 Tocilizumab	200mg/10ml	Flakon	31,362	192	6,021,581

5. Limit fund: for a 24 month period including all Lots is 944,845,592 ALL excl.VAT

As the object of procurement consists of several items, the price per unit summary for all lots is: 416,221.4 ALL excluding VAT

6. Duration of the contract or deadline for its execution: The contracts can be signed by the Contracting Authority within a 24 month period from the date of the signing of the framework agreement by the parties, for each of the LOTS.

7. Deadline for the submission of bids or requests for participation: 03/07/2020, 10:00 AM

8. Deadline for the opening of bids or requests for participation: 03/07 /2020, 10:00 AM

9. List of Contracting Authorities, parties to the Framework Agreement:

Beneficiary CA / Hospitals	B4 Funds, in ALL excluding VAT
Mother Teresa University Hospital, Tirana (MTUH)	826,097,932
Regional Hospital of Korca	118,409,348
Regional Hospital of Vlora	338,312
Total in ALL excluding VAT	944,845,592

II. INSTRUCTIONS FOR ECONOMIC OPERATORS

Section 1. Drafting of the bid

- 1.1 Economic operators are obliged to prepare bids in accordance with the requirements established in these TD. Bids that are not prepared in accordance with these TD shall be rejected as non - compliant.
- 1.2 The Economic operator/supplier shall bear all costs associated with the preparation and submission of his bid. The Contracting Authority is not responsible or liable for those costs.
- 1.3 Regarding the procurement procedures developed in a written form, the

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original of the bid shall be typed or written in indelible ink. All bid sheets shall be firmly bounded together and paged. All bid sheets except for unchangeable printed literature shall be initialed or signed by Authorized Person(s). Any changes to the bid shall be legible and signed by Authorized Persons.

1.4 In case of the bids are submitted by a merger of economic operators (consortium), the bid shall be accompanied by a power of attorney/written authorization for the Authorized Persons, who will represent the consortium during the procurement procedure.

1.5 The Economic Operator shall be responsible for all documentation submitted as part of the Bid. In case of verification of the content of the submitted documentation, or of self-declarations, when their content does not prove to be true, the economic operator is in the conditions provided for in Article 13, paragraph 3, letter (a) of the Law on Public Procurement (PPL).

1.6 The Bid shall include the following documents:

a) Bid Form, completed as per Appendix 1 of TD or Appendix 2 of TD (in the case of procurement procedures for the supply of fuel, gasoline, benzene and heating fuel).

b) Documents related to the procurement object (sketches, catalogs, samples, etc.)

_____.

_____.

_____.

c) Statement of Independent Bid Submission under Appendix 2/1.

ç) The documents and certificates required in Appendix 8.

d) (Option) Alternative Technical Bid (if applicable)

An Economic Operator must submit only one bid.

Upon completion of the Appendix "Statement on the Enforcement of the Legal Provisions in Labor Relations", the economic operator acknowledges that it has employment contracts with each employee and that it respects the rights of employees, in accordance with the provisions of the Labor Code (including the rights of employees), those of pregnant woman, new mothers and / or mothers that are nursing a newborn, as provided for in Articles 104, 105, 105 / a, 106, 108 and 115, and labor legislation as a whole.

1.7 Process confidentiality according to article 25 of the PPL.

1.8 Regarding to procurement procedures, which are developed in a written form, the

economic operators shall submit only the original bid sealed in one non - transparent envelope, stamped and signed with the name and address of the Bidder and marked: "Bid for Supply of Goods; Notice No _.

"DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION COMMISSION, NOT BEFORE -----dd/mm/yy, at ----- hrs".

If the submission of the offer is required to be done electronically, the economic operator shall submit the bid electronically in the official website of PPA, www.app.gov.al.

- 1.9 Regarding to procurement procedures which are developed in a written form, the bidders may modify or withdraw their bids provided modification or withdrawal is done before the expiry of the final time limit for bids' submission. Both modifications and withdrawals shall be communicated to the Contracting Authority in writing, before the final deadline for bids' submission. The envelope containing statement of Bidders shall be marked: **"MODIFICATION OF BID" or "WITHDRAWAL OF BID" accordingly.**

In case of electronic procurement, the bidder may modify his offer any time prior to the final deadline for the opening (submission) of bids without having to communicate with the Contracting Authority, after the transactions are carried out in his account in the official website of PPA, www.app.gov.al.

Section 2 Economic Bid Calculation

- 2.1 An economic operator shall complete the Bid Form attached to this TD, indicating the goods to be delivered, their quantities and price.
- 2.2 All prices shall be quoted in Albanian Currency (ALL), including all applicable taxes, but not VAT. If the prices are quoted in a foreign currency, they will be converted into Albanian ALL (ALL) at the exchange rate fixed by the Central Bank of Albania on the day the contract notification is published and maintained at that exchange rate until the expiry of the bid validity period.
- 2.3 The Bidder must indicate in the Bid Form, the total bid prices of all Goods excl. the VAT. VAT value, when applied, is added to the price given and represents the total value of the bid.
- 2.4 In the case of a framework agreement where all conditions are NOT specified, the prices for contracts based on the framework agreement are not fixed; they are subject to change after a Mini - competition between economic operators, parties to the framework agreement.
- 2.5 The Bid Insurance (Bond), when required, shall be submitted together with the bid before the expiry of the deadline for the submission of bids. Non – compliance with the bid insurance requirements shall result in the rejection of bids.

2.6 The Bid Insurance may be submitted in one of the following forms:

- a) Bank guarantee
- b) Insurance guarantee

The Bid Insurance Form shall be signed by the issuer (Bank, Insurance Company, etc) and submitted together with the bid, before the opening of bids; otherwise the bid shall be rejected.

The above documents must be valid throughout the validity period of the bid. In the case when the security of the bid is in the form of a bank guarantee, the Contracting Authority shall return the relevant insurance to the bidders within 15 days of the signing of the contract.

2.7 **Bid validity period**

Bids shall be valid from the moment of expiry of the deadline for the submission of bids. As long as the bid validity period has not expired, the Contracting Authority may request the Bidder in writing to extend the validity period until a specified date. Bidder may reject such a request without losing the right to reimbursement of the Bid Security. Bidders, who agree to extend the bid validity period and notify the Contracting Authority accordingly in writing, shall extend the validity period of the bid and provide an extended bid security. The bid shall not be modified. If the Bidder fails to respond to the request made by the Contracting Authority as regards extension of the bid validity period, or does not extend the validity period, or fails to provide an extended bid security, the Bidder shall be deemed to have rejected the request of the Contracting Authority. In such case, the Contracting Authority will reject the bid.

2.8 Illegal actions according to Article 26 of PPL

Section 3. Evaluation of Bids

3.1 Selection criteria

(Option 1) The lowest price of the qualified bid.

The contract shall be awarded to the Bidder who has offered the lowest bid price.

In the case of procurement procedures for the supply of fuel, gas, benzene and heating fuel, the **lowest price** is based on:

- i) the stock exchange price, according to Reuters, provided under the CIF-Albania condition,

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which is published in the last Bulletin of Public Notices, prior to the date of submission and opening of bids;

ii) fiscal elements, including excise tax, carbon tax and any other tax under the legislation in force;

iii) the lowest profit margin, expressed as a percentage.

The absolute value of the profit margin will not change during the execution of the contract in case of price fluctuations.

(Option 2) The most economically advantageous bid.

Regarding to evaluation criteria, the specific weight of each criterion should be specified, namely, the number of points for each criterion and the way how points for consecutive bidders shall be calculated.

All the established criteria for evaluation of bids shall be objective and be expressed in figures. In each case, when there is more than one criterion, the weight of price criterion shall not be less than 50 points. The maximum points to be acquired for a bid shall be 100.

The formula by which bidders points are calculated, in each case shall be:

$$Po = Pk1 + Pk2 + Pk3 + \dots$$

Where:

Po - are total points of the evaluated bid

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

The points for each criterion are calculated according to the formula:

$$Pk1 = Vmin k1 \times Pmax k1 / Ok1$$

Pk1 _____ Points of criterion to be evaluated

Vmin k1 Lowest value of the criterion to be evaluated

Pmax k1 Maximum points given to the evaluated criterion

Ok1 Bid's indicator for the evaluated criterion

Explanation: Only one of the options will be selected as evaluation criteria. Filling both options makes the procedure null and void.

3.2 Correction of errors and omissions

- 3.2.1 The Contracting Authority shall correct any error in a bid that is of a purely arithmetical nature, if such an error is discovered during the examination of bids. The Contracting Authority shall promptly provide the concerned Bidder with a written notification of any such correction and may proceed to amend the error, provided that the Bidder has approved the communication. If the Bidder refuses to endorse the proposed correction, the bid shall be rejected without the bid security's forfeit, if any.
- 3.2.2 Errors in price calculation shall be corrected by the Contracting Authority using the following assumptions:
- where there is a discrepancy between amounts expressed in figures and in words, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error,
 - if there is a discrepancy between the unit price and the total amount that is obtained from the multiplication of the unit price and quantity, the unit price shall prevail and the total value shall be corrected,
 - if there is an error in the total amount, corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be accordingly corrected. Amounts corrected in this way shall be binding on the bidder. If the bidder does not accept them, its bid shall be rejected. *The bids with arithmetic errors shall be refused when the absolute amounts of all corrections are higher or lower than $\pm 2\%$ of the value of offered economic bid.*

3.3 Abnormally low Offers

- 3.3.1 If the submitted offer results abnormally low in relation to the goods offered, the Contracting Authority requires the Bidder to justify the price offered. If the Bidder fails to provide an excuse to convince the Contracting Authority, the latter has the right to reject the offer.
- 3.3.2 Offers will be considered abnormally low, as defined in chapter V, paragraph 4 (g) of the PPR.

In case, where are worth two, or fewer bids, in accordance with Article 56 of the LPP/PPL, a bid is estimated as abnormally low, when it is lower than 40 percent of the calculated fund limit.

In case, where are worth three, or more bids, in accordance with Article 56 of the PPL, a bid is estimated as abnormally low, if its value is less than 80 percent of the average of the valid bids.

If one, or more bids are evaluated as abnormally low, the evaluation

committee shall seek clarification from the bidders, before taking decision, in respect thereof, in accordance with Article 56 of the PPL."

The formula to be applied, to consider an abnormally low bid, in the case, when there are three, or more valid bids is, as follows:

O - Offer

MO – Average of valid Bids

n - Number of valid Bids

PA - Possible Rebate

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

$$PA = 85 \% Mo$$

Evaluated bid value < .. PA consequently the bid is Abnormally Low

3.4. Administrative appeal available to Economic Operators under section 63 of the PPL.

Section4. Contract Signing

4.1 Notification of Winner

The Contracting Authority shall inform the Bidder whose offer was selected as the best one, by sending the contract award notification, as provided in Appendix 14. A copy of this notification shall be published in the Public Notifications Bulletin, as required by article 58 of the PPL.

4.2 Contract Insurance (Bid Bond)

4.2.1 The Contracting Authority shall require a insurance for the contract performance. The amount of the insurance coverage for the contract performance shall be 10 % of the contract value. The contract insurance form, as provided in Appendix 19 of the TD shall be signed and submitted before signing the contract.

4.2.2 The insurance for the contract performance may be submitted in one or more of the following forms:

- i. bank guarantee
- ii. insurance guarantee

This form is not used by contracting authorities in the case of procurement of sectional contracts.

4.3 Notification of the signed contract

Pursuant to the PP Rules, after signing the contract, the Contracting Authority shall send a notification to the PPA for Publication in the Public Notifications Bulletin.

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Note: The contracting authorities shall not make any modifications in the tender documents, from clause 1 to 4.

III. APPENDIXES

The following Appendixes are an integral part of the TD:

Appendix 1:	Bid Form
Appendix 2:	Economic Bid Form, in the case of procurement procedures for the supply of fuels, gasoil, benzene and heating fuel
Appendix 2/1:	Statement of Independent Bid Submission
Appendix 3:	Invitation to Bid in the case of the Framework Agreement
Appendix 4:	Bid Insurance Form
Appendix 5:	Confidential Information Form
Appendix 6:	Statement on the fulfillment of technical specifications from the economic operator

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Appendix 7:	Statement on Conflict of Interest
Appendix 8:	Statement on the fulfillment of general criteria
Appendix 8/1:	Statement on the Enforcement of the Legal Provisions in Labor Relations
Appendix 9:	General Admissions / Qualification Criteria
Appendix 10:	Technical Specifications
Appendix 11:	Planning of framework agreement contracts
Appendix 12:	Quantity of goods, and delivery conditions
Appendix 13:	Notification of Disqualification Form
Appendix 14:	Award of Contract Notification Form
Appendix 15:	Form of Notification of the Successful Economic Operators in the Framework Agreement
Appendix 16:	General Conditions of the Contract
Appendix 17:	Special Conditions of the Contract
Appendix 18:	Form of Signed Contract Notification
Appendix 18/1:	Form of Signed Contract Notification for publication in the Public Notices Bulletin
Appendix 19:	Contract Insurance Form
Appendix 20:	Complains to the Contracting Authority Form
Appendix 21:	Draft of the Framework Agreement where all of the terms are defined
Appendix 22:	Draft of the Framework Agreement where not all of the terms are defined
Appendix 23:	Cancellation Notice Form

Appendix 1

[Appendix to be completed by the economic operator]

BID STATEMENT FORM

Bidder's name _____

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

* * *

The procurement procedure: *[type of procedure]*

Short description of the contract: *[subject]*

Publication (if applicable): Public Notifications Bulletin *[Date]* *[Number]* /No/Reference on

Standard Tender Documents

the PPA page

* * *

With reference to the above-mentioned procedure we, the undersigned, declare that:

1. The total price of our bid is [currency and amount of the bid]; VAT excluded;
2. The total price of our bid is [currency and amount of the bid]; VAT included

1	2	3	4	5	6
No.	Description of the goods	Quantity	Price per Unit	Total Price	Deadline
Net Price					
VAT (%)					
TOTAL PRICE					

Bidder's Signature _____

Seal _____

Note: Prices shall be expressed in the currency ____ **ALL** _ (required in tender documents)

Appendix 2

[*Appendix to be completed by the economic operator in the case of procurement procedures for the supply of fuel, gas, benzene and heating fuel*]

ECONOMIC BID FORM

Name of Bidder _____

To: [Name and address of the contracting authority]

* * *

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Procurement procedure: [type of procedure]

Short description of the contract: [object]

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

* * *

Referring to the aforementioned procedure, We, the undersigned, declare that:

1. 1. Our profit margin expressed in percentage is as follows:

1	2	3	5
No	Description of goods	Margin of profit expressed in percentage	Delivery deadline

Bidder's signature _____

Seal _____

Appendix 2/1

[*Appendix to be completed by the Economic Operator*]

STATEMENT

Regarding the Independent Submission of the Bid

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

I, the undersigned, _____, as the representative of the economic operator

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_____, pursuant to Article 1 of Law no. 9643, dated 20.11.2006 “On Public Procurement”, as amended and in support of Law No. 9121/2003 “On Protection of Competition”, I make this statement and warrant that the following statements are true and complete in all respects :

I certify, in the interest of: _____ that:

(name of the economic operator)

1. I have read and understood the contents of this Statement;
2. I understand that the Bid submitted will not be Qualified and / or Excluded from Participation in Public Procurement, if this Declaration is found not to be complete and / or accurate in any respect;
3. I am authorized by the Bidder to confirm this Statement and submit a bid on the Bidder's interest;
4. Any person whose signature appears in the Bid Documentation is authorized by the Bidder to prepare and sign the Bid in the Bidder's interest;
5. For the purpose of this Statement and Bid, I understand that the word "competitors" means any other economic operator, other than the Bidder, whether or not presented as a combination of economic operators, that:
 - a) submit a bid in response to the Contract Notice and / or Invitation to Bid made by the Contracting Authority;
 - b) is a potential Bidder who, based on his qualifications, skills or experience, may submit an Offer in response to the Contract Notice and / or Invitation to Bid.
6. The Bidder states that: (select one of the following alternatives):
 - a) The Bidder has prepared his Bid independently, without consulting, communicating and making deals or agreeing with any other competitors;
 - b) The Bidder has consulted, communicated, entered into an agreement with one or more competitors in connection with this procurement procedure. The Bidder states that the attached documents, in the details of this Bid, include the names of the competitors, the nature and causes of the consultation, communication, agreement or engagement (the case of the merger 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 regarding:
 - a) prices;
 - b) the methods, factors or formulas used to calculate the price;
 - c) intention or decision to submit an offer or not; or
 - d) the filing of a Bid that does not meet the specification of the Bid Request.
8. In addition, there have been no consultations, communications, agreements or contracts with any competitors regarding the particular quality, quantity, specifications or deliveries of the products or services related to the procurement in question, except as stated in paragraph 6.b). above.

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9. The Bid terms have not been made known to or will not be intentionally made known by the Bidder to other competitors, in any way, prior to the date and time of the official opening of bids, the award of the contract and the conclusion of the contract. , unless required by law or specifically stated under paragraph 6.b).

(Name and Signature of the Authorized Representative of the Bidder)

(Title by job position)

(Date)

Appendix 3

[Appendix to be completed by the contracting authority in the framework agreement at the reopening of the mini - competition process]

INVITATION TO BID

(insert the name of the Contracting Authority) invites to submit bids in the procedure for the supply of the following goods:

.....
.....
.....
.....

(give an exact description of the object of the contract and the quantity as defined in the Bidding Documents (TD)

Place of delivery

(give a brief description)

Goods must be submitted by the date _____

Offers must be submitted

.....

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.....[give the *correct address*]

Before

.....
...

[Determine the date and time]

Criteria for determining the winning bid _____

The form of communication:

Writing form ☐

electronic form (e-mail, fax, ect) ☐

Appendix 4.

[Letterhead of the Bank / Insurance Company]

[Appendix to be submitted by the economic operator when required by the contracting authority]

BID INSURANCE FORM

[Date]

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

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

* * *

Procurement procedure *[Type of procedure]*

Short description of the contract: *[subject]*

Publication (if applicable): Public Procurement Bulletin *[Date]* *[Number]*/Reference Number
in APP website

* * *

With reference to the above-mentioned procedure,

We certify that *[Name of the guaranteed bidder]* has made a deposit near the *[name and address of the bank / insurance company]* at the amount of *[currency and amount both in letters and numbers]* as a condition to insure the bid submitted by the above-mentioned economic operator.

We undertake to transfer at the account of *[name of the contracting authority]* the secured amount, within 15 (fifteen) days from your simple first written request, without asking explanations, on condition that the request mentions the non - fulfillment of one of the following conditions:

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- The bidder has withdrawn or altered the bid, after the deadline for bids' submission, or prior to the deadline, if so specified in the bid documents;
- The bidder has refused to sign the procurement contract when required by the contracting authority;
- The bidder has not submitted the contract insurance, after being awarded, or has failed in meeting any other condition before signing the contract, as defined in the bid documents.

This Insurance is valid for the period of time indicated in the *[contract notification or invitation to bid]*

[Bank/insurance company representative]

Appendix 5

LIST OF CONFIDENTIAL INFORMATION

[Appendix to be completed by the economic operator, in applicable]

(Write down the information you wish to remain confidential)

Type, nature of information to be kept confidential	Number of pages and points in the STD you wish to remain confidential	Reasons for keeping this information confidential	Deadline for keeping this information confidential

ATTENTION

Any data that has not been registered as confidential shall be deemed to have been granted the consent of the holder of such information and the Contracting Authority shall not be liable for the disclosure of such information.

It is not considered as constituting a commercial secret the information that should be made public under the law, that is related to a violation of the law or that is 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.

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Bidder Representative

Signature

Seal

Appendix 6

[Annex to be completed by the Economic Operator]

STATEMENT ON COMPLETION OF TECHNICAL SPECIFICATIONS

Statement of the economic operator participating in the public procurement procedure, organized on _____ by the Contracting Authority _____ with subject _____ with a limit fund of _____.

I, the undersigned _____, in the quality of _____ of the

legal person _____ hereby declare that:

We meet all the technical specifications set forth in the tender documents and we certify this with documents and certificates (if requested by the contracting authority), submitted attached with this statement.

Date of statement delivery _____

Bidder's Representative

Signature

Seal

Appendix 7

[Appendix to be completed by the economic operator]

STATEMENT

On conflict of interest

Of the economic operator participating in the public procurement procedure organized on _____ by the Contracting Authority _____ with subject _____ with a limit fund of _____

Conflict of interest is the state of conflict between the public duty and private interests of an official, where he has private interests, direct or indirect ones which affect, are likely to affect or appear to affect the unfair carrying out of his public duties and responsibilities.

In application of Article 21, point 1, of Law No. 9367, dated 7.4.2005, the categories of officials stipulated in Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the concluding of contracts , one party of which is a public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers or Deputy Ministers, Members of Parliament, Justices of Constitutional Court, Justices of High Court, Chair of High State Audit, Prosecutor General, Ombudsman, Members of the Central Election Commission, Members of High Council of Justice or Inspector General of the High Inspectorate of Disclosure and Audit of Assets, Members of Regulatory Entities, (Supervision Council of Bank of Albania, including the Governor and Deputy Governor; of competition, telecommunication; electricity; water supply; insurance, bonds, media), Secretaries General of central institutions as well as every other public official in each public institution whose position is equivalent to that of General Directors.

If the official holds the position of the mayor or deputy mayor, chair or deputy chair of the commune or county council, member of the respective council or is an

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official of a high leading position of a local government unit, the prohibition because of the private interests of the official, stipulated in this point, is applied only to the concluding of contracts, as the case might be, with the municipality, commune or the county council where the official exercises these functions. This prohibition is also applied when one of the contract parties is a public institution, subordinate to this unit (Article 21 point 2 of law No.9367, dated 7.4.2005

The prohibitions stipulated in Article 21, points 1, 2 of Law No. 9367, dated 7.4.2005, with the relevant exceptions, are applied to the same extent to the persons related to the official which to the meaning of this law are: **the spouse, cohabitant, adult children, the parents of the official and those of his/her spouse and cohabitant.**

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

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 7.4.2005 “On the prevention of conflict of interest in the course of exercise of public functions” as amended, as well as in the by-laws issued in its application by the High Inspectorate of Disclosure and Audit of Assets and in the Law No. 9643, dated 20.11.2006 “On Public Procurement”, as amended.

In accordance with the above mentioned legislation, I declare that none of the officials set out in **Chapter III, Section II** of Law No. 9367, dated 7.4.2005, and in this statement, does not possess private interests, directly or indirectly with the legal person I represent herein.

Date of statement submission

Name, Surname, Signature

Seal

Appendix 8

[*Appendix to be completed by the Economic Operator*]

STATEMENT ON FULFILLMENT OF THE GENERAL CRITERIA

Of the economic operator participating in the public procurement procedure organized on _____ by the Contracting Authority _____ with subject _____ with a limit fund of _____

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

- Economic operator _____ is registered with the National Business Center and has as its field of activity the object of the procurement. In the case when the Bidder is a non-profit organization, it must state that it is registered as a legal person under the Law No. 8788, dated 07.05.2001 "On Non-Profit Organizations".
- Economic operator _____ has not been convicted of a criminal offense, in accordance with Article 45/1 of the PPL,
- A person in the capacity of a member of an administrative body, a director or a supervisor, a shareholder or a partner, or has representative, decision-making or controlling powers within the economic operator, as follows: _____ etc. _____ have not or have been not convicted by a final court decision for any of the offenses set forth in article 45/1 of LPP¹.
- Economic operator _____ has not been sentenced by a final court

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decision for acts related to professional activity,

- Economic operator _____ is not in the process of bankruptcy (active status),

(1) I authorize the Contracting Authority to make the relevant verifications of the judicial status of the persons declared in this Declaration

- Economic operator _____ has paid all the fees for the payment of taxes
and social security contributions, according to the legislation in force.

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 submission of statement

Name, Surname, Signature

Seal

Appendix 8/1

[Appendix to be completed by the Economic Operator]

**STATEMENT ON THE ENFORCEMENT OF THE LEGAL PROVISIONS IN
LABOR RELATIONS**

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

I, the undersigned _____ in the capacity of the _____ of the economic operator _____, hereby declare under my sole responsibility that:

- The economic operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination provided for by the applicable labor legislation.
- The Economic Operator _____ has the relevant employment contracts with its employees and guarantees safety and health measures for all and, in particular, for vulnerable groups, based on applicable labor legislation.
- The economic operator _____ has no legal measure in force, established by the State Inspectorate of Labor and Social Services (ISHPSHSH).. Where legal violations are found, the economic operator has taken the necessary measures to address them, within the time limits set by the ISHPSHSH.

Date of Submission of the Statement _____

Bidder's representative

Signature

Seal

Appendix 9

[Appendix to be completed by the Contracting Authority]

1. GENERAL ADMISSIBILITY/QUALIFICATION CRITERIA

The Bidder shall declare that:

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

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

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

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

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

These criteria must be met upon the submission of the written self - declaration of the subject on the day of the Bid Opening, as per Annex 8.

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 per above.

In addition, if the bid is submitted by a group/consortium of economic operators, the following documents shall be submitted

- a. The notarized agreement according to which the merger/consortium of economic operators has been officially established;
- b. Special power of attorney.

2. SPECIAL QUALIFICATION CRITERIA – same for each LOT

1. Candidate / Bidder shall submit:

- a Bid insurance, according to Appendix no 4; Yes*
- b Statement on Technical Specifications, according to Appendix 6;*
- c. Statement on the Conflict of Interests according to Appendix 7;*
- ç. Bid Form, according to Annex 1 or Annex 2 (in the case of procurement procedures for the supply of fuels, gasoil, benzene and heating fuel);*
- d. Attestation that confirms the settlement of all matured electricity obligations of the energy contracts of the economic operator registered in Albania.*
- dh. Statement on the enforcement of the legal provisions in labor relations according to Appendix 8/1;*
- e. Statement regarding the Independent Submission of the Bid according to Appendix 2/1;*

2. Candidate / Bidder shall submit:

2.1 Legal / Professional Capacity of Economic Operators:

- Valid license issued by the National Business Center or National Licensing Center of the Republic of Albania on the activity of medicines' wholesale.

2.2 Economic and financial capacity:

1. Copies of the annual turnover declarations for the last three years (2017-2018-2019). The average turnover value of these three years shall be not less than 20% of the limit fund / expected value of the contracts, of the lot or summary of the lots, for which it is competing.

2.3 Technical capacity:

2.3 Technical capacity:

In terms of technical and professional capability, the Economic Operator shall meet the following minimum requirements:

2. Previous similar supplies in the amount of not less than 20% of the value of the limit / expected value of the contracts, of the lot or the amount of the lots for which it competes, realized during the last three years from the date of opening of the bids for this procurement procedure.

Proof of previous experience requires certifications issued by a public entity or sales tax invoice, stating the dates, amounts and quantities of goods supplied. In the case of previous experience with the private sector, only sales tax invoices indicating the dates, amounts and quantities of goods supplied will be accepted as evidence.

3. The economic operator must state the origin of the goods, the manufacturing company / MAH (to be completed in appendix 1 to DST)

4. For medicines (of the TD list) authorized for trading in the Republic of Albania, the

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following must be presented:

- the document confirming that the offered drug is licensed for trading in the Republic of Albania, issued by the National Agency of Medicines and Medical Devices

// Or

- the marketing authorization of the drug, issued by the National Agency for Medicines and Medical Devices, within its validity period.

5. For drugs (of the DST list) unauthorized for trading in the Republic of Albania, the drug offered must:

- have obtained authorization to trade and circulate in one of the European Union countries, the United States of America, Canada, Turkey, Switzerland, Israel, Japan, Australia;

// Or

- be produced in the Balkan countries only if it has received marketing authorization and circulates in its country,

/ or /

- be licensed for marketing by the European Medicines Agency (EMA), or the Food and Drug Administration (FDA) of the United States of America.

This requires the Bidder to submit:

- A statement confirming that the drug that it offers is licensed for marketing and circulates in one of the above countries, or that it has FDA or EMA marketing authorization.

The statement signed and sealed by the Bidder shall state: The full name and address of the Authorized Institution (s) issuing the marketing authorization; Contact details for these institutions (Tel, fax, e-mail, web site); The number and the date of issuance of the marketing authorization (by the Authorized Institution (s)) of the offered drug and the period of validity of this authorization.

6. For the drugs provided for in point 4 of the DST SCC, an Authorization (valid for the period 2020 - 2022), issued by MAH (the holder of the marketing authorization), is required to confirm that the bidder is authorized to market his medicines at our place.

7. For the medicines provided for in point 5 of the DST SCC, Authorization (valid for the period 2020-2022), issued by MAH (holder of marketing authorization) or the manufacturer, or authorized distributor, whereby the bidder is confirmed authorized to market their drugs in our country.

Note: In the case of authorizations issued by authorized distributors, their relationship (authorized distributors) with the manufacturer / MAH (trading authorization holder) must be documented.

Note: The Bids' Evaluation Commission, reserves the right to verify the data submitted by the Bidders.

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

Appendix 10

[*Appendix to be completed by the Contracting Authority*]**TECHNICAL SPECIFICATIONS**

Technical data description of goods, subject to procurement procedure, described as accurately as possible and completely, creating conditions for fair and open competition between all candidates and bidders. Whenever possible, the technical specifications should be defined in such a way, as to be clearly understood by persons with disabilities.

		<u>B4/2020</u>					
No.	System	Lot / Active Principle	Form / dosage	Unit	Price per Unit ALL excluding VAT	Scheduled amount for 24 Months	24 month limit fund (expected value of contracts) ALL excluding VAT
1	Blood and Blood forming organs drugs	Lot1 Human Coagulation Factor VIII	250 I.U/500 I.U/1000 IU	UI	33.83	9,285,000	314,123,084
2	Antineoplastic and Immunomodulatory drugs	Lot2 Rituximab Originator	10 mg/ml-50 ml	Vial	120,618.80	795	95,891,908

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3	Antineoplastic and Immunomodulatory drugs	Lot3 Rituximab Biosimilar or Originator	10 mg/ml-50 ml	Vial	108,557.10	655	71,104,924
4	Antineoplastic and Immunomodulatory drugs	Lot4 Rituximab Originator	10 mg/ml-10 ml	Vial	23,996.30	363	8,710,673
5	Antineoplastic and Immunomodulatory drugs	Lot5 Rituximab Biosimilar or Originator	10 mg/ml-10 ml	Vial	20,508.20	307	6,296,011
6	Antineoplastic and Immunomodulatory drugs	Lot6 Trastuzumab Originator	150 mg	Vial	52,802.80	4,730	249,757,391
7	Antineoplastic and Immunomodulatory drugs	Lot7 Trastuzumab Biosimilar or Originator	150 mg	Vial	45,761.80	4,170	190,826,552
8	Antineoplastic and Immunomodulatory drugs	Lot 8 Tocilizumab	80mg/4ml	Flakon	12,580	168	2,113,470
9	Antineoplastic and Immunomodulatory drugs	Lot 9 Tocilizumab	200mg/10ml	Flakon	31,362	192	6,021,581

WARNING

Technical specifications should not have any application or reference to any particular brand or name, patent, drawing or sample, specific origin, manufacturer or service entrepreneur, unless there is a sufficient, accurate or understandable manner of the requirements' describing, provided that, the words "or equivalent" are necessarily included to these specifications.

Sketches, technical parameters etc.:

Description of service implementation requirements related to them:

- Expiry date: The expiry date on the day of delivery of goods, shall be not be less than 1/2 of the time between the production date and the expiry date, or not less than one year from the date of delivery of goods.
- Strength and pharmaceutical form, unit and volume for each medicine are defined in the STD and are binding.
- Packaging: On each medicine packaging shall appear the following particulars: the medicine name, strength and pharmaceutical form, medicine code, percentage and the content, production and expiry date, batch number, and in addition to the control stamp applied on the outer packaging /package box, the medicine should necessarily be sealed by the seal, where it's inscribed: "HOSPITAL USE - NOT FOR SALE".
- EOs that will be party to the 2020 Framework Agreements are obliged to immediately notify the beneficiary CPB / CAs, at any time, during the validity of the Framework

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Agreement, when:

- registration status changes and / or
- The approved drug price subject to these Framework Agreements changes.

The CPB, on a case-by-case basis, has the right to terminate or approve the continuation of the Framework Agreement in accordance with applicable legislation.

Appendix 11

[*Appendix to be completed by the Contracting Authority in the Framework Agreement*]

PLANNING OF CONTRACTS IN THE FRAMEWORK AGREEMENT

Goods: Total number of contracts under the Framework Agreement		
Contract number	Contract Title	Short description of the contract
01		
02		
03		
...		

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Appendix 12

(Appendix to be completed by the Contracting Authority)

(This Appendix in the case of the Framework Agreement will be completed by the contracting authority only during the reopening of the Mini - competition process)

QUANTITY AND GRAPHICS OF DISBURSEMENT

Amount of Goods Required:

The quantity of goods required: Orientation quantity, expected value of contracts and distribution according to CA / hospitals that have the funds and with which the contracts for supply of goods will be signed are given according to the following table:

B4-Blerje barna Antineoplastike dhe immunomodulatore si dhe Gjaku dhe organet formuese te gjakut 2020														
								QSUT	KORCA	VLORA		QSUT	KORCA	VLORA
No	System	Lot / Active Principle	Form / dosage	Unit	Price per Unit ALL excluding VAT	Scheduled amount for 24 Months	24 month limit fund (expected value of contracts) ALL excluding VAT	Sasi e planifikuar per 24 Muaj	Sasi e planifikuar per 24 Muaj	Sasi e planifikuar per 24 Muaj		Vlera e priteshme 24 muaj	Vlera e priteshme 24 muaj	Vlera e priteshme 24 muaj
1	Blood and Blood forming organs drugs	Lot1 Human Coagulation Factor VIII	250 I.U/500 I.U/1000 IU	UI	33.83	9,285,000	314,123,084	5,775,000	3,500,000	10,000		195,375,424	118,409,348	338,312

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2	Antineoplastic and Immunomodulatory drugs	Lot2 Rituximab Origjinator	10 mg/ml-50 ml	Flakon	120,618.80	795	95,891,908	795	-	-	95,891,908	-	-
3	Antineoplastic and Immunomodulatory drugs	Lot3 Rituximab Biosimilar or origjinator	10 mg/ml-50 ml	Flakon	108,557.10	655	71,104,924	655	-	-	71,104,924	-	-
4	Antineoplastic and Immunomodulatory drugs	Lot4 Rituximab Origjinator	10 mg/ml-10 ml	Flakon	23,996.30	363	8,710,673	363	-	-	8,710,673	-	-
5	Antineoplastic and Immunomodulatory drugs	Lot5 Rituximab Biosimilar or origjinator	10 mg/ml-10 ml	Flakon	20,508.20	307	6,296,011	307	-	-	6,296,011	-	-
6	Antineoplastic and Immunomodulatory drugs	Lot6 Trastuzumab Origjinator	150 mg	Flakon	52,802.80	4,730	249,757,391	4,730	-	-	249,757,391	-	-
7	Antineoplastic and Immunomodulatory drugs	Lot7 Trastuzumab Biosimilar or origjinator	150 mg	Flakon	45,761.80	4,170	190,826,552	4,170	-	-	190,826,552	-	-
8	Antineoplastic and Immunomodulatory drugs	Lot 8 Tocilizumab	80mg/4ml	Flakon	12,580	168	2,113,470	168			2,113,470		
9	Antineoplastic and Immunomodulatory drugs	Lot9 Tocilizumab	200mg/10ml	Flakon	31,362	192	6,021,581	192			6,021,581		
				Cmim Njesi Total	416,221.4	Vlera Totale 24 muaj	944,845,592				826,097,932	118,409,348	338,312

Delivery deadlines:

For the purpose of providing a security in the delivery of goods without creating delays and timely coverage and service problems, the Contracting Authorities will conclude with the winning economic operator the procurement procedures, contracts based on their needs within a

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24 month period for drugs, as follows:

The I-st 12 month period:

- 50% of expected quantities – The I-st Four Month Period
- 30% of expected quantities – The II-nd Four Month Period
- Up to 20% of expected quantities – The III-rd Four Month Period

The II-nd 12 month period

- 50% of expected quantities – The I-st Four Month Period
- 30% of expected quantities – The II-nd Four Month Period
- Up to 20% of expected quantities – The III-rd Four Month Period

Except Mother Tereza University Hospital Tirana which will sign contracts based on its needs.

Notwithstanding this designation, contracting authorities may contract for any need for scheduled list drugs, which arises unforeseen and is necessary at any time. In respect of quantities which cannot be separated from the point of view of procedural economics and for technical / organizational reasons, the Contracting Authorities may, in their evaluation (without creating unnecessary stock), contract with the entire annual quantity within one year budget.

For any contract entered into as specified above, the delivery deadlines set by the Contracting Authorities shall be a minimum of 30 days from the date of conclusion of the contract between the parties, unless otherwise agreed between the contracting parties.

CAs must submit a request for an offer to enter into a subsequent contract at least 20 days before the end of the 4-month period, or at least 20 days before the conclusion of the next contract.

[*Appendix to be completed by the Contracting Authority*]

STANDARD NOTIFICATION TO THE DISQUALIFIED BIDDER ¹

[Place and date]

[Name and address of the contracting authority]

[Address of bidder]

Dear Sir/Madame <Contact name>

Thank you for participating in the above-mentioned public procurement procedure. The procedure was conducted in accordance with the Law “On Public Procurement”, no. 9643, dated 20.11.2006, “On PP Law”.

Your bid was carefully evaluated in accordance with the conditions and requirements established in the procurement notification and in the bid dossier. We regret to inform you that you were [disqualified] [eliminated because the bid submitted by you was rejected due to the following reason(s):

[illegible]

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

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

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With respect

<Name>

Appendix 14

[*Appendix to be completed by the Contracting Authority*]

AWARD NOTIFICATION FORM

[Date]

To: [Name and address of the awarded bidder]

* * *

Procurement procedure

Number of procedure/lot reference:

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

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

Selection criteria for the winner: lowest price the most economically advantageous bid

We hereby inform that the following bidders have participated in this procedure with these respective offered values:

1. _____

Company's full name

NUIS number

Value

(expressed in figures and words)

2. _____

Company's full name

NUIS number

Value

(expressed in figures and words)

Etc. _____

The following bidders have been disqualified:

1. _____

Company's full name

NUIS number

2. _____

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Company's full name

NUIS number

Respectively for the following reasons:

* * *

Referring to the above-mentioned procedure, we inform *[name and address of awarded bidder]* that the submitted bid, of a total value of _____ *[respective amount expressed in words and figures]*/ total points received *[_____]* has been identified as the successful bid.

Consequently, you are kindly asked to submit to *[name and address of the contracting authority and the contact reference]* the contract insurance, as provided with the bid documents, within _____ days from the receiving/ notification receipt.

If you don't comply with this request, or you withdraw from contract signing, your bid insurance shall be forfeited and the contract shall be awarded to the next bidder in the final classification, whose bid has been submitted with a total value of *[respective value expressed in words and figures]*, as provided for by article 58 of the Law for Public Procurements no. 9643 dated 20.11.2006, as amended.

Classification notification is made on _____

Complaints: yes or no _____

(if yes) has been answered on _____

* * *

[Head of the Contracting Authority]

Appendix 16

GENERAL CONDITIONS

Goods - Open Bid

Article 1: Purpose

- 1.1 The General Conditions of the Contract (GCC) shall apply to the supply of goods, procured with open procedure.
- 1.2 The Law of the Republic of Albania ‘On Public Procurement’ provides that the provisions of the Civil Albanian Code shall apply to the contracts of public procurement. Some provisions of this Code are expressed in the GCC as well, in order to increase the level of transparency in the contractual conditions. However, quoting some provision in this part, does not deny in any way the application of the other provisions of the Civil Code for this contract.
- 1.3 Similarly, some provisions of the Law on Public Procurement are expressed again in the GCC, in order to increase transparency in the law which regulates public procurement. However, the quoting of some provisions in this part, does not deny the application of other provisions of the Law on Public Procurement, regarding the parties’ rights, duties and obligations.
- 1.4 The GCC shall apply to the extent they do not leave behind the conditions or provisions, foreseen in other parts of the contract.
- 1.5 The contractual conditions comprise also the Specific Conditions of the Contract (SCC). Where there is a conflict between the GCC and the SCC, the SCC shall prevail over the GCC.

Article 2: Definitions

- 2.1 “Contract” means the written agreement between the Contracting Authority and the Contractor, which comprises the Bid Documents, including GCC and SCC, all attachments and completed forms, which are referred in each document.
- 2.2 “Contract Price” means the price to be paid to the Contractor, in accordance with the contract for the complete and precise implementation of his contractual obligations.
- 2.3 “Incoterms” means the international trade terms, as rules for the interpretation of trade terms determining the distribution of functions, costs, and risks related to the transfer of Goods from the Contractor to the Contracting Authority.
- 2.4 “Delivery” means all activities and actions for the receipt of Goods at the place of delivery, as specified in the contract, such as packaging, transport,

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security, tariffs, customs procedure, loading and unloading services, installation, collection, inspection of actions and the monitoring of the overall activity.

- 2.5 “Contracting Authority” means the Contracting Authority which is a party to this Contract, and which contracts the Goods of this contract. This term shall have the same meaning with the one defined in the law.
- 2.6 “Contractor” means the natural or legal person, which is party in this contract and, in accordance with the provisions of this contract, is the one who supplies the Goods.
- 2.7 “Party (-ies)” mean the signatories of the contract.
- 2.8 “Goods” means all unprocessed materials, products, machineries and equipment, solid, liquid or gas objects.
- 2.9 “Related services” means all secondary services or unpredicted services for the supply of Goods, such as transport, installation, maintenance, training, supporting services or similar obligations related to the supply of Goods.
- 2.10 “Scope of Contract” means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.
- 2.11 “Technical Standards” means the approved specification by a specialized body of standardization for ongoing or repeated application. These standards are used as rules, regulations or definitions of the characteristics, in order to insure that the materials and related services meet the objective.

Article 3: Drafting of Contract

- 3.1 The notification of the awarded bid shall serve for the preparation of the contract between the parties, which shall be signed within the time limit set in the Bid Documents.
- 3.2 The existence of the contract shall be confirmed with the signature of the contract document, embodying all the agreements between the parties.

Article 4: Corrupt Practices, Conflict of Interest and Inspection of Reports

- 4.1 The Contracting Authority can request the Court to declare as illegal the contract, if he discovers that the Contractor has carried out corruptive acts. Corruptive acts include all acts described in Article 26 of the Law on Public Procurement.
- 4.2 The Contractor shall not have relations (current or past ones) with any of the consultants or any other entity, which participated in the preparation of the Bid Documents for the named procurement.
- 4.3 The Contractor shall allow the Contracting Authority to inspect the accounts and the registers, which are related to the Contract implementation, or to

control them through audits appointed by the Contracting Authority.

Article 5: Confidential Information

- 5.1 The Contractor and the Contracting Authority shall keep as confidential all the documents, data and other information provided by the other party, in relation with the Contract.
- 5.2 The Contractor can give to a Sub-contractor such documents, data or other information taken by the Contracting Authority to the extent required by the Sub-contractor to carry out its part of the work, in accordance with the Contract. In this case, the Contractor shall include in his contract with the Sub-contractor a provision, which deals with confidentiality, as mentioned above in Paragraph 5.1.

Article 6: Intellectual Property

- 6.1 Except when otherwise provided in the Contract, all the rights of intellectual property, provided by the Contractor during the implementation of the Contract, shall belong to the Contracting Authority, which may use them, as it deems appropriate.
- 6.2 Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, shall submit to the Contracting Authority all reports and other data such as maps, diagrams, specifications, plans, accounts, statistics and supporting registers or materials gathered or prepared by the Contractor during the implementation of the Contract. The Contractor can keep copies of these documents and data, but he shall not use them for purposes, which are not related to the Contract, without a preliminary written permission of the Contracting Authority.
- 6.3 The Contractor shall insure the Contracting Authority against the lack of responsibility for infringement of rights related to the intellectual property, which may arise from the production or distribution of Goods, in accordance with the Contract.
- 6.4 If there is any claim or suit against the Contracting Authority, regarding any infringement of the intellectual property, caused during the implementation of the Contract or during the use of Goods, supplied in accordance with the Contract, the Contractor shall provide to the Contracting Authority all the evidence and the necessary information, which is related to the named suit or claim.

Article 7: Goods' Origin

- 7.1 There is no restriction for the nationality of the origin of materials, except those which may be determined in any of the Resolutions of the General Assembly of the United Nations.
- 7.2 The Contractor may be obliged to verify the origin of materials.

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- 7.3 For purposes of verification, “origin” implies the place where the materials were found, manufactured or raised. It is said that a certain material has been manufactured when, after production, processing, or gathering of components, the result is a new product, recognized in the market, which is very different from the basic characteristics or from the use and scope of its components.
- 7.4 The origin of materials differs from the nationality of the Contractor or Sub-contractor, who supplies the materials.

Article 8: Supply Scope and Goods’ Compliance with the Specifications

- 8.1 The Contractor shall deliver The Goods with the quality, quantity and type specified in the contract, as well as placed and packed as provided in the contract.
- 8.2 The Goods are not in accordance with the contract if those are not qualified to the special use provided in the contract. When not possible to determine such element, it is deemed that The Goods are not in conformity with the contract if those are not suitable to the use to which usually serve other same objects.
- 8.3 If the vending is based on a model or sample, the Supplier (Contractor) shall deliver the objects that have the same qualities of the model or sample.

Article 9: Goods’ Compliance with the Technical Standards

- 9.1 The Goods supplied as per contract shall be conform the codes and Technical Standards provided in the technical specifications. If during the execution of the contract there are amendments to the respective codes or Technical Standards, these amendments will be applied only after approval by the Contracting Authority.
- 9.2 Unless otherwise provided by any other provision of the contract, if there is not defined any respective Technical Standard in the Technical Specifications, The Goods shall be in accordance with the current international Technical Standards. If the international Technical Standards do not exist, The Goods shall be in accordance with the Albanian respective Technical Standards.
- 9.3 The Contractor shall not be responsible for mistakes given by the Contracting Authority in diagrams, data, designs or other aspects of the technical specifications, except the case when the mistake is obvious and the Contractor shall have notified of such mistake and advise the Contracting Authority about it.
- 9.4 The Supplier (Contractor) is not responsible for Goods defects on which the Contracting Authority was informed in the moment of the contract signing or was not informed because of its fault, except when the defects have to do with the quality of the Goods specified according to the contract or the representation of advertisement of the supplier (Contractor).

Article 10: Spare Parts

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- 10.1 If stipulated in the contract, the Contractor shall include with the Commodities Commitment a quantity of spare parts, in accordance with the technical specifications and any relevant provision of the contract.
- 10.2 Except as otherwise provided, the exchange parts shall be delivered together with the Goods.
- 10.3 The Contractor shall guarantee the availability of spare parts for a period specified in his offer and equal to the lifetime of the Goods.
- 10.4 In the case of a termination decision on the production of spare parts, the Contractor shall notify the Contracting Authority within a reasonable time to allow him / her to procure sufficient quantities for subsequent use.
- 10.5 Upon termination of production of spare parts, the Contractor shall give the Contractor, free of charge, any Equipment, Tools, Design of spare parts used in the manufacture and maintenance of the Goods if he so requests.

Article 11: Packaging

- 11.1 The Contractor shall deliver the Goods, in the manner and packaging form, as specified in the Contract.
- 11.2 Unless otherwise provided in another article of the contract, it may be assumed that Goods were not delivered in the manner and packaging form, as specified in the Contract, if this manner or form was different from the usual manner used for items of the same type or if the usual manner is no longer available, in a manner appropriate for the maintenance and protection of Goods.

Article 12: Tests and Inspections

- 12.1 The Contractor shall perform all tests and inspections, requested by the provisions of the Contract. The cost of these tests and inspections shall be entirely financed by the Contractor, within the price of the Contract.
- 12.2 At its own expense, the Contracting Authority is entitled to follow the tests and/or inspections.
- 12.3 The Contracting Authority may ask to the Contractor to make additional tests and inspections, which were not foreseen in the Contract, but which have been judged as necessary to verify that the Goods are in conformity with the specifications and with the Contract's terms and conditions. The Contracting Authority will be charged with the cost of these tests. In addition, if these tests obstruct the work progress of the Contractor, the Contracting Authority shall agree to change the Delivery Schedule.
- 12.4 The Contracting Authority shall reject any Goods, which do not pass the test and/or inspection, or is not in conformity with the Technical Specifications and the conditions, set for the execution of the Contract.

12.5 Neither the performance of tests, nor the inspection of the Goods, shall free the Contractor from any guarantee or other obligation, in accordance with the Contract.

Article 13: Delivery conditions

13.1 The contractor is obligated to perform all the activities and acts of delivering, except when the Contractor is specifically disqualified from such an activity or act by a provision of the contract. If any Incoterm is used to describe the parties' obligations, the term shall have the meaning given by the last publication of the *Incoterms, published by the International Chamber of Commerce*.

13.2 The place of Goods delivery shall be as specified in the contract.

13.3 Delivery time of Goods and final date of the Related Services shall be as specified in the contract.

13.4 Delivery of Goods shall be done during working hours, except when otherwise provided in the contract.

13.5 The contractor is obligated to give to the Contracting Authority a reasonable notification on the Goods delivery before their departure.

Article 14 Transport of Goods

14.1 The contractor is obligated to provide loading and transportation of the as required, in order to accomplish the terms and conditions specified in the contract.

14.2 If the contracting authority is obligated to receive the Goods by a transportation vehicle or transportation agency, the contractor shall give prior reasonable notification of the transportation and shall give to the contracting authority all the necessary documents to receive the Goods.

14.3 If the supplier [Contractor] is obliged to deliver the goods in the transportation vehicle in a place specified in the contract, the risk of loss is transferred to the contracting authority only when the goods are delivered in the transportation vehicle in the specified place. The fact the supplier [Contractor] is authorized to keep the representative documents of the goods does not influence the risk transfer.

Article 15: Insurance

15.1 Unless otherwise provided with a different provision of the contract, the Contractor shall insure that the Goods to be delivered following the Contract are completely secured against loss or damage during transport, depositing or delivery.

Article 16: Examination and Acceptance of Goods

16.1 Prior to accepting, the Contracting Authority has the right to examine, inspect and test the Goods. This activity shall be carried out immediately following the Goods delivery. The Contractor has the right to participate in this activity and to examine the activity reports, drafted by the Contractor Authority or its agents.

16.2 The Contracting Authority shall accept or refuse the Goods immediately after their delivery, and shall provide the Contractor with a written notification regarding its actions to accept or refuse the Goods.

Article 17: Guarantees

17.1 The Contractor guarantees that the Goods are new, unused and belong to the last models, and that they embody all latest updates and improvements in terms of designs, materials, except when otherwise provided in the Contract.

17.2 The Contractor is responsible for any defects or unfitness that existed at the moment when the risk passed to the Contracting Authority, even when the defect appears after this moment.

17.3 The Contractor is responsible even for the unfitness that is verified after the moment indicated in the above paragraph and that comes from the non-fulfillment of any obligation, including the warranty that the Goods will be suitable for their common or specific usage for a certain period of time, or that will retain its quality and specified characteristics

17.4 .Except otherwise provided by another provision of the contract or by law, the Contracting Authority loses his right to challenge things for defects, if he does not notify the Contractor, within ten days of the discovery, specifying their nature.

17.5 The Contracting Authority shall provide the Contractor all the reasonable opportunities for the Contractor to inspect such defects.

17.6 Upon receipt of such notification, the Contractor shall promptly repair or replace the defective Goods or parts thereof at no cost to the Contracting Authority.

17.7 If after receiving notification, the Contractor fails to remedy the defect within a reasonable period, the Contracting Authority may proceed, at the Contractor's expense, to take such remedial action as may be necessary.

17.8 In any case, the Contracting Authority loses his right to challenge things for defects if he does not exercise his right within two years from the date of delivery of such things to him, provided such term is not contrary with the duration of a contractual warranty.

17.9 The Contractor cannot take advantage of the rules provided in herein if the defects deal with facts within his knowledge or that could not have been unknown to him and these were not brought to the attention of the Contracting Authority.

Article 18: Contract Price

18.1 The contract price shall be the price submitted with the Contractor's bid and accepted by the Contracting Authority.

18.2 Except as otherwise provided in the contract, the contract price includes the costs and charges, including taxes and customs duties related to the delivery of the

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Goods, transportation charges, security, installation, testing, loading, unloading, instructions, manuals and documents in the language specified and necessary for the use, maintenance, and repairs of the Goods. The value of taxes and fees should be determined according to the relevant legislation, in force 28 days before the opening of the bids.

Article 19: Payment deadline

- 19.1 The contract price, including any advance payment, shall be paid in time as specified in the contract.
- 19.2 Unless otherwise provided in the contract, payment shall be made in Albanian currency. The exchange rate of different currencies will be the Bank of Albania course fixed on the day of sending for publication of the contract notice.
- 19.3 Except as otherwise provided in the contract, the Contractor's request for payment shall be made to the Contracting Authority in writing. For each request, the Contractor must submit the original and the copy together with a list of items describing the Goods Submitted and the services rendered.
- 19.4 Except as otherwise provided in the contract, payment for Goods shall be made within 30 calendar days of receipt of the Goods or from the day of receipt of the payment claim whichever is the later.
- 19.5 The payment date shall be the day that funds are levied from the Account of the Contracting Authority.

Article 20: Delay in Payment

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

Article 21: Amendment of the Law and Rules

- 21.1 If, after the date of contract signing, any law, regulation, directive or procedure with the effect of the law in the Republic of Albania comes into force, is issued or amends and affects the conditions, including the date of delivery, or the contract price, the terms and conditions and the price of the Contract shall be regulated at the extent the Contractor has been affected in meeting his obligations, in accordance with the Contract.

Article 22: Force majeure

- 22.1 The Contractor shall not be held responsible for the loss of the Contract Security, for liquidated damages or cancellation for non-fulfillment, if, and to the extent the delay or any other failure in carrying out his obligations in accordance

with the contract, is the result of a force majeure.

22.2 For the purposes of this article, “Force Majeure” means an unforeseen happening or event outside the control of the Contractor regarding fault or negligence. These events can include, but are not limited to the actions of the Contracting Authority, in its sovereign or contractual capacities, war or revolutions, fire, flood, earthquake, epidemics, quarantine pressure and transit embargo.

22.3 If an event of a force Majeure occurs, the Contractor shall immediately notify the Contracting Authority. Except when the Contracting Authority gives different directives, the Contractor shall continue implementing all its obligations, in accordance with the Contract, at a reasonable extent, and shall require all reasonable means for this implementation, which are not obstructed by any Force Majeure.

Article 23: Delays in Implementation and Extension of Time Limits

23.1 Except when otherwise provided, the Contractor shall start to implement the Contract, immediately following its signing.

23.2 Except when the Contracting Authority agrees for an extension of the Contract time limits, the Contracting Authority has the right to liquidate the damages for the delay in implementation, if the Contractor fails to deliver the Goods within the complete execution period, as specified in the Contract.

23.4 The Contracting Authority can deduct the value of liquidated damages from the amount to be paid to the Contractor. In this case, the Contracting Authority shall give to the Contractor a written notification on the value and reason of such deduction.

23.5 The Contracting Authority shall agree on an extension of the time limits, in cases of force Majeure.

23.6 The Contracting Authority can agree on an extension of the time limits, even in other circumstances, if it is in the public interest. If the Contractor encounters conditions, which obstruct the implementation in time, the Contractor shall promptly notify in writing the Contracting Authority regarding the delay, the causes and the date proposed for the delivery or the conclusion. The Contracting Authority shall evaluate the request. If the Contracting Authority agrees with the delay, the extension shall entry into force with a written amendment of the Contract, signed by the Contracting Authority and the Contractor.

Article 24: Damage Liquidation related to delays in Delivery

24.1 Liquidated damages for delayed goods delivery shall be calculated with the following daily fees:

- a) For contracts with an implementing period, not more than 6 months, the daily

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fee shall be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

b) For contracts with an implementing period, not more than 12 months, the daily fee shall be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

c) For contracts with an implementing period more than 12 months, the daily fee shall be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value

Article 25: Negotiations and Amendments

- 25.1 The parties shall not negotiate for modifications or amendments in any of the elements of the Contract, which would considerably change the conditions constituting the basis for the selection of the Contractor.
- 25.2 No amendment or any other contract variation shall be valid without being in written form, dated and referring expressly to the Contract, or if it is not signed by an authorized representative of the Contractor and of the Contracting Authority.
- 25.3 Any waiving of rights, powers or corrections of the parties, in accordance with the Contract, shall be done in writing, shall have a date and shall be signed by an authorized representative of the party, which withdraws from such right, and shall specify the right and the extent of it.

Article 26: Modification of Order

- 26.1 The Contracting Authority reserves the right to order additional goods or services, but only in accordance and in circumstances provided with the PPL and provided that the increase of cost shall not exceed 20% of the total price of the Contract.

Article 27: Cancellation because of Non-Fulfillment

The Contracting Authority may cancel the Contract, completely or partly, if:

- a) The Contractor fails to complete the delivery of Goods within the specified time limit in the Contract, or within the granted extension; or,
- b) The Contractor fails to fulfill any other obligation of the Contract.

27.2 The Contracting Authority shall give to the Contractor a written notification for the cancellation for non-fulfillment and grant to the Contractor 15 days to adjust the non-fulfillment, except when such decision for cancellation was taken for corrupted and illegal actions, in which case, the cancellation shall be immediate.

Article 28: Cancellation because of Bankruptcy

- 28.1 The Contracting Authority may cancel the Contract at any time, if the Contractor is

bankrupt or becomes unable to pay

28.2 The Contracting Authority shall give to the Contractor a written notification regarding the cancellation.

Article 29: Cancellation in the public interest

29.1 The Contracting Authority may cancel the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.

29.2 The Contracting Authority shall give a written notification to the Contractor, regarding this cancellation.

29.3 The Contracting Authority shall pay the Contractor for all accepted Goods and related Services, which were delivered prior to cancellation and shall pay the Contractor for the damages caused by the partial delivery of Goods and Related Services. While calculating the value of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize the damages.

Article 30: Sub-Contracting

30.1 Sub-contracting shall be valid only if it exists in the form of a written agreement, through which the Contractor accredits a part of the contract's obligations to a third party.

30.2 The Contractor shall not sub-contract without a prior written approval of the Contracting Authority and not more than 40% of the contract value. The Contractor shall notify the Contracting Authority regarding the Contract elements, which have been sub-contracted and regarding the documentation that proves the capability of the Sub-contractor. Within 5 days from the receipt of notification, the Contracting Authority shall notify the Contractor about his decision, expressing the reasons whether he approves it or not.

30.3 Every Sub-contractor shall have the right to participate in public procurement, in accordance with the Law on Public Procurement. The Contracting Authority may foresee direct payments for the sub-contractor in return of goods that he shall supply.

30.4 The Contractor remains fully responsible for the contract implementation, regardless the subcontractor's performance.

Article 31: Transfer of Rights

31.1 The Contractor shall not completely or partly, transfer his obligations according to the Contract, except when preliminary decision of the Procuring Entity is taken.

Article 32: Contract Insurance

32.1 Within 30 days from the receipt of the notification for the contract award, the Contractor shall give to the Contracting Authority the guarantee of a Contract Insurance at the acceptable amount and form, as specified in the Contract. Failure in providing a Contract Insurance in the required form and amount, within 30 days,

shall result in the cancellation of the Contract and in the forfeit of the Contractor's Bid Security.

32.2 The amount of the Contract Insurance shall be paid to the Contracting Authority as a compensation for any loss, resulting from failure of the Contractor in meeting his obligations, in accordance with the Contract.

32.3 The Contract Insurance shall be returned to the Contractor not later than 30 days after the date of Goods acceptance. However, 5 (five) percent of the Insurance shall be kept, until a satisfactory fulfillment of the contractual obligations.

Article 33: Legal Grounds

33.1 The Contract shall be governed and interpreted according to the Laws of the Republic of Albania.

Article 34: Settlement of disputes

34.1 The Contracting Authority and the Contractor shall make all attempts to resolve their conflicts or disputes, through direct negotiations.

34.2 If the parties fail to resolve the disputes or the conflict, these shall be resolved following the Contract and the legal procedures in force, in accordance with the Legislation of the Republic of Albania.

Article 35: Representation of the Parties

35.1 Each party shall nominate in writing a person or appoint an organizational structure, which shall be responsible, in behalf of the party, for the receipt of communications and for the representation of the party in issues related to the Contract execution.

35.2 Each party shall immediately notify the other party, regarding any change in the nomination of the party's representative. If one of the parties fails to notify, it shall be charged for all damages, caused by the failure to give a proper notification.

35.2 The parties may nominate persons or additional organizational units to represent them in particular actions and activities. In any case, a written notification shall be provided and it shall determine the extent of the representative's authority.

Article 36: Notifications

36.1 In accordance with the Contract, all notifications from any of the parties to the other, shall be in writing, and sent at the address specified in the Contract

36.2 The notification enters into force, as soon as it is delivered.

Article 37: Calculation of Time Limits

37.1 All references to days shall be calendar ones, except when otherwise provided.

Appendix 17

[*Appendix to be completed by the Contracting Authority*]

SPECIFIC CONDITIONS

Goods – Open Procedure

The following Special Conditions of the Contract shall be complementary to the General Conditions of the Contract. In the case of discrepancies, the provisions herein shall prevail over the provisions in the General Conditions.

Article 1: Definitions

1.1 The Contracting Authority is _____

1.2 The Contractor is _____

Article 2: Contract Security

2.1 The Contractor shall provide the Contract Security, at the amount of *10% of the bid value*, in order to assure the execution of his obligations, in accordance with the Contract.

2.2 Contract Security shall be promptly issued or returned to the Contractor, according to the following form: _____

Article 3: Start of Implementation

3.1 The contract implementation shall start on _____. If the date is not defined, the implementation shall start on the date the Contractor signs the Contract Form.

Article 4: Inspections and tests

4.1 Inspections and tests before acceptance of goods will be made: _____

Article 5: Conditions of Delivery

5.1 The delivery conditions, the dates and places of the delivery of goods and of spare parts will be accomplished according to the Delivery Schedule stipulated in this contract..

5.2 The contractor shall notify the CA _____ days before each delivery of goods.

5.3 Notification of delivery shall be made in writing, by fax, mail, e-mail etc. to: _____

5.4 If the Contracting Authority takes the goods from a third party, the delivery

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notification shall include the list of necessary documents for receiving goods and shall indicate the documents will be given to the Contracting Authority.

- 5.5 If the Contracting Authority takes the goods from a third party, the Contractor shall consign all the necessary documents for receiving goods to: _____

Article 6: Payment Conditions

- 6.1 Payment of goods shall be made within _____ days from date of acceptance the goods or from date taking the payment request in written, regardless the day of coming. If it is not specified, the time period will be 30 days.
- 6.2 The payment will be made in _____. If it is left unfilled, the payment will be made in Albanian currency.

Article 7. Prepayment

- 7.1 The prepayment percentage will be _____. If not specified, the Contractor will not receive a pre-payment.
- 7.2 If a prepayment is promised, the advance will be paid within _____ days from the receipt of the contract security.
- 7.3 If a prepayment is made, the amount shall be deducted from the payment to be made to the Contractor under the following formula: _____

Article 8. Related Services

- 8.1 The following special conditions will be executed for making the payment of related Services.

Article 9. Reduction of the contract insurance

- 9.1 If a periodic reduction of the contract insurance is foreseen, it is performed as follows:

If it is not filled, the insurance remains unchanged.

Appendix 18

[*Appendix to be completed by the Contracting Authority*]

FORM OF SIGNED CONTRACT NOTIFICATION

Section 1 **Contracting Authority**

1.1 Name and address of Contracting Authority

Name

—

Address

—

Tel/Fax

—

E-mail

—

Website

—

I.2 Type of the Contracting Authority:

Central institution

☐

Independent institution

☐

Local Government Unit

☐

Other

☐

Section 2. **The object of Contract**

2.1 Reference number of procedure / lot

2.2 Type of “Public Contracts for Goods”

Purchase

☐

Rent

☐

Leasing

☐

Purchase in
installments

☐

A combination of these

☐

2.3 Contract under the Framework Agreement

Yes ☐ No ☐

If Yes, type of Framework Agreement

With one Economic Operator ☐

With some economic operators ☐

All conditions are set Yes ☐ No ☐

2.4 Short description of contract

1. Limit
fund _____
2. Source of financing

3. Scope of contract/ framework agreement

2. 5 Duration of the contract or completion deadline:

Duration in months or days

or

Starting from and completion on

2.6 Division into LOTS:

Yes ☐ No ☐

If yes, the number of LOTS:

2.7 Options:

Number of possible renewals (if any):

or: from to

2.8 Contract with subcontracting:

Yes ☐ No ☐

Section 3. Procedure

3.1 Type of procedure: Open

3.2 Winner selection criteria:

A) the lowest price ☐

or

B) the most economically advantageous bid ☐

As per importance: Price ☐ **points** ☐

ect. ☐ **point**

3.3 Number of submitted bids: ☐☐☐

Number of regular bids: ☐☐☐

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

Yes ☐ No ☐

3.5. During the procurement process in the field of Information and Communication Technology (ICT), when standards are not applicable, prior approval is obtained by the National Agency for Information Society.

Yes ☐ No ☐

Section 4 Information about the contract

4.1 Contract number: _____ **Contract date**

☐☐/☐☐/☐☐☐

4.2 Name and address of the contractor

Name

Address

Tel/Fax

E-mail

Website

4.2.1 Name and address of the subcontractor/s

Name

Address

Tel/Fax

E-mail

Website

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

Standard Tender Documents

Value _____
(*excl. VAT*) Currency _____

Value _____
(*incl. VAT*) Currency _____

4.3.1 Total value of **subcontracting**: _____

Value _____
(*excl. VAT*) Currency _____

Value _____
(*incl. VAT*) Currency _____

4.4 Additional Information

Date of delivery of this notification □□/□□/□□□□

Appendix 18/1

[Appendix to be complet by the Contracting Authority for publication in the Public
Notifications Bulletin]

1. Name and address of Contracting Authority

Name

—

Address

—

Tel/Fax

—

E-mail

—

Website

—

2. Type of procedure:

3. Object of the contract / framework agreement

4. The reference number of the procedure / lot

5. Limit Fund

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

Value

(incl. VAT)

Currency

Standard Tender Documents

Value of subcontracting _____ *incl. VAT* Currency

7. Date of contract signing

7. Name and address of the contractor / subcontractor

Name

Address

NUIS number

Appendix 19

[Letterhead of the Bank / Insurance Company]

[Appendix to be completed by the Economic Operator]

CONTRACT INSURANCE FORM

Standard Tender Documents

[Date]

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

On behalf of: *[Name and address of the guaranteed bidder]*

* * *

Procurement procedure: *[type of procedure]*

Short description of the contract: *[subject]*

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

* * *

With reference to the above-mentioned procedure and provided that *[name of the awarded bidder]* has been awarded the contract, we certify that *[name of the awarded bidder]* has made a deposit near the *[name and address of the bank / insurance company]* at the amount of *[currency and amount both in letters and numbers]* as a condition to secure the performance of the contract to be signed with *[name of contracting authority]*

We undertake to transfer to the account of *[name of the contracting authority]* the secured amount, within 15 (fifteen) days from your first written request, without asking for explanations, on condition that the request mentions the non-fulfillment of the obligations of the contract.

This Insurance is valid up to the complete execution of the contract.

[Representative of the bank / insurance company]

Appendix 20

COMPLAINT FORM SUBMITTED TO THE CONTRACTING AUTHORITY

Complaint to: Contracting Authority

Section I Complainant Identification

The complainant can be a bidder or a potential bidder (e.g. individual, partnership,

Standard Tender Documents

corporation, joint venture).

Complainant's full name (please type)

Address

City

State

Postal code/ Zip
Code

Telephone No. (including area code)

Fax No. (including area code)

E-mail

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

Signature of authorized official

Date (year/month/day)

Telephone No. (including area code)

Fax No. (including area code)

Section II. Information about the Procedure

1. Identification Number

*Fill the contract number provided in the contract notification or bid documents including the **type of procedure used** for the procurement in dispute (e.g. Request for Proposal [RFP], Open procedure [OP], Restricted procedure [RP], Negotiated Procedure [NP], Consultative Service [CS], Designing Contest [DC].*

2. Contracting Authority

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Name of the Contracting Authority administering the procurement process.

3. Estimated value of the Procurement

Estimate of the contract value (amount in figures and words)

4. Subject of the Contract

Short description of works/ goods/ services being purchased. .

5. Deadline for Bid Submission

Deadline for Bid Submission

Date (year/month/day)

6. Contract Award Date

Date (year/month/day) if applicable

Section III. Description of the complaint

1. Complaint Legal Grounds

(Describe the legal infringement with regard to decisions, deeds, documents etc)

2. Detailed statement of facts and arguments

Give a detailed statement of the facts and arguments that support your complaint. For each reason of your complaint specify the date when you were informed on the facts related with the reasons of your complaint. Also mention the relevant sections of the bid documents, if applicable. Use additional sheets if necessary.

3. List of Appendixes

*In order for a complaint to be considered filed, it shall be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would normally include **any notification published, all bid documents, with all amendments and attachments; your proposal.** Indicate*

Standard Tender Documents

which information, if any, is confidential. Explain why the information is confidential or provide either a version of the relevant documents with confidential parts removed and a summary of the contents.

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

Note: Regarding the complaints to the Public Procurement Commission, please refer to the Complaint Form issued by this Institution

Fax No:

E-mail:

Signature and seal of the complainant

Appendix 21

DRAFT OF THE FRAMEWORK AGREEMENT (WHERE ALL TERMS ARE DEFINED) FOR WORKS / GOODS / SERVICES

[Use of this draft agreement is binding on all contracting authorities who will use the framework agreement]

No . __

DATED :

This Agreement is entered on [date] between [name and address of the Contracting Authority], hereinafter referred to as " the Contracting Authority " and [name and address

Standard Tender Documents

of Contractor] represented by [representative] , hereinafter referred to as " Contractor " .
Contractor , through its bid, dated [date] agrees to supply the goods, as specified in the terms set out in:

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

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

Article 1 Scope

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

[General description]

1.2 The framework agreement will be implemented by sending invitations for bids to economic operators, parties to the agreement. For example, wherever the Contracting Authority involved in this agreement, will purchase items under this framework agreement, he should send "invitation for bids " to the contractor, specifying the list of items to be supplied with their respective quantities.

1.3 Amounts provided herein are only for orientation purposes and do NOT oblige the Contracting Authority to acquire them. The Contracting Authority has the right to buy less or more quantities than those provided.

1.4 The Contractor shall not be entitled to compensation and will not be allowed to make changes to the unit prices, for example if the Contracting Authority decides to buy less or more quantities than those provided specified and / or if the Contracting Authority decides not to buy ANY of these quantities for some items.

1.5 Duration of the framework
agreement:_____

Article 2 Price

2.1 The unit prices for work / goods / services are shown in the Form of the Bid Price.

2.2 Unit Prices shall be fixed and not subject to change for orders placed on this framework agreement.

Signatures and Dates

For the Contractor

For the Contracting Authority

Standard Tender Documents

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

Appendix 22

DRAFT FRAMEWORK AGREEMENT (WHERE NOT ALL THE TERMS ARE DEFINED) FOR WORK / GOODS / SERVICES

Name of the Contracting Authority,

And

Name of the Contractor

Agree as follows :

To sign the framework agreement for the object : < insert title > with identification

Standard Tender Documents

number : < *insert Procurement Number* >

Article 1 Scope

1.1 The object of this framework agreement is to establish the rules for contracts that will be connected via Mini - competition 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 the conditions for the contracts that will be entered into, based on it.

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

Article 2 Liabilities of the Parties

2.1 The Contracting Authority, a party to this agreement, shall send to the Contractor an " Invitation to Bid " whenever there is a need for work / goods / services .

2.2 The Contractor is obliged to submit a bid whenever required by the Contracting Authority.

Article 3 Contracts in the implementation of the Framework Agreement

3.1 Contracts will be signed only after the Mini - competition process.

Article 4 Mini - competition process

4.1 The mini- competition process will be conducted with all economic operators, parties to the framework agreement, wherever there is a need for work / goods / services to the Contracting Authorities.

4.2 The Contracting Authority will re - open competition under the same conditions or other conditions set forth in the invitation for bids, as laid down in the tender documents.

4.3 Whenever there is a need for works / goods/ services, the Contracting Authority must prepare Invitations for Bids and send them to all economic operators, parties to the framework agreement. Evaluation of Bids will be based on the criteria set out in the Invitation to Bid.

Article 5 Duration of the framework agreement_____

Signatures and dates_____

Standard Tender Documents

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

Appendix 23

[*Appendix to be completed by the Contracting Authority*]

CANCELLATION NOTICATION FORM

1. Name and address of Contracting Authority

Name _____
Address _____
Tel/Fax _____
Email _____
Website _____

2. Type of procedure: _____

3. Reference Number:

4. Subject of the contract

5. Limit Fund

6. Reasons for Cancellation:

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

- a) ;
- b) ;
- c) ;
- ç) ;
- d) ;
- dh) ;

Ect. _____

7. Additional information _____

Date of delivery of this notification
