



**Republic of Albania**  
**Ministry of Infrastructure and Energy**

**STANDARD TENDER DOCUMENTS FOR THE**  
**OPEN PROCEDURE**  
**PUBLIC WORKS<sup>1</sup>**

***“Construction of Llogara Tunnel” (at road section Orikum-Himarë, part of  
SH8 Highway (Vlorë-Sarandë)***

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<sup>1</sup> In the event that no specific provisions are provided in this set of documents, the contracting authority/entity shall refer to the provisions of the legislation and the public procurement rules in force.

## NOTIFICATIONS

### PRELIMINARY INFORMATION NOTIFICATION/ PERIODICAL NOTIFICATION OF INFORMATION

*(To be filled by the contracting authority/entity, if applicable)*

#### 1.1 Name and address of Contracting Authority/Entity:

Name \_\_\_\_\_

Address \_\_\_\_\_

#### 1.2 Type of Contracting Authority/Entity:

Central institution

Independent Institution

Local authority unit

Other

#### 1.3 Category of Contracting Authority/Entity:

Contracting authority/entity procuring for its own needs

Central Purchasing Body

Delegated

Other

#### 1.4 Name and address of the Contact Person:

Person (s) responsible for procurement: \_\_\_\_\_

Tel/fax \_\_\_\_\_

E-mail \_\_\_\_\_

#### 1.5. Scope of contract/framework agreement and code according to the Common Procurement Glossary (CPG):

\_\_\_\_\_

1.6 Type of procurement procedure: \_\_\_\_\_

1.7 Contract type: \_\_\_\_\_

#### 1.8 Estimated limit fund for this contract/Framework Agreement/Estimated limit fund for this object as planned in the budget provision of the Contracting Authority/Entity

*(in case of a framework agreement or multi-year contracts):*

\_\_\_\_\_

1.9 Approximate duration of the contract/framework agreement: \_\_\_\_\_

**1.10 Short description of the contract/framework agreement/or Lot (s) if applicable:**

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**1.11. Type of Framework Agreement, if applicable:**

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**1.12 The approximate time for conducting the procurement procedure:**

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**1.13 Other information considered useful by the contracting authority /entity:**

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**CONTRACT NOTIFICATION**  
(To be filled by the Contracting Authority /Entity)

**Section 1: Contracting Authority /Entity**

**1.1 Name and address of Contracting Authority/Entity**

Name:	Ministry of Infrastructure and Energy
Address:	St. "Abdi Toptani", Nr. 1, Tirana, Albania
Phone/Fax:	+35542222245
E-mail:	<a href="mailto:info@infrastruktura.gov.al">info@infrastruktura.gov.al</a>
Website address:	<a href="http://www.infrastruktura.gov.al">www.infrastruktura.gov.al</a>
Person/s responsible for procurement: (name, e-mail)	Valbona Pepa <a href="mailto:valbona.pepa@infrastruktura.gov.al">valbona.pepa@infrastruktura.gov.al</a>

**1.2 Type of Contracting Authority/Entity:**

Central institution

Independent Institution

Local authority unit

Other

**1.3 Category of Contracting Authority/Entity:**

Contracting authority/entity that procures for its own needs

Central Purchasing Body

Delegated

Other

**1.4. Contract based on a special agreement between Albania and another country:**

Yes

No

**1.5 Contract co-funded by an international organization or international financial institution:**

Yes

No

**1.6 Reserved contract:**

Yes  No

**Section 2: Scope of the Contract:** *“Construction of Llogara Tunnel” (at road section Orikum-Himarë, part of SH8 Highway (Vlorë-Sarandë))*

**2.1 Reference number of the procedure / Lot (s)**  
Ref 98814-06-22-2021

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**2.2. Code according to the Common Procurement Glossary (CPG)** \_\_\_\_\_

**2.3 Type of “Contract for public works”**

Execution  
of works

Design and execution of works

**2.3.1 Method of procurement**

Works  
requiring  
measurement

Turnkey contract

**2.4 Contract under the Framework Agreement:**

Yes  No

**2.5 Type of Framework Agreement**

**With one Economic Operator**   
**With several Economic Operators**   
**All conditions are defined** Yes  No

**2.6 Framework agreements with one economic operator:**

In the case of a Framework Agreement with one Economic Operator, where all terms are defined, provide below the reasons for the selection

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**2.7 Framework agreement with several economic operators:**

**Number of economic operators with whom the Framework Agreement shall be concluded:** \_\_ (Here, the maximum number of economic operators with whom the Framework Agreement shall be concluded shall be specified)

**2.8 Conditions to be applied in case of reopening of competition:**

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**2.9 Contracting Authority/Contracting authorities or Contracting entity/entities that shall be a party to the Framework Agreement:** (here all contracting authorities/entities that shall be the beneficiary parties of the framework agreement shall be listed)

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**2.10 Brief description of the contract/ Framework Agreement:**

1. Limit fund/expected value of the contract: **18 967 810 952.08 ALL, (eighteen billion nine hundred sixty-seven million eight hundred ten thousand nine hundred fifty-two point zero eight) Albanian Lek, VAT excluded.**
2. In the event when the procurement scope of works consists of several items, **the sum of the unit prices is \_\_\_\_\_**
3. Source of financing: **State Budget**

**2.11 Duration of the contract or the contract execution time:**

Duration in months **37** or days □□□

Or

Starts on □□/□□/□□□□ ends on □□/□□/□□□□

**2.11.1. Duration of the Framework Agreement:**

<p><b>Duration in months:</b> ____ <i>or</i> <b>days:</b> ____ (from the signature of the Framework Agreement)</p> <p><i>Or</i> starts on _____ / _____ / _____ (d/m/y)</p> <p>terminates on _____ / _____ / _____ (d/m/y)</p>
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**2.12 Location of the object of the contract:**

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**2.13 Division in Lots:**

Yes

No

X

*If yes,*

**2.14 Brief description of the Lots:**

(object and limit fund for each lot)

1. \_\_\_\_\_

2. \_\_\_\_\_

**2.14.1 A bidder may apply for:**

one Lot,

several Lots,

all the Lots.

A special offer shall be submitted for each Lot.

**2.14.2 Maximum number of Lots per Bidder:**

Specify the maximum number of Lots that may be awarded to a Bidder \_\_\_\_\_

**2.14.3 The Criteria/rules to be applied in defining the Lots that shall be awarded to the Bidder:**

Specify the criteria for defining the Lots that shall be awarded, when a Bidder is declared the winner of more Lots than the maximum number allowed in paragraph 2.14.2.

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**2.14.4 Combination of Lots in a joint contract/contracts (When the same bidder may be awarded more than one Lot):**

Yes

No

If yes, specify the group of Lots that can be combined

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**2.15 Options are accepted:**

Yes  No

**2.15.1 Subcontracting is accepted:**

Yes  No

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

*(subcontracting is not allowed more than 40 % of the contract value)*

\_\_\_\_\_

**2.15.2 The Contracting Authority/Entity shall make direct payments to the subcontractor:**

Yes  No

**Other remarks** *(if deemed necessary by the contracting authority /entity)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.16. Support in the capacities of other subjects:**

Specify whether the contracting authority/entity requires the critical works/tasks/aspects of the contract to be met by the economic operator itself or by any of the members of the union of economic operators, for which the bidder is not allowed to rely on the capacities of other entities.

Yes  No

**If yes, specify the critical task, works, aspects for which support is not allowed:**

Support is not allowed in any of the aspects of the Contract, except for the component of sewage and water supply system referring to the Bill of Quantity.

**2.17 Site visit**

**2.17.1 A site visit/preliminary conference shall be organized:**

Yes  No

**2.17.2 If yes, the time frame of execution and necessary information shall be defined to enable the participation of economic operators or the submission of possible requests for clarification by them:**

\_\_\_\_\_ (dd/mm/yr)



**Section 3: Legal, economic, financial and technical information**

**3.1 Bid security:** *(applicable in the case of procurement procedures with a value higher than the low value procurement).*

In the case of sectoral contracts, the contracting entity, at its own discretion, may require the submission of a bid security also in procedures below the upper monetary threshold.

The Economic Operator shall present the Bid Security Form, according to Annex 3.

The overall required amount of bid security is **379 356 219.04** *(Three hundred and seventy-nine million three hundred and fifty-six thousand two hundred and ninten point zero four ) Albanian Lek (ALL).*

In the case of bid submission for special Lots, the value of the bid security for each Lot shall be as follows:

Lot 1 \_\_\_\_\_ amount, currency

Lot 2 \_\_\_\_\_ amount, currency

**3.1.2** Contracting Authority/Entity shall accepts the value of the bid security payment by the bidder, in monetary value in the contracting authority/entity's account \_\_\_\_\_ *(specify the bank account number of the contracting authority or entity)*

**3.1.3** The contracting authority/entity shall accept the payment of the bid security amount by the bidder even in the form:

i. of a bank guarantee

or

ii. by insurance companies licensed by the competent authorities

**3.2 Validity period of the offer: 120 days** *(expressed in days)*

**Section 4: Procedure**

**4.1 Type of procedure:** Open Procedure for Public Works - Above the Upper Monetary Limit Threshold – Electronic Procurement System (EPS)

**4.2. Has prior/periodic notification of information been used:**

Yes

No

**X**

If yes, the reference number is \_\_\_\_\_

**4.2.1. The shorten deadline for acceptance of bids is applied** *(applicable for procurement procedures above the upper monetary threshold).*

Yes

No

**X**

**4.3 Reannounced procedure:**

Yes  X No

If it is a re -announced procedure, please fill the identification data of the canceled procedure:

a) The reference number in the electronic procurement system of the canceled procurement procedure

**REF – 81916-12-11-2020**

b) Procurement object of the canceled procurement procedure **“Construction of Llogara Tunnel” (at road section Orikum-Himarë, part of SH8 Highway (Vlorë-Sarandë)**

c) Limit fund of the canceled procurement procedure **19 180 880 463. 21 (nineteen billion one hundred eighty million eight hundred eighty thousand four hundred sixty-three point twenty-one) Albanian Lek (ALL) VAT excluded.**

#### 4.4 Award Selection Criteria:

A) **Cost-based most economically favorable offer**  X

According to the order of importance:

Price <input type="checkbox"/>	points <b>50</b>
Construction Schedule and mobilization period <input type="checkbox"/>	points <b>20</b>
Staff / Company Organizational Structure <input type="checkbox"/>	points <b>15</b>
Proposals for environmental and social impact mitigation measures	points <b>10</b>
Defect liability period /. <input type="checkbox"/>	points <b>5</b>

The contracting authority must specify the points for each defined criteria of evaluation.

#### **Evaluation methodology for The Most Economically Advantageous Bid (cost based)**

##### **Evaluation criteria explained:**

All criteria set for the evaluation of bids shall be as objective as possible and expressed in figures. In any case, where the criteria are more than one, the weight of the price criterion shall not be less than 50 points.

The maximum points that an offer may receive shall be 100.

Contracting Authority will evaluate specific criteria as follows;

- For criteria calculated with relative weight (relative to other successive bidders proposals) points will be calculated up to two (2) decimal points (0,00) (for criteria 1, 2.a & 5).
- For absolute evaluation criteria (2.b, 3, 4) points will be calculated as a whole number (0)

Criteria:

##### **1. Price [50] points**

The bidder should detail and describe his offer

The Points for this criteria will be calculated according to the formula:

$$P_{k1} = V_{\text{mink}1} \times P_{\text{maxk}1} / O_{k1}$$

$P_{k1}$	Awarded Points of the evaluated criterion
$V_{\text{mink}1}$	Lowest proposed value from successive bidders
$P_{\text{maxk}1}$	Maximum points given to the criterion that is being evaluated
$O_{k1}$	Bid indication for the criterion that is being evaluated

## 2. Construction Schedule and mobilization period [20 points]

The bidder can propose through providing a detailed construction schedule that details a proposed time of completion of works of the contract. The bidder shall justify in a (graphical and analytical) method the proposed time (not more than 37 months). Points will be awarded according to the description below separated according to sub-criterias:

Sub - criteria:

- a. Construction schedule and mobilization time proposal that includes: *[15 points]*
  - Mobilization time on site [not more than 3 months] [2 points]
  - Construction Schedule [13 points]

**\*Note:** The economic operator to justify their proposal of this subcriteria must provide minimally an analyses of the machineries that the bidder is proposing to engage per each construction phase and the approximate number of workforce per each construction phase.

Points for these sub-criteria will be calculated according to the formula:

$$P_{k2a} = V_{\text{mink}2a} \times P_{\text{maxk}2a} / O_{k2a}$$

$P_{k2a}$	Awarded Points of the evaluated criterion
$V_{\text{mink}2a}$	Lowest proposed value from successive bidders
$P_{\text{maxk}2a}$	Maximum points given to the criterion that is being evaluated
$O_{k2a}$	Bid indication for the criterion that is being evaluated

- b. Favorable factors / innovative equipment / work methodology that favors a time reduction for the completion of works *[0 – 5 points]*

## 3. Staff / Company Organizational Structure [15] points

The bidder should show in his offer that they will engage staff with sufficient experience in order to successfully execute the procurement scope of works. To demonstrate this fact, the economic operator shall provide for each members of his main staff the required documentation in-(Section 2.3 Special Contract Conditions). Points will be awarded according to the description below separated according to sub-criterias:

Sub - criteria:

- a. Academic background of key staff and work experience in the specific field. *[13 points]*

**\*Note:** The evaluation of this criterion will be realized as follows:

- I. Attestation that the staff fulfils only the special conditions of the contract for the staff [1 point]
- II. Attestation that the staff has the necessary academic qualifications above the minimal requirement required in the special conditions of the contract for the staff [3 points]
- III. Attestation that the staff has work experience in years above the minimal level required in the special conditions of the contract for the staff. [3 points].

IV Attestation that the staff has experience in nature/complexity similar to the scope of works of the Contract. [6 pike]

To fulfil the abovementioned criteria it must be provided the CV and attestation/reference/documentation provided by the previous employers or the beneficiaries.

- b. Organizational structure of the proposed staff that will be engaged in this project for the execution of the contracts scope of work. [0 - 2 points]

**\*Note:** To fulfil the abovementioned criteria the economic operator must provide the proposed organizational chart of the staff that will operate for the execution of the contract, methodology of interaction between the structures with one and other, with the works supervisor and the Contracting Authority/Entity. It would be an advantage the internal systems of quality control and quality assurance.

#### 4. Proposals for environmental and social impact mitigation measures [0-10 points]

The bidder shall provide a clear methodology on mitigation of environmental and social impact of the work (as described in Environmental and Social Impact Assessment). The bidder shall provide its own proposal regarding environmental and social risk management and mitigation. Points will be awarded according to the description below below separated according to sub-criterias:

Sub-criteria:

- a. Concrete proposals for use of eco - friendly materials / recycled materials / materials that minimize the environmental impact (equivalent or better than materials proposed by the designers). Use of energy efficient equipment / machinery. Drafting a proposal for a risk management and mitigation for environmental and social issues plan [0 - 5 points]
- b. Concrete proposals for improving the surrounding areas economy where the works will be executed as a social initiative of the bidder, through employment. [0 - 5 points]

#### 5. Defect liability period [0 – 5 points]

The evaluation of Points for this criterion will be awarded according to the description below:

Defect liability period of the works/equipment (not less than 2 years) [0 - 5 points]

Points for this sub-criteria will be calculated according to the formula:

$$P_{k5} = V_{\min k5} \times P_{\max k5} / O_{k5}$$

$P_{k5}$	Awarded Points of the evaluated criterion
$V_{\min k5}$	Lowest proposed value from successive bidders
$P_{\max k5}$	Maximum points given to the criterion that is being evaluated
$O_{k5}$	Bid indication for the criterion that is being evaluated

**\*Note - All the documents with proposals described from the economic operator in fulfillment of the abovementioned evaluated criterias will reflect the contracts terms (to include the concrete proposal) without implying any extra costs over the value of the bid provided for the execution of the works of the contracts (according to Annex nr. 1) due to abovementioned proposals.**

**OR**

B) price-based most economically favorable offer

**In the case of a framework agreement, when the unit price assessment criteria shall be used, for comparison purposes, the evaluation of submitted bids shall be made on the basis of a sum of the unit prices.** *(This, evaluation method shall not be used by the contracting authorities/entities when quantities are calculated on an annual basis, according to previous experience, and when the framework agreement is used for the procurement of continuous goods and services. In this case, the lower price shall be evaluated at the lowest total value offered).*

**4.5 Last deadline for submission and opening of bids:**

Date: **28/07/2021**(d/m/yr) Time: **12:00** (CET)

Place: \_\_\_\_\_

**When the Bid is required to be submitted electronically, the Bidders shall submit it electronically at the official website of the APP [www.app.gov.al](http://www.app.gov.al).**

**The information on the bids submitted electronically is transmitted to all Economic Operators who have submitted bids, upon their request.**

**4.6 The shorten deadline for the acceptance of bids is applied, according to the provisions set out in article 42 paragraph 6 of LPP (applicable for the procurement procedures above the upper monetary threshold).**

Yes  No

If yes, explain the reasons for shortening the deadline:

**4.7 Language (s) in which bids shall be drawn up:**

Albanian  English

**Section 5: Additional information**

**5.1 Documents requiring a fee (applicable only to procedures that are not conducted by electronic means):**

Yes  No

*If yes*

Currency \_\_\_\_\_ Price \_\_\_\_\_

This price covers the actual costs of photocopying and delivery of the Tender Documents (TD) to the Economic Operators. Interested Economic Operators have the right to consult TD prior to their purchase.

**5.2 Additional information (place, office, purchase method of tender documents (when applicable).**

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**The winning Economic Operator, when signing a public contract shall have:**

- **A copy of the Electronic Fiscalization Certificate, for taxpayers using the Central Invoice Platform.**
- **A copy of the Electronic Fiscalization Certificate and a valid copy of the contract concluded with the Certified Company of the software solution used, for taxpayers issuing invoices through software solutions.**

**Date of submission of such notification**                      **23/06/2021**

**INVITATION TO TENDER**

*[to be filled by the Contracting Authority /Entity in the Framework Agreement in the reopening of the mini-competition process]*

(enter the name of the Contracting Authority/Entity) invites the submission of bids in the procedure for execution of works according to the following Bill of Quantities:

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

(give an accurate description of the items of works, technical specifications and the concrete quantity required):

**Location for the execution of works:** (give a short description) \_\_\_\_\_

**Deadline for execution of works (according to the works schedule):** \_\_\_\_\_

Works must be executed within \_\_\_\_\_ days/months from the commencement date.

**Bids must be submitted at:**

.....[enter the correct address]

**Last deadline for acceptance of bids:**

.....

[Define the date and time]

**Award Criteria for the winning bid** \_\_\_\_\_

**Communication form:**

Paper form

Electronic form (e-mail, fax, etc.)

**Abbreviated Contract Notice**

(To be filled by the Contracting Authority /Entity for publication  
*in the Public Notices Bulletin*)

**1. Name and address of Contracting Authority/Entity**

Name Ministry of Infrastructure and Energy  
Address Str. "Abdi Toptani", nr. 1, Tirane  
Phone/Fax +355 4 2222245  
E-mail valbona.pepa@infrastruktura.gov.al  
Website www.infrastruktura.gov.al

**2. Type of procurement procedure:** Open Procedure for Public Works - Above the Upper Monetary Limit Threshold – Electronic Procurement System (EPS)

**3. Reference number of the procedure / Lot:** Ref 98814-06-22-2021

**4. Scope of the contract/Framework Agreement:** *"Construction of Llogara Tunnel" (at road section Orikum-Himarë, part of SH8 Highway (Vlorë-Sarandë))*

**5. Code according to the Common Procurement Glossary (CPG):**

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**6. Limit fund:** 18 967 810 952.08 ALL, (eighteen billion nine hundred sixty-seven million eight hundred ten thousand nine hundred fifty-two point zero eight) Albanian Lek, VAT excluded.

**7. Duration of the contract/framework agreement or deadline for its execution:** 37 months from Contract Signature

**8. Last deadline for submission and opening of bids:** (28/07/2021) Time.: 12.00 CET.



**PLANNING**

**OF CONTRACTS UNDER FRAMEWORK AGREEMENT**

[To be filled by the Contracting Authority /Entity in the Framework Agreement]

<input type="checkbox"/> Work:  The approximate number of planned contracts to be awarded based on the Framework Agreement?  _____		
Contract number	Title of the contract	Brief description of the contract
<b>01</b>	_____	_____
<b>02</b>	_____	_____
<b>03</b>	_____	_____
...	_____	_____

*Note: This is a rough planning based on the needs that the contracting authority/entity may have and is a guideline for parties to the process.*

**NOTIFICATION ON AMENDMENT OF TENDER DOCUMENTS**

(To be filled by the *contracting Authority/ Entity*)

**1. Name and address of Contracting Authority/Entity**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

**2. Contacts of the person (s) in charge of procurement:**

Name \_\_\_\_\_  
E-mail \_\_\_\_\_

**3. Type of procurement procedure:** \_\_\_\_\_

**4. Type of the contract/Framework Agreement:** \_\_\_\_\_

**5. Reference number of the procedure / Lot:** \_\_\_\_\_

**6. Scope of the contract/Framework Agreement:** \_\_\_\_\_

**7. Code according to the Common Procurement Glossary (CPG):** \_\_\_\_\_

**8. Limit Fund:** \_\_\_\_\_

**9. Relevant reasoning, arguments and legal references for the need to amend tender documents:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. If the deadline for acceptance of bids is extended, the new defined deadline shall be indicated:**

\_\_\_\_\_

**Note:**

**The Annex of amendments in the tender documents shall be attached to this notice.**

**NOTIFICATION ON AMENDMENT OF THE FRAMEWORK AGREEMENT/CONTRACT  
DURING IMPLEMENTATION**

*(To be filled by the Contracting Authority /Entity)*

**1. Name and address of Contracting Authority/Entity**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**2. Contacts of the person (s) in charge of procurement:**

Name \_\_\_\_\_

E-mail \_\_\_\_\_

**3. Type of procurement procedure:** \_\_\_\_\_

**4. Type of the contract/Framework Agreement:** \_\_\_\_\_

**5. Reference number of the procedure / Lot:** \_\_\_\_\_

**6. Scope of the contract/Framework Agreement:** \_\_\_\_\_

**7. Code according to the Common Procurement Glossary (CPG):** \_\_\_\_\_

**8. Limit fund:** \_\_\_\_\_

**9. The situation according to the provisions of article 127 of the LPP and the respective arguments to use it:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Description of the modification of the contract/Framework Agreement, including nature and quantity or value of works**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Total value of the signed contract/ framework agreement:** \_\_\_\_\_

**12. Amended amount (if applicable):** \_\_\_\_\_

**13. Duration of the contract/Framework Agreement:** \_\_\_\_\_

**And the new time frame (if applicable):** \_\_\_\_\_

**14. Name and address of the Economic operator (s):**

Name \_\_\_\_\_

NUIS: \_\_\_\_\_

Address \_\_\_\_\_

Contacts \_\_\_\_\_

**15. Date of signature of the modification:** \_\_\_\_\_

**16. Source of financing:** \_\_\_\_\_

**17. Other information considered useful by the contracting authority /entity:** \_\_\_\_\_

\_\_\_\_\_

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## TENDER DOCUMENTS

### Contents:

#### **Section I: Guidelines for Economic Operators (Guidelines)**

The text of the section I cannot be modified by the contracting authority/entity or economic operators except for the completed information according to Contract Notice.

#### **Section II: Annexes for the preparation and submission of the bid**

Section II includes forms to be filled and submitted by the Economic Operator as part of its bid, as well as annexes to be filled by the contracting authority/entity, such as, Bill of Quantity, various technical projects, works schedule, technical specifications, selection criteria of bidders, terms of reference or design task, if applicable, describing the works that will be procured.

#### **Section III. Terms and Conditions of the contract (TCC)**

Section III includes general and special terms and conditions to be applied to all Contracts, Contract Security Form, and forms to be signed by both parties, such as the draft framework agreements, according to their types.

#### **Section IV: Complaint and Notifications for the process closure**

Section IV includes standard forms used by economic operators during the complaint process to the contracting authority/entity and the Public Procurement Commission, as well as the notices to be completed by the contracting authority/entity at the end of the procurement process.

## Section I: Guidelines for Economic Operators

### A. GENERAL

- |                                       |   |
|---------------------------------------|---|
| <b>1. Object of the procurement</b>   | <ol style="list-style-type: none"> <li>1. The object of the procurement procedure, as well as the number of contracts (Lots) and their objects shall be defined in the contract notification.</li> <li>2. Unless otherwise specified, the definitions and interpretations in these Tender Documents shall be in accordance with the definitions by the Law on Public Procurement (LPP) and the General Conditions of the Contract (GCC).</li> </ol> |
| <b>2. Eligible Economic Operators</b> | <ol style="list-style-type: none"> <li>a) Economic Operator is any natural or legal person or a public entity or group of persons/entities, according to the Guidelines for Economic Operators (herein after referred to as "Guidelines").</li> </ol>   |

In the event of a union of economic operators (UEO):

- 1.1. all the operators, members of this union shall have joint and several liability;
- 1.2. UEO shall attach to its bid, an agreement between parties where the Representative is designated and authorized, who shall have the authority to represent the UEO in the procurement procedure and, if the UEO is awarded the contract, also in the course of the implementation of the Contract.
- b) the Economic Operator shall consult all the guidelines, forms, terms and specifications in the Tender Documents. Failure of the economic operator to provide all information or documentation required by the Contracting Authority/Entity to the Tender Documents shall lead to the rejection of the Bid.

### **3. Clarification of the Tender Documents**

1. The potential bidder may request clarifications regarding tender documents from the contracting authority /entity, which must respond to any request for clarification of the tender documents made by any economic operator, provided that the request has been received no later than 6 days before the final deadline for submission of bids.
2. The contracting authority or entity must respond within 3 days from the submission of the request, in order to enable the timely submission of the bid by the economic operator and, without identifying the source of the request, must communicate the relevant explanation to all economic operators, who have received the tender documents.
- 3. If the Contracting Authority/entity decides to organize a site visit, it shall provide for such a thing in the Contract Notice. All economic operators interested in participating in the tender must have equal opportunity to observe the site where works shall be executed.
4. If the contractor Authority will organize a preliminary conference where all candidates can ask for clarification regarding uncertainties arising during the preparation of documents, it shall provide for such a thing in the Contract Notice.

**4. Modification in the Tender Documents**

1. The Contracting Authority/Entity, at any time before the expiration of the deadline for submission of bids may decide to make changes in the Tender Documents through the drafting of an annex with these changes.
2. Any annex shall be part of the Tender Documents and shall be published in the same way as the publication of the Tender Documents.
3. If the amendment of the Tender Documents is done in the first half of the Bid acceptance time limit period, the contracting authority or entity may extend the time limit for the receipt of bids. If the tender documents are amended in the second half of the bid submission time limit period, the contracting authority/entity shall extend the deadline for submission of bids by at least 10 days for procedures above the upper monetary threshold and by at least 7 days for procedures under high monetary threshold.

**B. PREPARATION OF BIDS**

**1. Bidding costs**

The Economic Operator shall cover all costs related to the preparation and submission of its bid, and the Contracting Authority/Entity shall have no liabilities or responsibilities for such costs, regardless of the development or result of the procedure.

**2. Bid Language**

The bid and all correspondence and documents related to the procurement procedure shall be submitted in the language/languages specified in the contract notice. Supporting documents and printed literature that are part of the bid can be in another language, provided that they are accompanied by an official translation of relevant fragments in the language specified in the notice.

**3. Bid Documents**

The bid shall contain all supporting documents as required by the Contracting Authority/Entity.

**4. Bid forms and Price Bill of Quantities**

The Economic Operator shall submit the Bid Form in accordance with the form set out in Section II: All accompanying forms must be filled without any change, no substitutes shall be accepted. All blank spots must be filled in with the required information.

Regarding the procurement procedures conducted using the paper form, the original of the bid shall be printed or written with ink that cannot be erased. All bid sheets should be linked together and numbered. All bid sheets, in addition to the unchangeable and printed literature, must be equipped with the initials or signed by the authorized person (s). Any change in bid must be readable and signed by the authorized persons.

**5. Alternative bids**

Unless otherwise described in the contract notice and tender documents alternative proposals or alternative completion times, shall not be taken into account.

**6. Prices**

1. The prices offered by the Economic Operator in the Bid Form shall comply with the requirements specified in the contract notice and the tender documents.
2. The Economic Operator must complete the Bid Form attached to these TD, specifying the items of the works to be carried out, quantities and their price at the time of bidding if possible (there is a draft – Bill of Quantities on the basis of which the works will be carried out).

When the contracting authority/entity has not compiled a draft-Bill of Quantity, but there is only one draft-idea or design task and terms of reference for the procurement object, the contractor presents only a total economic offer, if unable to present the items of works to be executed, quantities or their prices.

3. All prices must be quoted in the Currency as per the Contract Notice, including the applicable taxes and fees, VAT excluded. If prices are quoted in foreign currency as specified in the Contract Notice, then they shall be converted into Albanian Lekë (ALL) as per the exchange rate set by the Central Bank of Albania on the day of the delivery for publication of the Contract Notice and shall be kept on that exchange rate until the expiration of the period of bid validity.

4. The Bidder must specify in the Bid Form, the total Bid Prices for all the items of the Bill of Quantities, VAT excluded. The value of VAT when applicable is added to the given price and constitutes the total value of the Bid.

In the case of a Framework Agreement where NOT all conditions are defined, the prices for contracts based on the Framework Agreement are not fixed, they are the object of change after a mini – competition between Economic Operators, parties to the Framework Agreement.

- 7. Currency** The currency (s) of bids and and the currency (at) of payment shall be as per the contract notice.
- 8. Validation of the Economic Operator's Qualifications** To validate its qualifications for the execution of the Contract, the Economic Operator shall provide the required information in Section II: Annexes.
- 9. Validity period of the Bid**
1. Bids shall be valid for the period specified in Contract Notice after the Bid submission deadline defined by the Contracting Authority/Entity; the Offer for a shorter period is not valid and will be rejected.
  2. Bid Security can be presented in one of the following forms:
    - a) Payment by the bidder, in monetary value to the account of the contracting authority /entity
    - b) bank guarantee
    - c) insurance guarantee

The above documents shall be valid for the entire period of validity of the Bid.
  3. The validity period of the Bid starts from the moment of bid opening. In any case, at least 5 days before the end of the bid validity period, the Contracting Authority/entity may ask the Bidders, in a written form, to extend the period of validity until a specified date. The Bidder may reject this request in writing, without losing the right for a refund of the Bid Security, when there is one. A Bidder that agrees to extend the Bid validity period shall notify the Contracting Authority/Entity in writing and shall provide a prolonged Bid security, if there was one. The Bid cannot be modified. If the Bidder does not respond to a request made



by the Contracting Authority /Entity in relation to the extension of the Bid validity, or does not accept such a request, or does not submit a prolonged bid security, when required, the Contracting Authority/Entity shall reject the Bid.

4. If the contracting authority/entity has not made a written request to the economic operator to extend the period of validity of the bid, according to the provisions of the first paragraph of this article, then the economic operator cannot be penalized for this, thus its bid security shall not be confiscated.

#### **10. Bid Format and Signature**

In response to the Contract Notice, each Economic Operator submits the bid according to the standard forms on this TD. The offer shall be signed by the person/persons responsible for this purpose.

### **D. SUBMISSION AND OPENING OF BIDS**

#### **11. Submission of bids**

11.1 In case of procurement procedures conducted by electronic means, economic operators shall upload their bid in the electronic procurement system, as defined under the respective manuals.

11.2 With respect to the procurement procedures conducted in writing path, the Economic Operators shall submit only the original bid, closed in a non-transparent envelope, signed and sealed with the name and address of the Bidder and shall note: "Bid for execution of works; Notification No. \_\_\_".

**“DO NOT OPEN IT, EXCEPT IN CASES WHERE THE BID EVALUATION COMMISSION IS PRESENT, NOT BEFORE ----- d/m/y, Time-----”**

#### **12. Last deadline for submitting the Bids**

The offer should be submitted within the deadline determined by the contracting authority/entity. If the contracting authority/entity extends the time limit for the receipt of bids, economic operators can submit their offers within the extended deadline.

The date of the opening of bids shall be the same as the last deadline for submission of bids. If for objective reasons, caused by situation that was not foreseen by the contracting authority/entity at the time of the commencement of the procedure, it is impossible to respect the deadline for the opening of tenders by the contracting authority or entity, the reason must be documented and a new date for opening of the bids shall be set.

The bidders or their authorized representatives, who have submitted bids, are invited to participate in the opening of bids, if they are interested. Their failure to appear shall not prevent the opening of bids.

#### **13. Bids submitted late**

The Contracting Authority/entity shall not consider any bid that comes after the deadline for submitting them as specified in the Contract Notice, the electronic procurement system does not allow submission of bids that are not within the last deadline for submission.

#### **14. Withdrawal, Replacement**

1. The Economic Operator may withdraw, replace or modify its offer at any time until the last deadline for the receipt of bids.

- and Modifications**
2. In the procurement procedures conducted in writing path, bidders may modify or withdraw their bids provided that the modification or withdrawal is made prior to the expiration of the deadline for submitting bids. Both modifications and withdrawals must be communicated to the Contracting Authority/entity in writing, before the deadline for submission of bids. The envelope containing the statement of the Bidder shall note as follows: "BID MODIFICATION" OR "BID WITHDRAWAL".
  3. No bid may be withdrawn, replaced or modified after the deadline for submitting bids.

- 15. Opening of bids** Bids are opened after the expiration of the deadline for submission of bids specified in the tender documents.

#### **E. REVIEW OF BIDS**

- 16. Confidentiality** Contracting Authority/entity shall not disclose confidential information pursuant to article 16 of the LPP.

- 17. CLARIFICATION OF BIDS**
1. The Contracting Authority/entity, during the process of reviewing and evaluating bids, may require clarification from economic operators. Any explanation presented by the Economic Operator that does not respond to a request by the Contracting Authority/Entity shall not be taken into consideration. No change in prices or content of bids may be required, offered, or allowed except for the cases of confirmation of arithmetic errors found by the Contracting Authority/Entity during bid evaluation.

- 18. Valid bid**
1. A responsible/valid offer is the one that meets the requirements of the Tender Documents without material deviations, reserves or denial, as defined below:
    - (a) "**Deviation**" is the avoidance of the requirements specified in the Tender Documents;
    - (b) "**Reservation**" is the definition of restrictive terms or not the full acceptance of the requirements specified in the Tender Documents; and
    - (c) "**Non-acceptance**" it is non presenting of any part or all of the information or documentation required in the Tender Documents.
  2. If a bid does not respond to the Tender Documents' requests, it is rejected.

#### **F. EVALUATION OF BIDS**

- 19. Qualification of the Economic Operator**
1. For a part of the admission criteria required in the tender documents, the Economic Operator must submit a Self-declaration Summary Form as a preliminary evidence in the form of a statement stating that its Bid is in accordance with the Technical Requirements, terms and criteria's set out in the Contract Notice and in the Tender Documents.
  2. The information presented in the self-declaration form, which is found in a database, where the contracting authority/entity can directly access this information and/or document, should be accompanied by the relevant address for this database.
  3. The economic operator shall submit the required documentation for all criteria for which the self-declaration is not allowed.

4. The Economic Operator shall be responsible for all documentation submitted as part of the Bid. In case of verification of content of submitted documentation or of self-declarations, when their content does not prove true, the Economic Operator is in the conditions provided for in article 78, paragraph 1, letter (a) of the Law on Public Procurement (LPP).

**20. Exchange into single currency**

1. For the purpose of evaluation and comparison, the currency (ies) of the Bid shall be converted into a single currency as specified in the contract notice.

**21. Criteria for determining the winning bid**

1. The Contracting Authority/entity shall define the most economically favorable bid based on the criteria of determining the winning bid that are set out in the Contract Notice and in the Tender Documents as follows:

**Option 1) the most economically favorable bid based on cost:**

Regarding the evaluation criteria, the specific weight of each criterion should be clearly defined, respectively the number of points for each criterion and the manner in which all the points for successive bidders shall be calculated.

All the criteria set forth for the evaluation of bids are objective and expressed in figures. In any case, when there is more than one criterion, the specific weight of the price criteria shall not be less than 50 points. The maximum points a bid can get will be 100.

The formula based on which the points of the bidders are calculated, in any case, shall be:

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

Where:

Po - are the total points of the evaluated bid

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

Points for each criterion are calculated according to the formula:

$$Pk1 = Vmink1 \times Pmaxk1 / Ok1$$

Pk1 \_\_\_\_\_ Points of the criterion to be evaluated

Vmink1 The lower value of the criterion to be evaluated

Pmaxk1 The maximum points given to the evaluated criteria

Ok1 The supply indicator for the evaluated criteria

**Option 2) - The most Economically Favorable Bid, Price -Based:**

The contract shall be awarded to a Bidder who has offered the lowest Bid Price.

**Note: The Contracting Authority/Entity** shall select only one of the Options as evaluation criteria. The Use of both options on TD shall makes the procedure invalid.

3. The Contracting Authority /Entity shall award a contract to the Economic Operator, whose Bid has resulted to be the most economically favorable.

4. The Contracting Authority /Entity shall use as evaluation criteria a criteria set forth in the Contract Notice.

## 22. Bid evaluation and correction of arithmetical errors and abnormally low bids

1. The Contracting Authority /Entity shall review the submitted bids for arithmetical errors. If arithmetic errors are discovered when reviewing a bid, the authority/entity shall correct these errors, as follows:

If there is a discrepancy between unit price and the total price, resulting from the multiplication of the unit price by the quantity, the unit price shall prevail and the total price will be changed, respectively.

If there are any discrepancies in the total price, where the total amount is the sum or difference of the sub-totals, the sub-total price shall prevail and the total price shall be corrected on the basis of it.

If there is a discrepancy between words and figures, the amount given in words shall prevail. Exception to this rule is the situation when the amount concerns error, which shall be corrected according to sub paragraphs (a) and (b) above, therefore in this case the amount expressed in figures shall prevail and the amount expressed in words shall be corrected.

If there is a discrepancy between words and figures, the amount expressed in words shall prevail, unless the amount expressed in words relates to an arithmetic error, case in which the amount expressed in figures shall prevail on the basis of (a) and (b) above.

In any case, Bids with arithmetical errors shall be rejected when:

- the absolute value of all corrections is more than 2% of the economic bid value offered;
- the absolute value of all corrections is less than 2%, but the correction is not accepted by the bidder.

2. When contracting authorities/entities notice that the bid is abnormally low, they shall require the economic operator to submit in writing and within three working days, explanations about the price or costs proposed in the bid, in accordance with article 93 of the LPP and shall evaluate the information provided in consultation with the bidder and in accordance with the provision of this article.

- In the event that two or less bids are valid, in accordance with Article 93 of the LPP, the offer shall be regarded as abnormally low when it reduces the estimated limit fund more than 25%.

- in the event that three or more bids are valid, in accordance with Article 93 of the LPP, the offer shall be regarded abnormally low if its value is less than 85% of the average valid bids.

In case one or more bids are regarded as abnormally low, The Bid Evaluation Commission shall request clarification from the bidder, prior to taking the decision to reject or qualify them, in accordance with article 93 of the LPP.

In any case, a Bidder is required to submit in writing its justifications and shall provide written evidence explaining the specific element/elements of the bid, in accordance with the requirements of Article 93 of the LPP.

2.1 Formula to be applied, to evaluate an abnormally low bid, in case there are three or more valid bids, is as follows:

O - Bid

MO – Average of valid offers

N - Number of valid bids

PR (Zm) – Possible discounts

$$MO = O1 + O2 + O3 + \dots + On / N$$

$$PR = 85 \% Mo$$

The value of the evaluated bids < PR ..... thus the bid is abnormally low.

3. When the bidder does not accept the correction of an arithmetic error, or when the Bidder fails to provide an explanation to convince the Contracting Authority/Entity, in the case of an abnormally low bid, his bid shall be rejected.

4. The lottery process

If two or more bids have the same lowest price or the same points, the winner shall be determined by lottery, in the presence of bidders. The Bidders shall be notified on the date and time of the lottery. Failure of the bidders to participate in the process of lottery drawing does not constitute grounds for disqualification.

## D. CONTRACT AWARD

### 23. AWARD NOTIFICATION

1. Within the bid validity period, the Contracting Authority/Entity shall notify the successful Economic Operator that his Bid has been accepted, and is awarded the contract.

- 24. Signature of Framework Agreement/ Contract**
1. After the confirmation of the winner/s the Contracting Authority/Entity shall prepare, sign and invite the successful Economic Operator to sign the Framework Agreement/Contract.
  2. The Contracting Authority/Entity shall require the winner a Contract Execution Security. The amount of coverage for the execution of the contract shall be 10% of the contract value. The Contract Security Form is submitted before signing the contract.
- Contract execution security can be presented in one of the following forms:
- b) bank guarantee;
  - b) guarantees by insurance companies.

#### **DH. COMPLAINTS**

- 25. Complaint procedure**
1. Any Economic Operator, interested in the procurement object and risking to be harmed by the decision making of a contracting authority/entity shall simultaneously submit the complaint to the contracting authority/entity and the Public Procurement Commission, in relation to the Contract Notice, Tender Documents, qualification, selection or defining of the awarded bid, according to the provisions set forth in LPP and by Regulations.
  2. The Authority/Contracting Authority may ask the Public Procurement Commission, to issue an intermediate measure, for the non suspension of the procurement procedure.

#### **E. CANCELLATION OF THE PROCEDURE**

- 26. Cancellation of the procedure**
1. The contracting authority/entity shall publish the Notice of Cancellation of the Procurement Procedure, in the same way as they publish the Contract Notice, not later than 5 (five) days from the date of expiration of the deadline for filing complaints, or issuing a final decision regarding the complaint.
  2. The contracting authority/entity shall cancel the procurement procedure in cases where:
    - a) no relevant request has been submitted in the phased proceedings;
    - b) no suitable bid has been submitted in one-phase procedures;
    - c) finds that the tender documents contain significant errors or deficiencies;
    - d) due to unpredictable and objective circumstances, the needs or solvency of the contracting authority or entity have changed;
    - e) the Public Procurement Commission decides the cancellation according to the provisions LPP.

In addition, the head of the authority/entity shall decide the cancellation of the procedure pursuant to Article 19 of the LPP and Article 75 of the DCM 285/2021.

3. When the public procurement procedure is cancelled in accordance with letter "d" of paragraph 2, the contracting authority /entity must not announce a new procedure for the same procurement scope and with the same data.

## **Section II: List of Annexes**

Annex 1. Bid Form

Annex 2. List of Prices according to the Items of the Bill of Quantities

Annex 3. Bid Security Form

Annex 4. List of confidential Information

Annex 5. Technical Specifications Form

Annex 6. Schedule of Works Implementation

Annex 7. Selection/Qualification Criteria Form

Annex 8. The Self-Declaring Summary Form

Annex 9. Evaluation Form

Annex 10. Bill of Quantities

Annex 11. Disqualification Notice Form

Annex 12. Contract Award Form

Annex 13. Contract Award Form (After the Appeal Process)

Annex 14: Notification Form of Successful Economic Operators in the Framework-Agreement

Annex 15: Notification Form of Successful Economic Operators in the Framework-Agreement  
(After the Appal Process)



**Annex 1.**

*(Annex to be submitted by the economic operator)*

**BID FORM**

Date:

Reference number of the procurement procedure / lot:

For: **[Economic Operator inserts the name of Contracting Authority/Entity]**

The name of the Bidder and NUIS **[the Economic Operator inserts the name of the bidder and the NUIS]**

We, the undersigned, declare that:

- (a) We have consulted and have no reservations about the Tender Documents of the procedure having the scope: **Mark the scope of the procurement procedure published in the EPS]**, including the clarifications and Annexes issued.
- (b) We **[insert the name of the Economic Operator and a unique identification number, and/or members of the UEO, if applicable]**, are not excluded from the right to be awarded public contracts and are in compliance with the qualification requirements and the specific requirements of the contract as specified in the contract notice **[insert the scope of the procurement/Lot procedure]**.
- (c) We offer to execute for the Contracting Authority /Entity **[insert name of the Contracting Authority/Entity]**, in compliance with the Tender Documents (see below), Works **for [insert CPV of the relevant procedure/Lot from the the contract notice published in the EPS]** in accordance with the Technical offer, prices listed in the Bill of Quantities, all technical projects, and requirements in the design task or in compliance with the terms of reference, if applicable, and in compliance with Terms and Conditions of the Contract, which are reflected in the Tender Documents.
- (d) Our Bid is in accordance with the following documents:
  - 1. Guidelines for Economic Operators
  - 2. Contract Notice
  - 3. Evaluation criteria;
  - 4. Selection Criteria;

- 
5. Technical specifications, Projects and any technical documents;
  6. Price of the Bill of Quantity
  7. Terms of reference (if applicable)
  8. Design task (if applicable)
  9. General Terms of the Contract;
  10. Special Terms of the Contract;

(e) The total price of our Bid, **VAT excluded**, is. ----- [**Economic operator puts it in figures and words**];

(f) The total price of our bid, **VAT included**, is. ----- [**Economic operator puts it in figures and words**]

<b>Name of the representative of the Bidder</b>	
<b>Signature</b>	
<b>Seal</b>	

**Annex 2.***(Annex to be submitted by the economic operator)***LIST of PRICES ACCORDING TO THE ITEMS OF THE Bill of Quantities****Date:** \_\_\_\_\_**Reference number of the procurement procedure / lot:** \_\_\_\_\_**Name and unique identification number of Economic operators/economic operators (in case UOE):**  
\_\_\_\_\_**Currency** \_\_\_\_\_

In the event of a discrepancy between the unit price and the total price, these shall be regulated in accordance with the Guidelines for Economic Operators.

Prices and currency shall comply with the Guidelines for Economic Operators.

All the items in the price list Form according to the items of the Bill of Quantities and work execution schedule shall be written and the offered price shall be put for each item in the Bill of Quantities. Bill of Quantity items that are left without a price shall be considered as non-bidder items and will lead to the rejection of the offer.

**Detailed economic offer**

<b>No.</b>	<b>No. Analysis</b>	<b>Description of works</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price Unit</b>	<b>Total price</b>
1.						
2.						
3.						
<b>Sum:</b>						
<b>Reserve Fund</b>						
<b>Sum:</b>						
<b>VAT:</b>						

<b>TOTAL SUM</b>
------------------

Signature of Bidder \_\_\_\_\_

Seal

Note: Prices must be expressed in currency \_\_\_\_\_ (required in the tender documents)

### Annex 3.

[Annex to be submitted by the economic operator]  
 [Letterhead from the Bank/Insurance Company]

### BID SECURITY FORM

For: [Name and address of Contracting Authority/Entity]

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

\* \* \*

Procurement procedure [type of procedure]

Brief description of the contract: [scope]

Publication (if applicable): Public Notices Bulletin [ Data] [Number]/ Reference No. at the PPA website

\* \* \*

Referring to the above-mentioned procedure,

We certify that [the name of the insured Bidder] has deposited a deposit at [the name and address of the bank] / is guaranteed at [the name and address of the insurance company] at a value of [currency and value, expressed in words and figures] as a condition for the bid security, submitted by the abovementioned economic operator.

We take on the responsibility to transfer to the account [name of the contracting authority/entity] the secured value, within 15 (fifteen) days from your simple and first written request, without requiring explanations, provided that this requirement specifies the non-fulfillment of one of the following conditions:

- The Bidder has withdrawn or amended the Bid, after the Bid submission deadline or before the last deadline, if defined as such in the Tender Documents;
- The Bidder has refused to sign a procurement contract when the contracting authority/entity requests it;

- The Bidder has not submitted a contract security, when it is awarded the contract or has not satisfied any other condition before signing the contract specified in the Tender Documents.

This Security is valid for the specified period in [*contract notice*]

**[Bank / insurance company representative]**

#### **Annex 4.**

*(Annex to be submitted by the Economic Operator, if applicable)*

#### **List of Confidential Information**

(Write the information you want to keep confidential)

The type, the nature of information to be held confidential	The number of pages and items in the DST that you want to keep confidential	Reasons for keeping this information confidential	Final deadline for keeping this information confidential

#### **ATTENTION**

Any data that is not registered as confidential shall be considered to have the consent of the holder of such information and the Contracting Authority/Entity shall not be responsible for disclosing such information.

It shall not be considered a trade secret the information to be made public under the law, which concerns a violation of the law or that should be published in accordance with good commercial practices and principles of trade ethics. In concrete terms: The economic operator may not classify as confidential the bid price, the price list, the catalogue, information regarding the bid selection criteria, public documents, fragments from public registers and other information to be made public or that are not confidential in accordance with the legislation in force.

**Representative of the Bidder**

**Signature**

**Seal**

**Annex 5.**

*[Annex to be filled by Contracting Authority/Entity]*

**TECHNICAL SPECIFICATIONS FORM**

**Technical data of procurement works shall** be described as accurately as possible and in full, creating conditions for an open and impartial competition between all candidates and bidders. Technical specifications, with the exception of cases completely justified, shall be designed in such a way to take into account accessibility criteria for persons with disabilities or design for all users, as required by applicable legislation.

NOTE: Technical specifications, if not justified by the contract scope, shall not specify any product brand or specific source or special process, that characterizes the products or services offered by a specific economic operator, or any trademark, patent, type or origin or specific product, aiming to favor or disqualify some enterprises or products. Such a thing shall be permitted only in exceptional cases where there is not sufficient, accurate or comprehensible manner of describing the scope of the contract. Such reference must be accompanied by the words “or equivalent”.

Drawings, technical parameters etc:

Specification of materials:

Description of the request for implementation of services related to:

**Annex 6**

(Annex to be filled by Contracting Authority/Entity)

*(This Annex in the case of Framework Agreement shall be filled in by the Contracting Authority/entity only during the reopening of mini-competition process.)*

**SCHEDULE OF WORKS IMPLEMENTATION****Time frame of execution of Works:**

<i>1</i>	<i>2</i>	<i>3. Execution deadline.</i>				
<b>No.</b>	<b>Description of works</b>	<b>Week 1/Month 1</b>	<b>Week 2/Month 2</b>	<b>Week 3/Month 3</b>	<b>Week 4/Month 4</b>	<b>Week 5/Month 5</b>
1.						
2.						
3.						
4.						

Note: The Contracting authority/entity may extend lines depending on the items of the works and columns depending on the projected deadline for their implementation.



**Annex 7**

[Annex to be filled by Contracting Authority/Entity]

**SELECTION / QUALIFICATION CRITERIA FORM****1. GENERAL SELECTION AND QUALIFICATION CRITERIA**

The Bidder declares that:

- a) is registered in the trade register under the legislation of the country where it operates, or according to the particular legislation, in the case of a non-profit organization, has in the field of activity the object of procurement, and has active status;
- b) is not in the process of bankruptcy (active status);
- c) has not been convicted of any criminal offense pursuant to Article 76/1 of the LPP;
- ç) a person (persons) acting as a member of an administrative body, director or supervisor, shareholder or partner, or having representative role, decision-making or controlling role within the Economic Operator, is not convicted or has not been convicted by a final court decision of any criminal offense, as defined in Article 76/1 of the LPP;
- d) has not been convicted by a final court decision regarding professional activity;
- dh) there are no outstanding payments of taxes and social security contributions, or is in one of the conditions provided for in Article 76/2 of the LPP;
- e) has paid the electricity bills and meets the requirements arising from the legislation in force. This information is required for Economic Operators who operate in the territory of the Republic of Albania.
- f) is not in the conditions of conflict of interest according to the legislation in force;
- g) exercises its activity in accordance with relevant environmental, social and labor legislation;
- gj) has submitted an independent Bid, according to the requirements of the legislation in force;
- h) carries out the activity in accordance with the requirements of the legislation in force.
- i) does not have persons in the capacity of a member of the governing, managing or supervisory body, shareholder or partner, or with representative, decision making or controlling competences within his/her economic operator who have been in such capacity in an economic operator excluded from the right to receive public funds, by a decision of the Public Procurement Agency, during the period this decision is in force.

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

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These criteria shall be satisfied with the submission of the Self-declaring Summary Form of the economic operator on the day of bid opening, under Annex 8.

In the case of union of economic operators (UOE), each member of the group shall submit his or her own above-mentioned Self-declaration.

In the event that the bidding economic operator will rely on the capacity of other entities, the above-mentioned Self-declaration must also be submitted by the supporting entity.

**The General Admission Requirements shall not be amended by the Contracting Authorities/Entity.**

In any case, the Contracting Authority/Entity shall have the right to perform necessary verifications for the information disclosed by the Economic Operator, as for the above.

If the offer is submitted by a Union of Economic Operators, the following shall be submitted:

- Cooperation agreements between economic operators, where a representative is assigned, the percentage of joint participation, and the components each member of the union undertakes to execute.
- If an economic operator wishes to rely on the capacity of other entities, he must prove to the contracting authority/entity that the resources needed will be available to him, by submitting a written commitment of these entities for this purpose.

## **2. SPECIAL QUALIFICATION CRITERIA**

### **1. The Bidder must present:**

- a) The Self-Declaring Summary Form, according to Annex 8
- b) Bid Security Form, according to Annex 3.

### **2. The Bidder must present:**

#### **2.1 Suitability to perform professional activity:**

To demonstrate that the economic operator has been legally qualified, they shall submit the following documents:

- a) An attestation issued by a competent authority that operates in the jurisdiction of the economic operator, through which it can be proven that the economic operator capitals and assets are not the subject of a bailiff's enforcement order;

b) A document evidencing the organizational structure of the economic operator.

In addition:

- a) The economic operator should not be listed as an entity which cannot conduct commercial activity in Albania or EU states and should not be blacklisted by the International Financial Institutions' (IFIs) lists;
- b) The economic operator shall not appear on any United Nations list of persons suspected to be involved in terrorist activities or any other relevant national or international blacklists;
- c) The economic operator and any shareholder in its ownership chain, including its ultimate beneficial owner, or any of its subordinates or principals, shall not reside, have activities in, trade with or have links to the countries embargoed by the OFAC or subject to EU or UN sanctions or a country that is blacklisted by the EU;
- d) Documents submitted in languages different than English or Albanian shall be accompanied by a certified translation in Albanian;
- e) Documents issued by public authorities at other jurisdictions, and documents certified by a public notary at other jurisdictions shall be legalized as per the Hague Apostille Convention of 05.10.1961
- f) In the case of a joint venture of economic operators, each member of the group shall submit the above-mentioned documents.
- g) In the case of a consortium (joint operators), the following documents shall be submitted:
  - The notarized agreement under which the joint venture of economic operators is officially established.
  - The Special Power of Attorney.
  - The decision of the decision-making parties of the company or the Joint Venture of the Companies and / or the Consortium.
- h) In the case of a Consortium, each member of the consortium shall provide a declaration including an up-to-date list of shareholders and information on ultimate beneficiaries of the economic operator who ultimately owns or controls the company and/or the natural persons on whose behalf a transaction or project is being conducted, and/or those persons who exercise ultimate effective control over a legal person or arrangement, have substantial economic interest in or receive substantial economic benefit from the company. This information shall encompass in particular individuals who meet one or more of the five following conditions:
  - directly or indirectly hold more than 10% of shares in the economic operator;

- 
- directly or indirectly hold more than 10% of voting rights in the economic operator;
  - directly or indirectly holds the right to appoint or remove the majority of the directors of the economic operator;
  - has the right to exercise, or actually exercises, significant influence or control over the economic operator; and/or
  - where a trust or firm would satisfy one of the first four conditions if it were, any individual holding the right to exercise, or actually exercising, significant influence or control over the activities of that trust or firm.
- 
- Information on each beneficial owner shall include:
    - the present full name and any former name;
    - nationality and national identity number;
    - country of residence;
    - the date and place of birth;
    - level of beneficial ownership;
    - details of how the ownership, control or economic interest is exerted. If all such details have been filed on a centralized beneficial ownership register in the country of registration, the application may fulfill this requirement by cross-referencing and attaching such filing.

## **2.2 Economic and financial capacity:**

The economic operator shall have the necessary financial resources to execute the scope of procurement, and shall undertake any risk that might occur, as provided for or implied in the general and special conditions of the contract. In this context, economic operators shall demonstrate that they fulfill the following prerequisites:

- a) Audited copies of the balance sheets during the last 5 (five) years (2016, 2017, 2018, 2019,2020);
- b) An average annual turnover of 3 (three) out of the 5 (five) last fiscal years (2016, 2017, 2018,2019 and 2020) no less than 70% of the contract limit fund excluding VAT. For Joint Venture of enterprises, the average of the results before taxes for any 3 (three) of 5 (five) fiscal years of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- c) An average EBITDA of the last 5 (five) years (2016, 2017, 2018, 2019, 2020) of at least 20 million

EURO;

- d) The financial situation in an amount exceeding 8 million EURO. Credit lines are also accepted. For Joint Venture of persons, the sum of amount of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- e) The average of the results (earnings / losses) before taxes of any 3 (three) out of 5 (five) last fiscal years (2016, 2017, 2018, 2019 and 2020) must be positive (>0), as shown in the audited financial statements of the last three fiscal years. For Joint Venture of enterprises, the average of the results before taxes for any 3 (three) of 5 (five) fiscal years of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- f) The average of debt financing to the average of the equity of the economic operator of the 3 (three) out of 5 (five) last fiscal years must be less than 2 (two), as shown in the audited financial statements of the last three fiscal years. For Joint Venture of persons, the average of Debt Financing and the average of Equity for 3 (three) of 5 (five) fiscal years of each Member of the Joint Venture of enterprises shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor.

The above statements shall not have been issued no later than 30 days from the deadline for the submission of bids.

### 2.3 Technical capacity:

The economic operator shall demonstrate its technical capacity to execute the scope of procurement, and shall undertake any risk that might occur, as provided for or implied in the general and special conditions of the contract. In this context, the economic operator shall:

a) Demonstrate its:

- Successful experience as a contractor or partner in a joint venture, union of enterprise or a JVCA in the execution of at least 1 (one) contract for road tunnel construction, of a nature and complexity comparable to the present contract within the last 5 (five) years prior to the tender submission deadline, of a total cumulative tunnel(s) length of at least 8 km.
- Successful experience as a contractor or partner in a joint venture, union of enterprise or a JVCA in the execution of at least 1 (one) contract for road tunnel construction, of a nature and complexity comparable to the present contract within the last five 5 (five) years prior to the tender submission deadline, including at least 1 (one) tunnel of at least 5 km in length (in case of double tunnels / the length of the longest tube) and a construction budget of at least 50% of the contract limit fund.
- Successful experience as contractor or partner in a joint venture, union of enterprise or a JVCA in the execution of at least 1 (one) contract for road bridge construction, of a nature and complexity comparable to the present contract within the last 5 (five) years prior to the tender submission deadline, contract(s) that shall include at minimum the construction of 1 (one) bridge of at least 120 m in length.

**The bidders shall not claim as similar successful experience contracts that do not meet all the elements indicated above**

As evidence of previous experience, the economic operator shall submit his certificates (Annex 9 - Evaluation form of realized works) issued by a public entity, in which the value, timing and nature of the work carried out are written, as well as any other document provided for in the legislation in force to verify the successful completion of the works (Contract, final payment certificate, a performance certificate or a taking over certificate)

In the case of previous experience with the private sector, the economic operator shall submit its certificates, in which the value, timing and nature of the work carried out are written, accompanied by tax receipts and any other document provided for in the legislation in force as evidence to confirm the successful fulfillment of the works.

- a) Submit its professional licenses according to this procurement scope, if it is applied in the country of origin. Otherwise it shall submit any other documentation that demonstrates the right to conduct the professional activity in the country of origin. The foreign candidate/bidder shall make the conversion of professional licenses issued by the country of origin for the categories of works to the Ministry of Infrastructure and Energy in the Republic of Albania (failure to submit it shall comprise a disqualifying condition)

For this purpose, the economic operator shall submit the relevant company license as per the format provided for in Decision of Council of Ministers No. 42, dated 16.01.2008 "On the approval of the regulation for the criteria and procedures for issuing professional implementation, classification and disciplining licenses to legal subjects exercising construction activity", as amended.

Licenses shall cover at least the following categories related to the performance of the contract works or any other equivalent certification (i.e. General Constructor):

No.	License	Work Execution Category
1	NP-1-G	Ground excavation works
2	NP-2-G	Civil and industrial constructions
3	NP-4-G	Roads, highways, overpasses, railways, trams, subways, airport runways
4	NP-5-G	Underground workings, bridges and art works.
5	NP-9-D	River works and protection of hydraulic systems and bonification
6	NP-12-D	Environmental engineering works
7	NS-5 –A	Plant of traffic lighting signals
8	NS-6- C	Road non-lighting signals
9	NS-7-F	Road barriers and protection
10	NS-8-G	Construction of precast concrete, metal and wooden structures
11	NS-9-G	Special structural works
12	NS-10-G	Layers and special structures

13	NS-12 E	Thermal and Technological and Conditions Equipment
14	NS-13 E	Equipment of phone lines and telecommunications
15	NS-14-F	Internal, electrical, telephone, radiotelephone, TV Equipment
16	NS-18-B	Topo-geodesic works
17	NS-19-B	Acoustic barriers
18	NS-20-B	Geologic-engineering drilling, wells and drilling for water

- b) Confirm that it complies with all the requirements and international standards. Its certificates shall be issued by the Accredited Evaluation Conformity Body by the National Accreditation Body or an International Accreditation Body recognized by the Republic of Albania. It should be certified with at least the following standards:

Certification	Description
ISO 9001:2015	Quality Management Systems
ISO 14001:2015	Environment Management Systems
OHSAS 18001-2007 or ISO 45001	Occupational Health and Safety Management
ISO 39001-2012	Road traffic safety (RTS) management systems

*In cases of Temporary Union of Companies, each of the Operators shall comply with the legal qualification criteria.*

- c) The economic operator shall demonstrate through the evidence documentation of the individual employment contracts and payrolls/equivalent documentation issued pursuant to the applicable law in the country of origin that it has employed an average number of 250 employees for the December 2020 – May 2021 period, including the key experts' staff.

Submit the documentation regarding the key staff including at least the following positions:

Position	Total experience (years)	In similar works (years)	At this level in similar works (years)
Project Manager	20	15	8
Chief Geotechnical Engineer	15	10	5
Tunnel Operations Manager	12	8	5
Tunnel Shift Manager 1	10	7	4
Tunnel Shift Manager 2	10	7	4
Tunnel Safety Officer	10	7	4
Chief Engineer/Designer M&E Works	10	7	4
Architect/Designer of Building Works	10	7	4

For each member of the technical staff, the applicants shall provide the notarized Contract, Current Degree and CV.

d) Provide an evidence of the following technical equipment and machinery that the economic operator has available or could be available to it, necessary for the execution of the contract.

The applicant shall own, or have access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means), the following key items of equipment in full working order, and shall demonstrate that they will be available for use in the Contract.

	<b>Equipment type and characteristics</b>	<b>Unit</b>	<b>Minimum Number needed</b>
1	Aggregate crusher/screening plant/conveyor system	Pcs.	3
2	Concrete Plant with minimum capacity of 100 m <sup>3</sup> /hour.	Pcs.	3
3	Excavators with operating weight 10T	Pcs.	15
4	Hammer excavator	Pcs.	2
5	Miniexcavator	Pcs.	5
6	Front end wheel loaders	Pcs.	15
7	Jumbo Drills	Pcs.	5
8	Shotcrete machine	Pcs.	5
9	Tunnel fan system	Pcs.	5
10	Concrete pump truck	Pcs.	3
11	Concrete transit mixer truck	Pcs.	10
12	Water Tankers	Pcs.	2
13	Tunnel shutter sets	Pcs.	5
14	Asphalt plant, min capacity 100 T/h	Pcs.	1
15	Asphalt paver, min working width 10m	Pcs.	1
16	Tandem vibrating roller, minimum weight 8T	Pcs.	4
17	Pneumatic tired roller, minimum weight 12T	Pcs.	2
18	Haulage truck fleet, at least 15T	Pcs.	30
19	Dozer	Pcs.	3
20	Trucks >20T	Pcs.	15
21	Emulsion Tank	Pcs.	1
22	Generator	Pcs.	3
23	Welding Machinery	Pcs.	1
24	Crane truck	Pcs.	2

The above machinery shall be accompanied by the ownership documentation such as:

a. Machineries/ equipment owned:

- For machineries that are not registered: Purchase Invoice, Customs clearance, Sale Contract
- For machineries that are registered at public registers: Driving license, Certificate of ownership,



commissioning act and insurance.

b) For Machineries on lease/use/supply

- Relevant notary contract of Lease / Use/ Supply;
- Documents of the ownership of the machinery as set forth in the paragraph a. above

**All documents must be original or notary copies.**

**Cases of failure to submit a document or submission of false and incorrect documents shall be considered as conditions for disqualification.**





**Annex 8.**

*(Annex to be submitted by the economic operator)*

**THE SELF-DECLARING SUMMARY FORM**

I, I, the undersigned \_\_\_\_\_ in the role of \_\_\_\_\_ of the economic operator  
 \_\_\_\_\_ declare under my complete responsibility that :

**PART I: A. INFORMATION REGARDING THE ECONOMIC OPERATOR**

Identification	Answer
Name of the Economic Operator: (Please list all economic operators if you are an UEO. Please specify the role of economic operator in UEO)	-----
NUIS number/s:	-----
Postal address: Town / city; Postal code	-----
Representative (name):	-----
Phone:	-----
E-mail:	----- ---

**B: STATEMENT**

**For the sub-contractors and entities, whose capacities the Economic Operator will be supported by  
(if applicable)**

In the capacity of the economic operator, I declare under my complete responsibility that:

- **Information about the subcontractor**

Name of the proposed subcontractor	NUIS:	The percentage of subcontracting	Woks/equipment to be subcontracted by them

- Information on the entities, on whose capacity the economic operator will be supported

Name (s) of the entities	NUIS:	The type of capacity to be used as a support by the economic operator	Specify, concretely the capacity/capacities

I declare that, for the entity/entities in the capacity/capacities of which I shall rely, there is no reason for their disqualification or exclusion from the procedure pursuant to the provisions of Article 76 of the LPP, and I confirm with evidence that they will have the requested resources as stated.

## PART II: Reasons of exclusion

### A. DECLARATION ON MEETING THE GENERAL QUALIFICATION CRITERIA

STATEMENT	References (when applicable)
The economic operator is registered in the trade register under the legislation of the country where it operates, or according to the particular legislation, in the case of a non-profit organization, has in the field of activity the object of procurement, and has active status.	If the relevant documentation is available in electronic form, please indicate: Website address: [write it] Authority or issuing body: [write it] Type of document: [write it]
The economic operator has not been convicted of any criminal offense provided for in Article 76/1 of the LPP or has been convicted and passed a period of 5 years	If the relevant documentation is available in electronic form, please indicate: Website address: [write it]

<p>from the date of the execution of a sentence, if no other period has been defined by the court, according to the provisions of Article 76 of the LPP.</p>	<p>Authority or issuing body: [write it] Type of document: [write it]</p>
<p>Person/persons in the capacity of member of administrative body, director or supervisor, as shareholder or as a partner, or has a representative, decision-making or controlling role within the economic operator, as follows:</p> <hr/> <hr/> <p>etc..</p> <p>has not been convicted with a final court decision of any criminal offense provided for in Article 76/1 of the LPP or has been convicted and passed a period of 5 years from the date of the execution of a sentence, if no other period has been defined by the court, according to the provisions of Article 76 of the LPP, etc.</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it] Authority or issuing body: [write it] Type of document: [write it]]</p>
<p>The economic operator has not been convicted by a final court decision regarding his/her professional activity.</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it] Authority or issuing body: [write it] Type of document: [write it]</p>
<p>The economic operator is not in bankruptcy process (active status).</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it] Authority or issuing body: [write it] Type of document: [write it]</p>
<p>The Economic operator has paid all duties for taxes and social security contributions, according to the legislation in force, or is found in one of the cases provided for in Article 76/2 of the LPP</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it] Authority or issuing body: [write it] Type of document: [write it]</p>

<p>The economic operator has paid all electricity duties, for all addresses where <del>his</del> they exercise his/her activity, under the relevant applicable legislation.</p> <p>This information is required for economic operators who operate in the territory of the Republic of Albania.</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it]</p> <p>Authority or issuing body: [write it]</p> <p>Type of document: [write it]</p>
<p>The economic operator shall exercise its activity in compliance with the legal requirements in force, including environmental, social and labor legislation.</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it]</p> <p>Authority or issuing body: [write it]</p> <p>Type of document: [write it]</p>
<p>The economic operator is not on the list of economic operators prohibited from being awarded public contracts in accordance with Article 78 of the LPP.</p> <p>The economic operator does not have persons in the capacity of a member of the governing, managing or supervisory body, shareholder or partner, or with representative, decision making or controlling competences within his/her economic operator who have been in such capacity in an economic operator excluded from the right to receive public funds, by a decision of the Public Procurement Agency, during the period this decision is in force.</p>	<p>If the relevant documentation is available in electronic form, please indicate:</p> <p>Website address: [write it]</p> <p>Authority or issuing body: [write it]</p> <p>Type of document: [write it]</p>

**B: DECLARATION for the Submission of Independent Bids**

STATEMENT	Answer
<p>In the capacity of the economic operator, I make this statement in accordance with Article 1 of the Law No. 162/2020, dated 23.12.2020 "On Public Procurement", and law No. 9121/2003 "On Competition Protection" and I guarantee that the following statements are true and complete in every aspect:</p>	<p>_____</p>
<p>1. I have read and understood the content of this statement;</p>	<p>Yes [ ]</p>
<p>2. I understand that the submitted bid will be disqualified and/or excluded from participation in the public procurement if this Statement is deemed incomplete and/or inaccurate in all aspects;</p>	<p>Yes [ ]</p>
<p>3. I am authorized by the Bidder to sign this Declaration and to submit a Bid on behalf of the Bidder;</p>	<p>Yes [ ]</p>
<p>4. Each person, whose signature appears in the Bid documentation is authorized by the bidder to prepare and sign the Bid on behalf of the Bidder;</p>	<p>Yes [ ]</p>
<p>5. For the purpose of this statement and the bid to be submitted, I understand that the word "competitor" means any other economic operator, except for the Bidder, regardless of whether it is a union of economic operators or not, that:</p> <p>a) submits an offer in response to the Contract Notice made by the Contracting Authority/Entity;</p> <p>b) is a potential Bidder that, based on its qualifications, skills or experience, may submit a Bid in response to the Contract Notice.</p>	<p>Yes [ ]</p>
<p>6. The Bidder states that it has prepared its bid independently, without consulting, communicating and agreeing with any other competitor;</p>	<p>Yes [ ] No [ ]</p>
<p>7. The Bidder states that it has consulted, communicated, has entered into agreements with one or more competitors in connection with this procurement procedure. The Bidder states that the attached documents, the details of this bid include the names of competitors, the nature and reasons of consultation, communication, agreement or commitment (in the case of a union of economic operators or sub-contracting).</p>	<p>Yes [ ] No [ ]</p>
<p>8. In particular, without prejudice to points 6 and 7 above, there has been no consultation, communication, contract or agreement with any competitor on the following:</p>	<p>Yes [ ] No [ ]</p>



<p>a) prices;</p> <p>b) methods, factors or formulas used for the calculation of the price;</p> <p>c) the purpose or decision whether to submit a bid or not; or</p> <p>d) submitting an offer that does not meet the specifications of the demanded bid.</p>	
<p>9. Moreover, there has been no consultation, communication, agreement or contract with any competitor in terms of quality, quantity, specifications or specific requirements of works/services/equipment in relation to the concerned procurement, except as stated in paragraph 7 above.</p>	<p>Yes [ ] No [ ]</p>
<p>10. The terms of the bid are not disclosed or indicated to other Bidders in any way, either before the date and time of the official opening of bids, the bid award notice and the signing of the contract, unless required by law or if specifically stated under paragraph 7 above.</p>	<p>Yes [ ] No [ ]</p>

### C: STATEMENT ON CONFLICT OF INTEREST

STATEMENT
<p>In the capacity of the economic operator, we state that we are aware of the following:</p> <p>Conflict of interest is a situation of conflict between public duty and private interest of an official in which he/she has direct or indirect interests affecting, or which may affect or appear to have an undue influence on the wrongful performance of public duties and obligations.</p>
<p>In accordance with Article 21, paragraph 1, Law No. 07.04.2005, dated 9367, categories of officials as provided for in Chapter III, Section II, which are absolutely prohibited from benefiting directly or indirectly from the signing of contracts between one party and the public institution, are:</p> <ul style="list-style-type: none"> <li>- The President of the Republic, the Prime Minister, the Deputy Prime Minister, Ministers, or Deputy Ministers, Members of the Parliament, Judges of the Constitutional Court, Supreme Court Judges, Head of the High State Control, General Prosecutor, Judges and Prosecutors at the level of the First instance Court and the Court of Appeals, the Ombudsman, Members of the Central Election Commission, Members of the High Council of Justice, Inspector General of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of Regulatory Bodies (Supervisory Council of the Bank of Albania, including the Governor and Deputy Governor; competition; telecommunication; electricity; water supply; insurance; bonds; media authorities), general secretaries of central institutions as well as any public official in any public institution whose position is equal to that of the General Director, the heads of public administration bodies that are not part of the civil service.</li> </ul>

For civil servants of secondary level, according to Article 31 and officials according to Article 32 of Chapter III, Section 2 of this Law, prohibition in paragraph 1 of this Article, due to the private interests of the official, as provided herein, shall apply only in the case of entering into contracts within the area and territory of the institution and the jurisdiction of the institution where the civil servant works. This prohibition shall be applied even if the party in the contract is a subordinate institution.

When the official is mayor or deputy mayor of a municipality or commune or the chairman of a regional council, member of the respective council or official of a high management level of a unit of local government, the prohibition is applied only in the case of entering into contracts, as the case may be, with the municipality, commune or region where the official exercises functions. This prohibition is applied even in the cases when the party entering into contracts is a public institutions, under the dependancy of this unit (Article 21, paragraph 2, Law No. 9367 , dated 07.04.2005.

Prohibitions provided in Article 21, paragraphs 1, 2 of Law No. 9367, dated 07.04.2005, with the respective exemptions, shall apply to the same extent to the persons related to the official, i.e. spouse, cohabitant, adult children of the parents of the official and of the spouse and cohabitants.

I am aware of the requests and prohibitions provided in Law No. 9367, dated 07.04.2005, "On the Prevention of Conflict of Interest in the Exercise of Public Functions", as amended, and by laws adopted based on it by the High Inspectorate of Declaration and Audit of Assets, and Law No. 162/2020, dated 23.12.2020" On Public Procurement"

In accordance with these, I declare here that no public official, as defined in Chapter III, Section II of Law No. 9367, dated 07.04.2005, and in this statement, has any private interest, either directly or indirectly, with the legal entity I represent here.

#### **D. STATEMENT “On the implementation of legal provisions on labor relations”**

<b>STATEMENT</b>	<b>Answer</b>
In the capacity of the economic operator, I declare under my complete responsibility that:	
1. The economic operator shall guarantee the protection of the right to employment and profession by any form of discrimination provided by the applicable labor legislation.	Yes [ ] No [ ]
2. The economic operator has relevant employment contracts with its employees and guarantees safety and health measures for all and, in particular, for vulnerable groups, based on the labor legislation in force.	Yes [ ] No [ ]
3. The economic operator does not have any effective legal measure imposed by the State Labor Inspectorate and Social Services (ISHPSHSH). In cases when legal violations have been identified, the economic operator has taken the necessary	Yes [ ] No [ ]

measures to address them within the deadline determined by the ISHPSHSH.	

### Part III: Selection/Qualification Criteria

#### A. STATEMENT “On meeting technical specifications and schedule for the realization of the scope of the contract”

STATEMENT	Answer
In the capacity of the economic operator, we declare that we meet all the technical specifications as instructed in the tender documents, and we prove this through the certificates and documents submitted with this statement (if requested by the Contracting Authority/Entity), and we undertake to execute the works in accordance with the works Bill of Quantities and implementation schedule established by the Contracting Authority/Entity.	Yes [ ] No [ ]

#### B: STATEMENT “On the availability of the necessary employees for the realization of the works subject of contract”

STATEMENT	Answer
<p>In the capacity of the economic operator, I declare under my complete responsibility that:</p> <p>I have the necessary employees as specified in the tender documents, and I certify this with the relevant documentation, which I will present in original or notarized copies if I am awarded the contract, or if I am asked for clarification by the contracting authority/entity.</p> <p><b>Note:</b> If the Bidder is also supported by the labor force of other entities, it must state the following:</p> <p>Economic operator _____, will use the human capacity (labor force), of the supporting entity _____, which shall make available _____ employees (with relevant professions: _____, _____, _____ (if the case may be).</p>	<p><b>Employees</b></p> <p>Yes [ ] No [ ]</p> <p>If , yes, number of employees _____</p> <p>In addition, I have the following key personnel, according to the relevant profiles (professions/qualifications):</p> <p>1. Mr. _____, occupation _____, employed in our company, in the role of _____</p> <p>2. Mr. _____, occupation _____, employed in our company, in the role of _____</p> <p>3. Mr. _____, occupation _____, employed in our company, in the role of _____</p> <p><b>Machinery and vehicles</b></p>

	Yes [ ] No [ ]  If, yes, they are listed with concrete data
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**C: STATEMENT “On the availability of the necessary vehicles/ tools/machinery for the realization of the works subject of the Contract”**

In the capacity of the economic operator, I declare under my complete responsibility that I have the vehicles, technical means and other physical assets to execute this contract.

The following assets, regardless of their form of availability, are not committed in any other works and shall be made available only for the realization of this contract.

<b>In ownership</b>				
<b>Type of Vehicle</b>	<b>License plate</b>	<b>No. Driving permit</b>	<b>No. Chassis</b>	<b>Other</b>
1				
2				
3				
4				
5				

<b>Rent</b>					
<b>Type of Vehicle</b>	<b>License plate of the vehicle</b>	<b>No. Driving permit of vehicle</b>	<b>No. Chassis of vehicle</b>	<b>No. Lease cont. (notary)</b>	<b>Term of lease contract (start and end date)</b>
1					
2					
3					50
4					

5					
6					

Supply contract				
The material/product for which the supply contract is presented	No. Lease cont. (notary)	Term of lease contract (start and end date)	Other	
1.				
2				
3				
4				

#### D. Declaration on Non-engagement of Technical Capacities in other Contracts

STATEMENT	Answer
In the capacity of the economic operator <sup>2</sup> , I declare under my sole responsibility that:	
Equipment/vehicles/machinery stated in this procurement procedure, regardless of their form of availability, shall not be engaged in any contract or other works and shall be engaged only in the implementation of this contract.	
If required, the following technical staff:	

<sup>2</sup> This declaration has as its purpose the guarantee of the disponibility of the machineries for the successful fulfillment of the scope of works of the procurement contract in compliance with the requirements of Technical Capacities in the TD.

<p>Mr. _____ ,          occupation _____ , employed in our          company, in the role of _____          etc..</p> <p>declared in this procurement procedure, is not          engaged in any contract or other public          employment, which is in contradiction with the          construction field legislation, and shall be engaged          only for the execution of this contract.</p>	
---	--

**Date of submission of such statement** \_\_\_\_\_

**Name, Surname, signature** \_\_\_\_\_

**Seal** \_\_\_\_\_

Please make sure that:

- Each participant listed in a union of economic operators must submit a separate self-declaration form.
- In the event that the bidding economic operator will rely on the capacities of other entities, a special Self-declaration form must also be submitted by the supporting entity.

In any case, the Contracting Authority/Entity shall have the right to perform necessary verifications for the veracity of the information stated by the Economic Operator as per the above.

***Note: In any case, before awarding the contract, the contracting authority/entity must ask the winning bidder to submit the evidence document regarding the self-declaration summary form, as well as the documents submitted as part of the offer in electronic form. Such documents shall be submitted in original or in a certified copy.***

## Annex 9

[Annex to be submitted by the Economic Operator/]

### EVALUATION FORM

**(This form will be accompanied by the act of commissioning and Payment Certificates)**

Contracting Authority or Entity/Investor
Address/Tel.
Name of the Head/Administrator
<b>CERTIFY THAT:</b>
Contracting Authority or Entity /Investor has signed a contract

Name of the operator NUIS/  NUIS Union of operators/  Sub-contractors NUIS	
Address/es	
Object of the contract:	
Contract commencement data	Contract End Date
Value per contract	Value realized
% of the union of E.O. and description of works carried out by each member  Sub-contractors.	
Evaluation	(expressed in words)
	Executed
	Non executed
<b>Company</b>	
<b>Seal of Contracting Authority/Entity</b>	

**Annex 10**

*(Annex to be filled by contracting authority/entity)*

**BILL OF QUANTITIES**

**Annex 11:****Disqualification Notice Form<sup>3</sup>**

[Location and date]

[Name and address of Contracting Authority/Entity]

[Address of the Bidder]

Dear Mr. Ms. <Contact name >

We would like to thank you for your participation in the above-mentioned public procurement procedure. The procedure was carried out in accordance with the Law No. 162/2020 “On Public Procurement”.

Your bid was carefully evaluated based on the terms and requirements set out in the Contract Notice and the Bid file. We regret to inform you that you are disqualified because your offer is rejected for the following reason (s):

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If you think that the contracting authority/entity has violated LPP or RPP during public procurement procedure, you have the right to initiate a review procedure after the publication of the winning in accordance with the provisions of Chapter XIV of the Public Procurement Law.

Although we cannot use your services in this case, we believe that you will remain interested in our procurement initiatives.

Yours respectfully,

**Head of Contracting Authority/Entity**

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<sup>3</sup>Such notice shall be used in the case of procurement procedures conducted in writing



**Annex 12****CONTRACT AWARD FORM**

[Annex to be filled by Contracting Authority/Entity]

[Date]

To: [Name and address of the winning bidder]

Procurement/Lot procedure:

Number of procedures / Lot reference: Brief description of the contract: [Scope, quantity and duration of the contract]

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

Selection Criteria of the Winner:

Cost-based most economically favorable offer price-based most economically favorable offer 

Hereby, through his Notice we inform you that the following Bidders have participated in this procedure with the following values offered:

1. \_\_\_\_\_  
*The full name of the company* *NIPT number*

Value \_\_\_\_\_  
*(expressed in figures and words)*

2. \_\_\_\_\_  
*The full name of the company* *NUIS number*

Value \_\_\_\_\_  
*(expressed in figures and words)*

Etc. \_\_\_\_\_

From the participating bidders the following Bidders are disqualified:

1. \_\_\_\_\_  
*The full name of the company* *NUIS number* *reasons*

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2. \_\_\_\_\_

<i>The full name of the company</i>	<i>NUIS number</i>	<i>reasons</i>
	* * *	

Referring to the aforementioned procedure, we shall inform [*name and address of the winning bidder*] that the bid submitted with total value of \_\_\_\_\_ [*the relevant amount expressed in words and figures*] / total points received [\_\_\_\_\_] has been identified as successful bid.

Upon publication of this notice, the appeal terms shall begin according to the definitions in Article 109 of the Law No. 162/2020, dated 23.12.2020 “On Public procurement”.

**[Head of Contracting Authority/Entity]**

## Annex 13

**[Annex to be filled by Contracting Authority/Entity]****CONTRACT AWARD FORM 4****(AFTER THE APPEAL PROCESS)**

[Date]

To: [Name and address of the winning bidder]

Procurement/Lot procedure

Number of procedures / Lot reference: Brief description of the contract: [Scope, amounts and contract term] Previous publications (if applicable): Public Notices Bulletin [Data] [Number]

Selection Criteria of the Winner:

Cost-based most economically favorable offer price-based most economically favorable offer 

Hereby we inform you that the following Bidders have participated in this procedure with the following values offered:

1. \_\_\_\_\_  
*The full name of the company* *NUIS number*

Value \_\_\_\_\_  
*(expressed in figures and words)*

2. \_\_\_\_\_  
*The full name of the company* *NUIS number*

Value \_\_\_\_\_  
*(expressed in figures and words)*

Etc. \_\_\_\_\_  
 —

The following Bidders are disqualified:

1. \_\_\_\_\_  
*The full name of the company* *NUIS number* *Reasons*

2. \_\_\_\_\_

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<sup>4</sup> This form is applicable if there are any complaints

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The full name of the company	NUIS number	Reasons
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\* \* \*

Referring to the above mentioned procedure, we inform *[name and address of the award bidder]* that the bid submitted with a total value of *[the relevant amount expressed in words and figure]* total points received *[\_\_\_\_\_]* is identified as a successful bid.

Consequently, please submit to *[name and address of contracting authority/entity and contact reference]* the contract security, as provided in the tender documents, within \_\_\_\_\_ days from the day of receipt/publication of this notice.

If you do not agree with this request, or do not submit the contract security within the deadline, you are withdrawn from the signing of the contract, the bid security will be confiscated and the contract shall be awarded to the following bidder in the final classification, whose submitted bid has a total value of *[the respective value expressed in words and figures]*, as provided for in Article 83 of the Law No. 162/2020 “On Public Procurement”.

Complaints (final decision for handling of complaint/s no. date)

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**[Head of Contracting Authority/Entity]**

**Annex 14:**

[Annex to be filled by the Contracting Authority /Entity in the case of a Framework Agreement]

**NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE  
FRAMEWORK AGREEMENT**

[Date]

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\* \* \*

Procurement procedure

Brief description of the contract: [amount, scope, duration of the contract, etc.]

Previous Publications (if applicable): Public Notices Bulletin [ Data ] [Number]

Selection Criteria of the Winners:

Cost-based most economically favorable offer

price-based most economically favorable offer

Hereby, we inform you that the following economic operators participated in this procedure/lot with the respective values as follows:

1. \_\_\_\_\_  
*The full name of the company* \_\_\_\_\_  
*NUIS number*

Value offered / total unit prices and expected value of the contracts (if applicable) \_\_\_\_\_

\_\_\_\_\_  
*(expressed in figures and words)*

2. \_\_\_\_\_  
*The full name of the company* \_\_\_\_\_  
*NUIS number*

Value offered / total unit prices and expected value of the contracts (if applicable)

\_\_\_\_\_  
*expressed in figures and words)*

Etc. \_\_\_\_\_

–

The following economic operator are disqualified:

1. \_\_\_\_\_

*The full name of the company*

*NUIS number*

*Reasons*

2. \_\_\_\_\_

*Full name of the company* \_\_\_\_\_

*NUIS number*

*Reasons*

\* \* \*

Referring to the above procedure, we would like to inform you that the following economic operators are identified as successful:

1. \_\_\_\_\_

*The full name of the company*

*NUIS number*

Value offered / total unit prices and expected value of contracts (if applicable)

\_\_\_\_\_

*(expressed in figures and words)*

Total points received \_\_\_\_\_

2. \_\_\_\_\_

*The full name of the company*

*NUIS number*

Value offered / total unit prices and expected value of the contracts (if applicable)

\_\_\_\_\_

*(expressed in figures and words)*

Total points received \_\_\_\_\_

Etc. \_\_\_\_\_

Upon publication of this notice, the appeal deadlines shall begin according to the definitions in Article 109 of the Law No. 162/2020, dated 23.12.2020 “On Public Procurement”.

**[Head of Contracting Authority/Entity]**

**Annex 15**

[Annex to be filled by the Contracting Authority /Entity in the case of a Framework Agreement]

**NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE  
FRAMEWORK AGREEMENT**

**(AFTER THE APPEAL PROCESS<sup>5</sup>)**

*[Date]*

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\* \* \*

Procurement procedure

Brief description of the contract: [amount, scope, duration of the contract, etc.]

Previous Publications (if applicable): Public Notices Bulletin [ Data] [Number]

Selection Criteria of the Winners:

Cost-based most economically favorable offer

price-based most economically favorable offer

Hereby we inform you that the economic operators participated in this procedure/lot with the respective values as follows:

1. \_\_\_\_\_  
*The full name of the company* \_\_\_\_\_  
*NUIS number*

Value offered / total unit prices and expected value of contracts (if applicable)

\_\_\_\_\_

*(expressed in figures and words)*

2. \_\_\_\_\_  
*The full name of the company* \_\_\_\_\_  
*NUIS number*

Value offered / total unit prices and expected value of contracts (if applicable)

\_\_\_\_\_

*(expressed in figures and words)*

Etc. \_\_\_\_\_

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<sup>5</sup> This form is applicable if there are any complaints

The following economic operator are disqualified:

1. \_\_\_\_\_  
*The full name of the company* *NUIS number* *Reasons*
2. \_\_\_\_\_  
*The full name of the company* *NUIS number* *reasons*

\* \* \*

Referring to the above procedure, we would like to inform you that the following economic operators are identified as successful:

1. \_\_\_\_\_  
*The full name of the company* *NUIS number*

Value offered / total unit prices and expected value of contracts (if applicable)

\_\_\_\_\_  
*(expressed in figures and words)*

Total points received \_\_\_\_\_

2. \_\_\_\_\_  
*The full name of the company* *NUIS number*

Value offered / total unit prices and expected value of contracts (if applicable)

\_\_\_\_\_  
*(expressed in figures and words)*

Total points received \_\_\_\_\_

Etc. \_\_\_\_\_

As a consequence, you are required to submit to [*name and address of the Contracting Authority /Entity*] the contract security within \_\_\_\_\_ days from the date of receiving this notification to enter into the draft agreement.

COMPLAINTS (final decision for handling of complaint/s no and date) \_\_\_\_\_

**[Head of Contracting Authority/Entity]**



## **Section III Terms and Conditions of the Contract (TCC)**

This section contains:

Annex 16: General conditions

Annex 17: Special contract conditions

Annex 18: Contract Security Form

### **Annex 16**

### **General Conditions of the contract (GCC)**

These Contract General Conditions (CGC), together with Special Conditions and other documents listed therein, constitute a complete document which expresses the rights and obligations of the parties.

#### **Article 1 General provisions**

##### **1.1 Definitions**

In the Contract Conditions ("these conditions"), which include Special Conditions and these General Conditions, the following terms shall mean the following:

##### **1.1.1 Contract**

**1.1.1.1** "Contract" means paid contracts, concluded in writing, between one or more economic operators and one or more contracting authorities or entities, whose scope is the performance of works, in accordance with the LPP.

**1.1.1.2** "Contract documents" means documents listed in the Contract, including any change thereof.

**1.1.1.3** "Contract price" means the price paid to the Contractor as specified in the contract.

**1.1.1.4** "Completion" means fulfillment of all obligations, with or without penalty, by the Contractor in accordance with terms and conditions defined in the Contract.

**1.1.1.5** "Contract Termination" means failure to proceed with execution of the Contract according to the specifications in Article 28.

**1.1.1.6** "Technical specifications" mean the characteristics of works, materials/equipment/products to be used for the performance of the scope of the contract and any amendment and modification of these characteristics in accordance with the Contract.

**1.1.1.7** "Technical Projects" means the detailed visual and layout design (in the relevant drawings) of the requirements of the contracting authority/entity with regard to the size, volumes or technical details of the procurement object, according to the formats and/or standards set forth in the relevant legislation.

**1.1.1.8** "Total Bill of Quantities" means the volume of works specified in the project that are orienting, supplemented with the total defined price that is part of the Bid in a turnkey contract.

1.1.1.9 “Bill of Quantities per unit” means the volume of works specified in the project accompanied by the unit prices for the unchanged unit that are part of the Bid in a contract with works that need measuring.

“Project – idea” means the requests of the contracting authority/entity on the scope of the contract, presented schematically or graphically, not necessarily fully detailed but including at least the non variable minimum data of what is required to be executed.

“Terms of Reference” means an overview of the purpose, or structures of a project that describe the vision, objectives, scope, and the expected product, as well as its staff, roles and responsibilities, for realization of the requested product.

“Equipment” means machinery, vehicles and tools of the contractor brought temporarily into the construction site.

“Materials” means all supplies, including those for consumption, used by the contractor for the completion of works.

“Scope of the contract” means all Works that the contractor will provide under contract terms.

“Technical standards” means a technical specification approved by a recognized standardization body for repeated or continuous use. Such standards shall be used as rules, regulation or definition of characteristics to ensure that the materials and services processed meets the purpose.

“Deadline for execution of works” means the time needed for realization of the subject of the contract, expressed in detail in the Schedule of Works Execution.

“Catalogue” means a “book” containing a list of materials/equipment/products including descriptions of quality/specifications, as well as the method of mounting / installation or their use. “Project Manager” means a person designated by the Contracting Authority/Entity responsible for managing a contract for the Contracting Authority/Entity.

“Site” site means a physical place (location) where the works will be executed.

“Site inspection report” means the documents included in the tender documents that reflect factual and interpreted information about the situation of the surface areas and underground of the site.

“The activity/issue registers” is the document where all activities, processes or issues occurred during the execution of the works are recorded, with the date, cause, improvement measures undertaken if the case may be, the responsible party, their status or state at the end of the undertaken measures.

1.1.1.10 “Bid” means an economic bid and all other documents that the Contractor has submitted with an economic bid, as included in the Contract.

1.1.1.11 “GCC” mean the General Conditions of the Contract.

1.1.1.12 "SCC" means the Special Conditions of the Contract.

## 1.1.2 Contract Parties

1.1.2.1 “Party” means the signatories of the contract, as the Contracting Authority/entity and Contractor (who shall execute the works) according to the context.

1.1.2.2 "Contractor" means an economic operator (s) that will carry out works within the scope of the contract.

**1.1.2.3** "Subcontractor" means any entity designated as a subcontractor for the provision of part of works or Related Services.

### **1.1.3 Dates, Tests, Term and Termination**

**1.1.3.1** "Material/equipment Test" means tests (if applicable) specified in the Contract and carried out in accordance with technical specifications and relevant legislation, for the purpose of determining the parameters of materials/equipment, before allowing their use/mounting/installation on the site.

**1.1.3.2** "Day" means a calendar day.

### **1.1.4 Works**

**1.1.4.1** "Works" means all processes that the Contracting Authority/entity requires from the contractor for the realization of the contract object. Include excavation, construction, repair, renovation, installation, formatting, testing, shift, transport and any process provided in the tender documents including related services, also defined in the tender documents

**1.1.4.2** "Related services" means the case services related to the implementation of processes such as security, transport, installation, put in operation, training and initial maintenance or any other service of this nature under the Contract.

### **1.1.5 Other definitions**

**1.1.5.1** "Address of contracting authority" is the address specified in the SCC.

**1.1.5.2** "Force majeure" is defined in Article 25 "Force majeure".

**1.1.5.3** "Contract Security" is according to the definitions of Section 10 "Contract Security".

**1.1.5.4** "Location for the execution of the contract" or "site", means the location defined in SCC.

**1.1.5.5** "Unpredictable" or "Unexpected" means an objectively impossible event to predict at the time of the publication of the Contract Notice at the EPS .

**1.1.5.6** "Contract Modification" is according to the definitions of Article 26.

**1.1.5.7** "Legislation in the procurement field" shall mean LPP, Public Procurement Rules and other by laws based on and for the execution of LPP as specified in the SCC

**1.1.5.8** "Prohibited practices" shall have the meaning specified in the LPP.

## **1.2 Interpretation**

**1.2.1** Interpretation of the contract unless the context otherwise requires:

(a) words indicating a gender shall include all genders;

(b) words indicating the singular include the plural and the words that indicate the plural include the singular;

(c) provisions that include the word "agree", "agreed" or "agreement" require that the agreement to be documented in writing;

(d) "written" or "in writing" means a hand-written, type written, printed or made electronically.

### 1.2.2 Incoterms

(a) “Incoterms” means international commercial terms that constitute the rules of interpretation of commercial terms that define the respective obligations, costs, and risks related to the transfer of Goods from the seller to the buyer.

(b) unless it is not in accordance with any provision of the Contract, the meaning of any trade term and the rights and obligations of the Parties to it shall be as specified by the Incoterms.

(c) the Incoterms, when used, shall be regulated by the rules specified in the current edition of the Incoterms, specified in the SCC, and published by the International Chamber of Commerce.

### 1.2.3 Modification

Any modification of a contract not made in writing, and that does not have the date, or does not specifically refer to the Contract and is not signed by a duly authorized representative of each Party is invalid. The parties shall not modify any elements of the contract that would bring substantial changes in the conditions upon which the contractor is selected.

### 1.2.4 Renouncement

Any renouncement to the rights, competences or legal means of a Party according to the Contract shall be made in writing, shall have the date and signed by an authorized representative of the Party making such renouncement, and shall specify the right and extent to which it is being renounced.

### 1.2.5 The independent effect of the provisions of the contract

If any provision or condition of the Contract is prohibited or becomes invalid or unenforceable, a prohibition, invalidity or inapplicability thereof shall not affect the validity or applicability of any other provision or condition of the contract.

## 1.3 Communications

Whenever these conditions provide for the issuance or granting of approvals, certificates, consent, definitions, notice, reequrequests and settlements, these communication shall be:

(a) in writing and submitted in person (upon receipt), sent by mail or courier, or transmitted using any of the agreed electronic transmission systems described in SCC;

And

(b) delivered, sent or transmitted to the address of the recipient's communications as described by the SCC. However:

(i) if the recipient informs another address, communications will be submitted in accordance with the circumstances; and

(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, consents and definitions shall not be held or delayed without reason.

## 1.4 Law and language

The contract shall be regulated and interpreted in accordance with the applicable Albanian legislation.

The language of the contract shall be the one specified in the SCC.

The language for communications will be the one specified in SCC. If no language is specified there, the language for communications will be the subject of the contract.

Supporting documents and printed literature that are part of the Contract can be in another language, provided that they are accompanied by an official translation of relevant fragments, and for Contract interpretation purposes, this translation shall prevail.

The contractor shall cover all costs of translation and all risks of the accuracy of such a translation, for documents submitted by the contractor.

## **1.5 Priority of documents**

Documents comprising the contract shall be mutually construed as explanatory of each other. If in a document is found an unclarence or has a discrepancy, the Buyer shall issue any necessary clarification or instruction.

## **1.6 Drafting the Contract**

**1.6.1** Notification of the winning bid upon expiration of complaint deadlines shall serve for drafting the contract between the parties, which shall be signed within the time limit set forth in the Tender Documents.

**1.6.2** The existence of a contract shall be confirmed by signing of the contract document.

## **1.7 Copyright**

**1.7.1** Unless otherwise provided in the contract, the Copyright in all drawings, documents, products, equipment and other materials containing data and information provided to the contracting authority/entity shall remain to the latter, even if they are made available to the contracting authority/entity directly from any third party, including suppliers of materials/products or equipment used for the execution of works under contract.

## **1.8 Confidential Details**

The contractor and the staff of the contracting authority/entity shall disclose any such confidential information and other information that may reasonably be required to verify the Contractor's compliance with the Contract and to allow its appropriate implementation.

Each of them shall treat the contract data in a confidential manner to the extent necessary to carry out their respective obligations under the Contract or comply with the applicable laws. None of them shall publish or disclose particular data of processes, materials/products or equipment prepared by the other Party without the prior agreement of the other Party. However, contractors are allowed to disclose any publicly available information, or information required to prove their qualifications to participate in other procedures.

Notwithstanding the above, the Contractor may provide its subcontractor (s) with documents, data and other information obtained from the contracting authority/entity to the extent required for the SubContractor to carry out its work under the Contract. In such a case, the Contractor must include in his contract with the Subcontractor/s a provision providing for confidentiality as provided for the Contractor under this Article.

## **1.9 Compliance with laws**

When executing the contract, the Contractor complies with the laws in force.

Unless otherwise provided in the Special Conditions:

(a) the contractor shall provide and pay all permits, approvals and/or licenses from all local, state or national authorities or public enterprises in the country of the Contracting Authority/Entity that:

(i) such authorities or enterprises shall require the Contractor to obtain on his behalf, and

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(ii) are necessary for the execution of the Contract, including those required for the fulfillment of the relevant obligations by the Contractor and the Contracting Authority/entity under the Contract;

(b) the Contractor obtains and pays all permits, approvals and / or licenses by all local authorities, state or national or public utility enterprises in the country of the Contracting Authority?Entity that such authorities or enterprises require the Contractor to obtain on his behalf and that are necessary for the execution of the contract, including, without limitation, Contractor and subcontractor personnel visas and entry permits for all materials/equipment/products or imported machineries of the Contractor. The contractor obtains all permits, approvals and/or other licenses that are not the responsibility of the Contracting Authority /Entity according to paragraph 1.9 (a) herein and which are necessary for the execution of the Contract. The Contractor shall indemnify and compensate the Contracting Authority/Entity, from and against any and all obligations, damage, claims, fines, penalties, and expenses of any nature arising from the infringement of such laws by the Contractor or its personnel, including Subcontractors and their personnel, but without prejudice to Article 7.1.

#### **1.10 Joint and several liability**

If the contractor is a union of economic operators, all these economic operators shall assume joint and several liability toward the Contracting Authority/Entity for the observation of the Contract provisions.

#### **1.11 Inspection and Audit by the Contracting Authority/Entity**

The Contractor responds to questions and issues to the Contracting Authority/Entity any information or document necessary for (i) investigating claims of Prohibited Practices, or (ii). monitoring and evaluation by the Contracting Authority/Entity of the Contract and giving an opportunity to the Contracting Authority/Entity to review and address every issue related to the Contract.

The contractor shall keep all documentation related to the implementation of the Contract in accordance with applicable legislation.

### **Article 2 Prohibited Practices**

- 2.1** The contractor shall not authorize or allow any of its employees or representatives to engage in Prohibited Practices in relation to the procurement, award or execution of the contract.
- 2.2** If the Contracting Authority/Entity shall find out that the award of the contract was made under the terms of a conflict of interest and this fact was not possible to be identified before, it requires the Public Procurement Commission to declare the Contract absolutely invalid.  
If the Contracting Authority/Entity during the implementation of the contract has information on corruptive actions, shall informs the competent authorities.

### **Article 3 Notifications**

- 3.1** Any notice issued by one Party to another, in accordance with the Contract, shall be made in writing at the address specified in the SCC.
- 3.2** The notice shall have effect upon its delivery.

### **Article 4 Scope of the Contract**

- 4.1** Works, materials/equipment/products and related Services to be executed or used during the implementation of the contract shall be according to the technical specifications, related projects, terms of reference or design task, if the case may be, according to the conditions defined in the Tender Documents, as well as in the technical provisions in force.
- 4.2**

The terms of the contract shall not vary from those described in tender documents and award bid, except in cases where the Contractor, for objective reasons and beyond his/her influence at the time of bidding provides, at the same price, better conditions than those tendered.

## **Article 5 Execution of Works**

- 5.1** Execution of all the works foreseen in the draft-Bill of Quantities, terms of reference or design task, as the case may be, and Related Services will be in accordance with the requirements specified in the Tender Documents, as well as the technical requirements in force.

## **Article 6 Contractor Liabilities**

- 6.1** The Contractor shall be responsible for the Execution of all the works foreseen in the draft-project Bill of Quantities, terms of reference or design task, as the case may be, Related Services included in the Contract scope therein, in accordance with the requirements specified in the Tender Documents, as well as the technical requirements in force.

## **Article 7 Contract Price**

- 7.1** The price of the contract shall be unchangeable throughout the course of execution of the Contract, except as provided in Article 24.

## **Article 8 Payment Terms**

- 8.1** Contract price shall be paid as specified in SCC.  
The contractor shall be paid by the Contracting Authority /Entity for the works realized, in fulfilling all obligations provided for in the Contract.
- 8.2** Payments will be made immediately by the Contracting Authority/Entity, not later than the period specified in SCC upon submission of a receipt or demand for payment by a Contractor, and after the Contracting Authority/Entity has accepted it.
- 8.3** Unless otherwise provided in the SCC, the payment must be made in Albanian currency. The exchange rate of various currencies shall be the exchange rate of the Bank of Albania fixed on the day of the delivery for publication of contract notice.
- 8.4** In case of verification of delays in making payments by the Contracting Authority/Entity, although the Contractor has met all its obligations in accordance with the terms of the contract, outstanding liabilities and respective interest will be paid in accordance with provisions of Law No. 48/2014 “On late payments in commercial contractual obligations”.

## **Article 9 Taxes, Fees and other Charges**

- 9.1** In relation to the materials/equipment/products used for the realization of the object of the contract, produced abroad, not in the country of the Contracting Authority/Entity, the Contractor shall be fully liable for all taxes and fees, stamp duty, license fees and other such charges placed outside the country of the Contracting Authority/Entity.
- 9.2** In relation to materials/equipment/products used for the realization of the object of the contract, produced within the country of the Contracting Authority/Entity, the Contractor shall be fully liable for all taxes and fees, charges, license fees, etc., arising until the full execution and delivery of the contract object, to the Contracting Authority /Entity
- 9.3** If, in the country of the Contracting Authority/Entity shall be available to Contractor any exemption, discount, or tax favor, the Contracting Authority /Entity shall enable the Contractor to benefit from these facilities.

## **Article 10 Contract Security**

- 10.1** The contractor, within the deadline set by the Contracting Authority/Entity in the award notice, submits contract security in the amount specified in SCC.
- 10.2** In accordance with Article 10.1, the contract security shall be stated in the currency of the Contract and shall be in the form defined by the Contracting Authority/Entity under SCC.
- 10.3** The amount of contract security shall be paid to the Contracting Authority/Entity as compensation for any loss resulting from the non-fulfillment of obligations under the Contract by the Contractor.
- 10.4** Contract security shall be returned to the Contractor no later than thirty (30) days after the date of meeting the obligations of the Contractor under the Contract, including any guarantee liability, except as otherwise specified in the SCC.

## **Article 11 Subcontracting**

- 11.1** Subcontracting shall not be conducted without prior written approval of the Contracting Authority/Entity and not more than 50% of the contract value.
- 11.2** The Contracting Authority/Entity is allowed to make payment directly to the subcontractor for the works they will perform, with prior written approval of the Contractor.
- 11.3** The provisions of Article 2 shall also apply to the subcontracting.

## **Article 12 Specifications and Standards**

- 12.1** The contractor shall ensure that works, Related Services, or materials/equipment/products used for the realization of the object of the contract, are in accordance with the technical specifications, specific projects, terms of reference or design task, as the case may be, under the conditions specified in the Tender Documents, as well as the technical standards in force.  
The contractor shall not be liable for mistakes in projects, Bill of Quantities, design task, terms of reference, or any other aspect of technical specifications provided by the Contracting Authority/Entity, except in cases when the error was as obvious that the Contractor should have seen and advised the Contracting Authority/Entity for it.

Wherever reference is made in the Contract in relation to codes and standards, in accordance with which the contract shall be executed, additions or the revised version of such codes and standards shall be specified in the requirements of tender documents. Any change in any code or standard during the execution of a contract shall be implemented only after the approval by the Contracting Authority/Entity and shall be treated in accordance with Article 26 of these conditions and provisions of the LPP for the modification of the contract, Article 127.

- 12.2** The contractor, in case of discrepancies or deficiencies in the Draft Project-Bill of Quantity and site, within a time specified in the contract, shall presents the requests for amendments /modifications/adjustments for the implementation of the contract.
- 12.3** the Contracting Authority/Entity shall manage the requests for amendments/modifications/adjustments of the implementation of the contract, and shall ensure that these requests are reviewed by the relevant body within the time specified in the contract.

## **Article 13 Testing and Inspection**

- 13.1** The contractor shall carry out all tests and inspections required by the provisions of the contract. The cost of these tests and inspections shall be financed entirely by the contractor within the contract price. The Contracting Authority/Entity, at its costs, has the right to attend tests and/or inspections. If materials are produced or prepared in different locations from those of the contractor, the contractor must obtain permits for the Contracting Authority/Entity to attend these tests and inspections. 70



**13.2** The Contracting Authority/Entity may also ask the contractor to conduct other unexpected testing and inspections, not provided for in the contract, but deemed necessary to verify that the works are in conformity with specifications and terms of the contract. The Contracting Authority/Entity shall be responsible for the cost of these tests. Furthermore, if these tests interrupt Contractor's work progress, the Contracting Authority/Entity shall agree to change the schedule.

**13.3** The Contracting Authority/Entity shall reject any Work that does not pass the testing and/or inspection or is not in conformity with the technical specifications and conditions required for the implementation of the contract.

**13.4** the execution of tests or the inspection of the Works shall not free the contractor from any warranty or other obligation under the contract.

#### **Article 14 Insurance**

**14.1** Unless otherwise specified in the SCC, the contractor must provide that works, Related Services, or materials/equipment/products used for the realization of the object of the contract are fully insured against the loss or damage related to the realization, production or purchase, transport or any other process, in accordance with applicable Incoterms or in a manner specified in the SCC.

#### **Article 15. Technical and Environmental Security**

15.1 The contractor shall be responsible for the safety of all site activities.

15.2 The contract shall secure the construction site in such a way that minimizes environmental damage. For example, he/she shall save energy, water and other resources, reduce losses and minimize the use of the substances that harm the ozone, release of gases, compound organic harm substances and other substances, that harm health and the environment.

#### **Article 16: Discoveries**

Anything of historical value or significant value discovered suddenly on-site shall be declared and shall be acted in conformity with the legislation in force. The contractor shall notify the project manager of any such discovery and follow the instructions of the project manager for the administration procedure of such objects.

#### **Article 17: Site Availability**

The Contracting Authority/Entity shall grant the right of site availability to the contractor on the date of its entry specified in the tender documents. If the availability of any part of the site is not given within the starting date for the site or part of the site as provided in the tender documents, it shall be considered that the Contracting Authority/Entity has delayed the commencement of the contract implementation, and the contractor is entitled to request the amendment of the contract in relation to the extension of the deadline. The Contracting Authority/Entity and the contractor shall keep records of the entry date.

#### **Article 18: Measures concerning occupational safety and health.**

18.1 The Contracting Authority shall, and the Contractor shall ensure that during the implementation of the contract all the obligations regarding occupational safety and health, works, working place, or needs for specialized environmental, social or health and safety experience, shall be met, as defined during the preparation of procurement documents.

**18.2** Occupational Safety experts, part of the contractor staff/personnel, shall have the qualifications provided in the relevant legislation, to take the necessary measures to ensure compliance with the occupational safety requirements, during the implementation of the scope of the contract.

#### **Article 19. Reporting of Implementation Schedule**

19.1 Immediately Upon conclusion of the contract, the contractor shall present to the project manager a plan programme showing general methods, orders, arrangements, terms and critical paths for Works' activities.

19.2 The contractor, at intervals regularly filed as approved by a project manager, shall prepare reports indicating the progress achieved in any activity and the effects of progress on the remaining work, including any change in the sequence of activities.

## **Article 20 Compensated Damages**

The compensated damages due to the delay in completion of the Works shall be calculated based on the following daily fees:

- a) For contracts for the implementation period of not more than 6 months, the daily fee shall be 4/1000 of the non executed remaining corresponding value from the total contract price, but this value shall be calculated as a minimum above 25% of the value of the contract.
- b) For contracts for implementation period of not more than 12 months, the daily fee shall be 2/1000 of the non executed remaining corresponding value of the total contract price, but this value shall be calculated as a minimum above 25% of the value of the contract.
- c) For contracts for implementation period of more than 12 months, the daily fee shall be 1/1000 of the non executed remaining corresponding amount of the total price of the contract but this value shall be calculated as a minimum above 25% of the value of the contract.

## **Article 21 Warranty**

**21.1** The contractor ensures that the materials/equipment/products used during the realization of the works are new, unused and latest models and that they ensure the proper improvements of the procurement object, except when otherwise provided in the contract.

With the exception of any contractual or legal provision, the contractor shall ensure that works or materials/equipment/products used during the execution of works have no defects caused by any action or omission of the contractor or caused by the design/implementation, their production quality, or work under normal conditions of use, for conditions prevailing in Albania.

**21.2** The Contracting Authority/Entity shall define in the SCC the term of validity of the guarantee (if applicable), after the works subject of the contract, or any part thereof, as appropriate, is executed and taken over after their completion.

**21.3** The contractor shall notify the Contracting Authority/Entity, indicating the nature of such problems/defects along with all available evidence, immediately after finding out about it, but no later than ten days from the discovery. The Contracting Authority/Entity shall ensure all possibilities for the Contractor to inspect such defects.

- 21.4** After receiving the notification, the Contractor shall, within the specified period in SCC, repair or replace rapidly materials/equipment/products or damaged parts, without any cost to the Contracting Authority/Entity.

If, after receiving the notification, the Contractor fails to fix the defect within the specified period above, the Contracting Authority/Entity may make necessary arrangements at the Contractor's expenses. In any case, the Contracting Authority/Entity may decide to notify the Contractor of the termination of the contract.

## **Article 22 Patent Compensation**

- 22.1** The contractor shall compensate and indemnify the Buyer and its officials from and against claims, actions or administrative procedures, claims, losses, damages, costs and expenditures of any nature, including lawyer's fees and expenses, which the Contracting Authority/Entity may incur as a result of any violation or alleged violation of any patent, model, registered layout, trademark, copyright or another registered intellectual property right or that otherwise existed on the date of the contract due to:

(a) realization of works or installation of materials/equipment/products during the realization of the object of the contract

Such compensation shall not apply if materials/equipment/equipment or any part thereof is used beyond the terms of the contract or their use or part thereof is done in combination with any equipment, plant or other material not presented by the Contractor, in accordance with the Contract.

- 22.2** If a procedure has been initiated or a request is filed against the Contracting Authority/Entity deriving from the above-mentioned issues in Article 22.1, the Buyer shall immediately notify the Contractor and the Contractor at his own expenses and on behalf of the Contracting Authority/Entity shall undertake all actions for resolving any such procedure or claim.

- 22.3** If the contractor does not notify the Contracting Authority/Entity within thirty (30) days upon receiving such notification, then the Contracting Authority/Entity shall be free to perform the same thing on his behalf and account.

The Contracting Authority, at the request of the Contractor, shall provide the latter all available assistance in carrying out such procedures and shall be reimbursed by the Contractor for all reasonable expenses incurred in this way.

Contracting Authority/Entity shall compensate and indemnify the Contractor and employees, and its subcontractors from and against any claim, action or administrative procedure, which the Contractor may suffer as a result of any violation or alleged violation of any patent, model, registered layout, trademark, copyright or any other registered intellectual property right or that existed on the date of the contract arising from or in connection with any project, technical specification, drawing, or other documents or materials provided or outlined by or on behalf of the Contracting Authority/Entity.

## **Article 23 Restriction of Liability**

- 23.1** With the exception of cases of serious negligence or intentional violation:

(a) the contractor shall not be liable to the Contracting Authority/Entity, for any loss or indirect damage, or which has as a consequence, loss of use, loss of production, or loss of profits or interest costs, provided that this exception does not apply to any Contractor's obligation to pay the Contracting Authority/Entity for compensated damages;

and

(b) the general liability of the Contractor to the Contracting Authority/Entity, shall not exceed the Contract Price, except for cases in relation to the cost of repair or replacement of faulty materials/equipment/products, or any obligation of the Contractor to reimburse the Contracting Authority/Entity regarding the patent infringement.

#### **Article 24 Amendments to law and by-law**

- 24.1** If, after the date of submission of bids or the date of signing the contract, any law or by law in the Republic of Albania enters into force or is amended and affects the conditions, including the date of delivery or the contract price, the terms or the contract price shall be adjusted to the extent that the Contractor is affected in meeting its obligations under this Contract.

#### **Article 25 Force Majeure**

- 25.1** Failure to execute or delay in execution by one Party of any of its obligations under this Contract shall not be considered a violation of this Contract if such failure or delay is caused by any event of force majeure.
- 25.2** For the purposes of this Article, "The Event of Force Majeure" shall mean an event or a situation beyond the control of any Party, inevitable and unpredictable and not caused due to negligence or lack of care by any Party. Such events may include, but are not limited to, actions of a Party in its sovereign or contractual capacity, wars or revolutions, fires, flooding, epidemics/pandemic, quarantine restrictions and freight embargo.
- 25.3** In the event of a Force Majeure, the affected Party shall immediately notify the other Party in writing of such situation and its cause. Unless otherwise directed by the other Party in writing, the affected party shall continue to fulfill its obligations under the Contract for as much as it is reasonable and practicable, and shall require all reasonable alternative means for realization that are not hindered by the Event of the Force Majeure

#### **Article 26 Contract Modification**

- 26.1** The parties may modify the contract during its term, only if they are in any of the cases provided for in LPP.
- 26.2** The Contracting Authority, at any time, may ask the contractor to make modifications within the overall purpose of the contract in each of the following elements:
- a) Modifications in the project, drawing or specifications of the Works
  - b) Correction of the materials
  - c) Corrections in quantities
- 26.3** When the modification is accompanied by an increase in the value of the Contract, the total value of modifications should not exceed 20% of the value of the initial contract. When performing several consecutive modifications, this limitation should apply to the total value of all modifications. When the Contract contains a price review clause, the basis for calculating the maximum allowed value for modifications shall be the contract value at the updated price.
- 26.4** No modification of the Contract shall be made without prior approval of the Contracting Authority/Entity, accompanied by a written agreement signed by an authorized representative of the Contractor and the Contracting Authority/Entity

#### **Article 27 Extension of the Deadline**

- 27.1** Except as otherwise provided, the contractor must start implementing the contract immediately after its signature.

**27.2** Except when the Contracting Authority/entity agrees to the extension of the contract term, it is entitled to claim compensation for the delay in implementation if the contractor fails to deliver the works within the Full Delivery Deadline specified in the contract.

27.3 If at any time during the execution of the Contract, the Contractor or its subcontractors face conditions which hamper the timely completion of the works of the contract pursuant to Article 5, the Contractor shall immediately notify the Contracting Authority/Entity in writing of the delay, its possible duration and cause. As soon as possible after the notification from Contractor, the Contracting Authority/Entity shall analyse the situation and in its sole discretion, may extend the time of realization by the Contractor. In this case the extension is approved by the Parties and is reflected in the modification of the Contract.

27.4 Except in the case of a Force Majeure as provided in Article 25, a delay by the Contractor in executing the works according to the schedule as provided in the contract shall made the Contractor liable for payment of compensation damages, in accordance with the contract provisions.

27.5 The Contracting Authority/Entity may agree to an extension of the term also in other circumstances if it is in the public interest to do so. In case the contractor faces conditions preventing the implementation on time, the contractor shall immediately notify the Contracting Authority/Entity in writing of the delay, the cause and the proposed date of delivery or completion. The Contracting Authority/Entity shall evaluate the request. If the Contracting Authority/Entity agrees to the delay, the extension shall enter into force with a written amendment of the contract signed by the Contracting Authority/Entity and the contractor.

## **Article 28 Contract Termination**

### **28.1 Notification to correct**

If the contractor shall not meet any obligation provided in the Contract, the Contracting Authority/Entity may request through a Notification to fix such a failure to comply within fifteen (15) days.

### **28. Termination for non-compliance**

The Contracting Authority/Entity without prejudice to any other legal remedy in relation to a breach of the Contract, may, by written Notice for non-compliance sent to the Contractor, terminate the contract in its entirety or in part:

- a) The contractor fails to perform the Works within the period specified in the contract or within the extension provided;
- or
- b) the contractor fails to implement any other obligations of the contract.
  - c) If it is proven that the contractor is engaged in Prohibited Practices, as defined in Article 2, during the tender or during the execution of the contract.

All materials, Establishment of the Site and completed Works will become property of the Contracting Authority/Entity if the contract is terminated for non-fulfillment of its conditions

### **29. Termination for insolvency**

The Contracting Authority/Entity shall terminate at any time the contract by notifying the Contractor if the Contractor goes bankrupt. The contractor shall terminate the Contract at any time if the Contracting Authority/Entity has no solvency capability. In such a case, the termination shall be done without compensation for the Contractor, provided that such termination does not infringe or affect any lawsuit rights or legal means that has arised or shall arise later of the Contracting Authority/Entity

### **30 Termination due to Public Interest**

- a) The Contracting Authority/Entity may terminate the contract at any time if it deems that this action should be undertaken to best serve the public interest. 75
- b) the Contracting Authority/Entity shall notify the Contractor, in writing, of the termination.

c) the Contracting Authority/Entity shall pay to the Contractor for all works which are taken over prior to the termination and shall pay to the Contractor the damages caused. In calculating of the amount of damages, the Contractor shall be required to undertake all necessary actions to minimize the damages.

### **Article 31 Dispute Resolution**

- 31.1** The Contracting Authority/Entity and Contractor shall make all efforts to resolve amicably, through direct negotiations any disagreement arising between them during the execution of the contract.
- 32.2** If the parties fail to resolve their dispute with such mutual consultation, then each party may notify the other Party of its intention to go to Court.

**Annex 17**

**SPECIAL CONTRACT CONDITIONS**

The following special terms of the Contract will supplement GCC. In case of a conflict therein, the SCC provisions shall prevail over those in the GCC.

**Article 1 General Provisions**

**1.1** The buyer is: *[insert the name of Contracting Authority/Entity]*

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**1.2** The contractor is: *[insert the name of the Contractor]*

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail: \_\_\_\_\_

*The above data must be accurate for communications purposes during the implementation of the contract.*

**1.3** The language of communications is *[specify the language for communications]:*

Language is: *[specify language]*

**Article 2 Contract Security**

Contract security at the amount of *(10% of its value)* shall be provided by the Contractor to ensure the execution of its obligations under the contract.

**2.2** The currency shall be: *[specify the currency]*

**2.3** Contract security shall be issued to or returned, immediately to the Contractor according to the form below:

If a periodic decrease of the contract security is foreseen, it shall be accomplished as follows:

\_\_\_\_\_

*If it is not filled, the insurance remains unchanged.*

**Article 3 Inspections and Tests**

Inspections and tests shall be:

3.1 Inspection of materials/equipment/products before the installation in the site: *[specify inspection and tests]*

Inspections and tests will be carried out at: \_\_\_\_\_

3.2 Inspection of materials/products during the installation in site (taking samples for testing): *[specify inspection and tests]*

Inspections and tests will be carried out at: \_\_\_\_\_

*[specify inspection and test]*

3.3 Testing equipment during their installation/mounting

Inspections and tests will be carried out at: \_\_\_\_\_

**Article 4 Execution of Contract:**

1. The Works site shall be (*the exact description of the location of the site that will be realized*): \_\_\_\_\_

2. Mandatory documentation to be administered by the Contractor at the beginning of contract execution -----

**Article 5 Commencement Data**

The contractor shall be granted permission to enter the site on: \_\_\_\_\_

**Article 6: Project Manager:**

6.1 The Project Manager shall be: \_\_\_\_\_

6.2. Contact of project manager \_\_\_\_\_

**Article 7: Insurance**

From the date of entry until the completion deadline the contractor shall have insurance covering up to the amount of:

- a. For the damage or loss of Works and Materials: \_\_\_\_\_
- b. For damages or loss of Equipment: \_\_\_\_\_
- c. For damages or loss of property other than Works, Materials and Equipment: \_\_\_\_\_
- d. For personal injury or death of persons at the site: \_\_\_\_\_

**Article 8: Inspections and tests**

Inspections and tests prior to the validation of completion of works shall include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 9: Contract Type**

- A contract with a unit price based on the unit prices expressed in the Unit Bill of Quantities



Turnkey contract:

A. an orientation Draft Project (Bill of Quantities) is compiled,

B. there is no compiled draft-estimate, but only a draft-idea or design task and terms of reference for the object procured  \_\_\_\_\_

**Article 10: Payment Schedule**

10.1 The payment shall be made according to the following schedule: \_\_\_\_\_  
\_\_\_\_\_

10.2 Payment for Works shall be made within \_\_\_\_\_ days from the date the contractor presents a document stating that the objective for payment is achieved, subject to document confirmation by the project manager. If left unfilled, the period shall be 30 days.

10.3 Payment currency shall be \_\_\_\_\_. If not specified, the payment shall be made in the Albanian currency.

**Article 11. Related Services thereof**

The following specific conditions shall apply to the payment of Related Services

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Annex 18

[Annex to be submitted by the Economic Operator/]

### CONTRACT SECURITY FORM

[Date]

For: [Name and address of contracting authority/entity]

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

\* \* \*

Procurement procedure [type of procedure]

Brief description of the contract: [scope]

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

\* \* \*

Referring to the aforementioned procedure, provided that [the name of the award bidder] has been awarded the contract,

We certify that [the name of the awarded bidder] has deposited a deposit at [the name and address of the bank/insurance company's ] in a sum of [the currency and value, expressed in words, and ~~the~~ figures] as a condition for the contract execution security, which will be signed with [name of contracting authority/entity]

We take on the responsibility to transfer to the account [name of the contracting authority/entity] the secured value, within 15 (fifteen) days from your simple and first written request, without requiring explanations, provided that this request specifies the non-fulfillment of contract terms:

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

[Bank / insurance company representative]

## **Annex 19**

### **Draft Framework Agreement (Where all terms are set)**

#### **FOR WORK / GOODS / SERVICES**

[Use of this draft agreement is mandatory for all contracting authorities/entities that will use the Framework Agreement]

**No. \_\_**  
**date:**

This Agreement is concluded on [date] between [name and address of the Contracting Authority/Entity], hereinafter referred to as "Contracting Authority/ Entity" and [name and address of the Contractor] represented by [representative], hereinafter referred to as "Contractor".

The contractor, through its bid, dated [date], agrees to carry out the works, as specified in the conditions specified in:

- This form;
- Bid Declaration Form submitted by the Bidder;
- Technical specifications;
- Bill of Quantities

All these documents are attached as an integral part of this agreement.

#### **Article 1 Scope**

1.1 The scope of the Framework Agreement is to define the terms, including unit prices and rules for delivery of the following goods/services/works.

[Description of works]

1.2 The Framework Agreement shall be implemented by sending invitations to Bid to the Economic Operators, parties to the Agreement according to the needs of the Contracting Authority/Entity.

1.3 The amounts given herein are for orientation purposes only and do NOT oblige the Contracting Authority/Entity to purchase them. The Contracting Authority/Entity shall have the right to buy less or more quantities than those provided.

1.4 The Contractor shall not be entitled to compensation and shall not be allowed to make unit price changes, for example, if the Contracting Authority/Entity decides to buy less or more quantities than those forecasted and specified and/or whether the Contracting Authority/Entity decides not to buy any of these quantities for certain items.

1.5 Duration of the Framework Agreement: \_\_\_\_\_

#### **Article 2 Price**

2.1 Unit prices for works / goods / services are described in the Price List of Items according to the Bill of Quantities items.

2.2 The unit prices shall be fixed and shall not be changed for orders made based on this Framework Agreement.

**Signatures and dates**

**For the Contractor**

**For the Contracting Authority/Entity**

<b>Name:</b>		<b>Name:</b>	
<b>Role:</b>		<b>Role:</b>	
<b>Company:</b>		<b>Company:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Seal:</b>		<b>Seal:</b>	

## **Annex 20**

### **Draft Framework Agreement (Where not all terms are set)**

#### **FOR WORKS/GOODS/SERVICES**

Name of Contracting Authority/Entity,

and

Name of Contactors

Agreed as follows:

**To sign the frame Agreement for the object:** <enter the title> with the identification number: <enter the procurement number>

Article 1 Scope.

1 The scope of this framework agreement is to set rules for contracts to be concluded through the Mini-Competition process only between Economic Operators that are parties in this Framework Agreement.

1.2 This framework agreement does not constitute a contract in itself, but it defines the conditions for a contract to be concluded, based on it.

1.3 The contractor is only one of the parties to the Framework Agreement.

#### **Article 2 Obligations of the Parties**

2.1 The Contracting Authority/Entity, Party to this agreement, shall send to the Contractor an "Invitation to Tender" whenever it needs work/goods/services.

2.2 The contractor is obliged to submit a Bid whenever required by the Contracting Authority/Entity.

#### **Article 3 Contract under the Framework Agreement**

1.1 The contracts shall be signed only after the mini-competition process.

#### **Article 4 Mini-competition process**

4.1 The process of mini-competition shall be carried out with all economic operators, Parties to the Framework Agreement, whenever the Contracting Authority/Entity needs works/goods/services by the contracting authorities/entities.

4.2 The Contracting Authority/Entity shall re-open competition under the same conditions or other conditions specified in the Invitation to Tender, as specified in the Tender Documents.

4.3 Every time there is a need for work/goods/services, the Contracting Authority/Entity shall prepare Invitations to Tender and send them to all Economic Operators, Party to the Framework Agreement. The bid evaluation will be based on the criteria defined in the Invitation to Tender.

**Article 5 Duration of the Framework Agreement** \_\_\_\_\_

**Sigatures and date** \_\_\_\_\_

**For the Contractor**

**For the Contracting Authority/Entity**

<b>Name:</b>		<b>Name:</b>	
<b>Role:</b>		<b>Role:</b>	
<b>Company:</b>		<b>Company:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Seal:</b>		<b>Seal:</b>	

**SECTION IV:**  
**Complaint and Notifications for the process closure**

**Annex 21:** Form of Appeal to the Contracting Authority /Entity and the Public Procurement Commission

**Annex 22:** Form of Argument Submission by interested economic operators at the Contracting Authority/Entity and the Public Procurement Commission

**Annex 23:** Notice of Signed Contract

**Annex 24:** Notice of signed contract to be published in the Public Information Bulletin

**Annex 25:** Cancellation Notice Form

**Annex 21**

**FORM OF APPEAL TO THE CONTRACTING AUTHORITY/ENTITY AND THE PUBLIC PROCUREMENT COMMISSION**

Complaint addressed to: Contracting Authority/Entity and Public Procurement Commission

**Section I. Identification of the applicant**

*The applicant may be a bidder or potential bidder (e.g. individual, economic operator, association, union of economic operators).*

\_\_\_\_\_

The full name of the applicant (please print)

\_\_\_\_\_

NUIS/NIPT

\_\_\_\_\_

Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Postal code / Post office

\_\_\_\_\_

Telephone number (including area code)

\_\_\_\_\_

Fax number (including area code)

\_\_\_\_\_

E-mail

\_\_\_\_\_

Name and title of the authorized officer for sending the complaints (please write)

\_\_\_\_\_

Signature of the authorized official

\_\_\_\_\_

Date (year/month/day)

\_\_\_\_\_

Telephone number (including area code)

\_\_\_\_\_

Fax number (including area code)

**Section II. Information on the procedure**

**1. Reference number of the procedure / Lot**

*Fill out the reference number of the contract in the contract notice or the tender documents.*



## 2. Type of Procedure

*Complete the type of procedure used for this procurement.*

Open procedure

Simplified open procedure

Restricted procedure

Competitive negotiated procedure

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior contract notice

Negotiated procedure without prior contract notice

Consultancy service

A contract concluded without carrying out any of the procurement procedures provided for in the LPP

## 3. Contracting Authority /Entity

*Name of the contracting authority /entity that administers the procurement process.*

---

## 4. The estimated value of the procurement

*(Estimated value of contract/ Framework Agreement) (amount in figures and words)*

---

## 5. Scope of the contract/Framework Agreement

*(Brief description of works / goods / services subject of contract/framework agreement.)*

---

## 6. Last Deadline for submitting the offer

*(Date (year/month/day))*

7. The date of Publication of the Award Notice  
(Date (year/month/day) if applicable)

---

8. Date of Contract Signature  
(Date (year/month/day) in cases of applications for invalidity of the contract)

---

**Section III. Description of complaint**

1. Legal basis (legal violations, based on decisions, acts, documents, etc.)

---

2. Object of complaint

- Modification of tender documents

- Opposing the decision of the Bid Evaluation Commission regarding the disqualification of your offer.

*(Quote here reasons for disqualification)*

- Opposing the decision of the Bid Evaluation Commission regarding the qualification of a bid of a/some economic operator/s participating in the procurement procedure.

*(Quote the economic operator/s you have claims about)*

- contract invalidity

*(Quote the contract you are requiring to invalidate)*

- Other

*(Quote here the object of the complaint not included above)*

**3. Circumstances and facts**

*Describe the circumstances of the fact.*

**4. Arguments about the alleged violations**

*Describe concisely the alleged violation, stating arguments clearly and accurately why you claim illegality in the operations of the contracting authority/entity.*

**5. Request for special expertise**

Yes

No

*(If yes, specify the type of expertise you are requesting)*

---

**6. An application for exclusion of officials who shall deal with the examination of the complaint**

---

**7. List of confidential information:**

---

*Define the confidential information, if any. Explain why the information is either a version of the relevant documents by removing confidential sections and a summary of the content.*

***Careful: The applicant should attach to the complaint that shall submit to the contracting authority/entity and the Public Procurement Commission, the banking document certifying the payment of the relevant fee for the complaint to the Public Procurement Commission***

---

Submit the completed form of your procurement complaint, and all necessary annexes and additional copies, to **the Contracting Authority /Entity and Public Procurement Commission.**

Note: The applicant shall at the same time submit the complaint to the Contracting authority/entity and the Public Procurement Commission

**Fax No.:**

**E-mail:**

**Signature and seal of the complainant**

**Administrator/ Authorized representative**

**Annex 22**

**COMPLAINT SUBMISSION FORM BY INTERESTED ECONOMIC OPERATORS TO  
THE CONTRACTING AUTHORITY/ENTITY AND THE PUBLIC PROCUREMENT  
COMMISSION**

**Presentation of arguments by the interested economic operators addressed to:**

Contracting Authority/Entity and Public Procurement Commission

**Section I. Identification of Economic Operator/s/Union of economic operators**

\_\_\_\_\_  
Full name of the Economic Operator/economic operators (please type it)  
NUIS/NIPT

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Postal code / Post  
office

\_\_\_\_\_  
Telephone number (including area code)

\_\_\_\_\_  
Fax number (including area code)

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Name and title of the authorized person for sending these objections (please write)

\_\_\_\_\_  
Signature of the authorized official

\_\_\_\_\_  
Date (year/month/day)

\_\_\_\_\_  
Telephone number (including area code)

\_\_\_\_\_  
Fax number (including area code)

**Section II. Information on the procedure**

1. Reference number of the procedure/Lot

---

*Fill out the reference number of the contract in the contract notice or the tender documents.*

---

**2. Type of Procedure**

Open procedure

Simplified open procedure

Restricted procedure

Competitive negotiated procedure

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior contract notice

Negotiated procedure without prior contract notice

Consultancy service

3. Contracting Authority /Entity

*Name of the contracting authority /entity that administers the procurement process.*

---

4. The estimated value of the procurement

---

*Estimated value of contract/ Framework Agreement (amount in figures and words)*

5. Scope of the contract/Framework Agreement

---

*Brief description of works / goods / services subject of contract/framework agreement.*

6. Last Deadline for submitting the offer

---

Date (year/month/day)

7. Complaint being reviewed:  
(name of the economic Operator that has submitted a complaint for this procurement procedure)

---

8. The date of Publication of the Award Notice

---

Date (year/month/day)

### **Section III. Arguments on the complaint submitted by the economic Operator (s)**

1. Legal basis

(Violation/legal reasoning, based on decisions, acts, documents, etc.)

---

2. Detailed statement of the arguments on the submitted complaint

*Give a detailed statement of facts and arguments supporting your arguments. For whatever reason, specify the date you were informed of the facts related to the reasons of these arguments. Specify the respective sections of the Tender Documents, if applicable. Use additional pages if necessary.*

3. List of confidential information

*Define the confidential information, if any. Explain why the information is either a version of the relevant documents by removing confidential sections and a summary of the content.*

---

Submit the completed form of your arguments, and all necessary annexes and additional copies, to **the Contracting Authority /Entity and Public Procurement Commission**

**Note: If interested economic operators have not submitted their arguments that oppose the complaint, according to provisions of LPP, they can no longer exercise the right to submit a complaint in relation to the decision made regarding the complaint for this procurement procedure.**

**Fax No.:**

**E-mail:**

**Signature and seal of Economic operator (s)**

**Annex 23**

*(Annex to be filled by contracting authority/entity)*

**Signed Contract Notice Form**

**Section 1 Contracting Authority/ Entity**

**1.1 Name and address of Contracting Authority/Entity**

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Tel/fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**1.2 Type of Contracting Authority/Entity:**

Central institution

Independent institution

Local Authority Unit

Other

**1.3 Category of Contracting Authority/Entity:**

Contracting authority/entity that procures for its  
own needs

Central Purchasing Body

Delegated

Other

**Section 2. Scope of the Contract**

**2.1 Number of the reference of the procedure / Lot**

---

**2.2 Type of “Contract for public works”**

**Execution  
of works**

**Design and execution of works**

**2.3.1 Method of procurement**

**Works  
requiring  
measurement**

**Turnkey contract**

**2. Contract under the Framework Agreement**

Yes

No

**If Yes, the type of the Framework Agreement**

**With an Economic Operator**

**With several economic operators**

**All terms are set forth Yes  No**

**2.4 Brief description of the contract**

2. Limit Fund \_\_\_\_\_

3. Source of funding \_\_\_\_\_

4. Scope of Contract \_\_\_\_\_



**2. 5 Duration of the contract or the termination date:**

Duration in **months** □□□ or **days** □□□□

or

Starts □□/□□/□□□□ and ends □□/□□/□□□□

**2.6 Division in LOTS:**

Yes      □      No      □

*If yes, number of LOTS:* □□

**2.7 Contract with subcontracting:**

Yes      □      No      □

**Section 3. Procedure**

**3.1 Type of procedure: Open**

**3.2 Award Selection Criteria:**

**A) the most economically advantageous bid, cost -based** □

According to the order of importance: Price □□ **points** □

etc.. □□ **points**

*or*

**B) the most economically advantageous bid based on price** □

**3.3 Number of submitted bids:** □□□

**Number of regular bids:** □□□

**Section 4 Contract Information**

**4.1 Contract number:** \_\_\_\_\_ **Date of contract** □□/□□/□□□□

**4.2 Name and address of the Contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

NUIS \_\_\_\_\_

Phone/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**4.2.1 Name and address of the sub contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

NUIS \_\_\_\_\_

Phone/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**4.3 Total final value of the contract (including amount, options and sub-contracting):**

Value \_\_\_\_\_ Currency \_\_\_\_\_  
*(VAT excluded)*

Value \_\_\_\_\_ Currency \_\_\_\_\_  
*(VAT included)*

**4.3.1 Total value of Subcontracting:** \_\_\_\_\_

Value \_\_\_\_\_ Currency \_\_\_\_\_  
*(VAT excluded)*

Value \_\_\_\_\_ Currency \_\_\_\_\_  
*(VAT included)*

**4.4 Additional information**

Date of submission of such notification □□/□□/□□□□

**Annex 24**

*[Annex to be completed by the Contracting Authority/Entity for publication in Public Information Bulletin]*

**Signed Contract Notice Form**

**1. Name and address of Contracting Authority/Entity**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**2. Type of procedure:** \_\_\_\_\_

**3. Object of Contract** \_\_\_\_\_

**4. Number of the reference of the procedure / Lot**  
\_\_\_\_\_

**5. Limit Fund** \_\_\_\_\_

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

Value \_\_\_\_\_  
(VAT included)                      Currency \_\_\_\_\_

Subcontracting value \_\_\_\_\_ VAT included    Currency \_\_\_\_\_

**7. Date of contract signature** \_\_\_\_\_

**8. Name and address of the Contractor/ Subcontractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

Number of NUIS \_\_\_\_\_

*(Annex to be filled by Contracting Authority/Entity)*

**Annex 25**

**Cancellation Notice Form**

**1. Name and address of Contracting Authority/Entity**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

**2. Type of procedure:** \_\_\_\_\_

**3. Number of the Reference of the procedure / Lot:**

**4. Scope of Contract** \_\_\_\_\_

**5. Limit Fund** \_\_\_\_\_

**6. Reasons for Cancellation:**

Based on Law No. 162/2020, dated 23.12.2020 "On Public Procurement", Article 98, paragraph 1:

- a) ;
- b) ;
- c) ;
- ç) ;
- d) ;
- Etc. \_\_\_\_\_

**7. Additional information**

\_\_\_\_\_  
\_\_\_\_\_

Date of submission of such notification