

**REPUBLIC OF ALBANIA**

**PUBLIC PROCUREMENT AGENCY**

**DURRËS PORT AUTHORITY**

**NEW INTEGRATED COMMERCIAL PORT OF DURRËS IN PORTO ROMANO - PHASE I**

**Volume I**

Standard Documents for Restricted Procedure Services



**REPUBLIC OF ALBANIA**

**PUBLIC PROCUREMENT AGENCY**

**DURRËS PORT AUTHORITY**

**STANDARD BIDDING DOCUMENT**

**THE RESTRICTED PROCEDURE**

**PUBLIC WORK**[[1]](#footnote-1)

***“******New Integrated Commercial Port of Durres in Porto Romano – Phase 1”***

**NOTICES**

**PRIOR INFORMATION NOTICE/ PERIODICAL INFORMATION NOTICE**

*(To be completed by the contracting Authority/ Entity, if applicable)*

**Not Applicable**

**1.1 Name and Address of Contracting Authority/ Entity**:

Name:

Address:

**1.2 Type of Contracting Authority:**

|  |  |
| --- | --- |
| Central Institution | Independent Institution |
|  |  |
| Unit of local authorities | Other |
|  | **** |

* 1. **Category of the Contracting Authority / Entity**

Contracting Authority/ Entity procuring for it own needs Central Purchasing Body

**** 

Delegated Others

 

**1.4 Name and Address of contact person**;

Responsible Person (s) for the procurement Aleks Marku

Tel/fax 052706409

E-mail a.marku@durresport.al

**1.5 Object of Contract / Framework Agreement and the code as per Common Procurement Vocabulary (CPV);**

Construction work 45000000-7, Land development work 45111291-4, Excavation work 45112000-5, Power line construction work 45231400-9, Communication line construction work 45231600-1, Marine construction work 45244000- 9, Construction work for water 45247100-1, Construction work for various purposes 45262600-7, Construction work for ports 45241000-8

**1.6 Type of procurement procedure:** Restricted Procedure - Above the upper monetary limit

**1.7 Type of contract**: Public Works

**1.8 Estimated limit fund for this contract/ Framework Agreement;/ Estimated limit fund for this object as planed in the Budget forecast of the Contracting Authority/ Entity.**

(*in the case of Framework Agreement or multi-annual contracts*):

**- 39,320,000,000 (thirty-nine billion three hundred twenty million) Lek, VAT excluded.**

**- 391.867.649,99 (three hundred ninety one million eight hundred sixty seven thousand six hundred forty nine point ninety nine) Euro, VAT excluded.**

**1.9 Approximate duration of the contract / Framework Agreement:** 40 (*forty*) MONTHS.

**1.10** **Short description of the contract / Framework Agreement and/ or LOT (s), if used** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.11. Type of Framework Agreement, if the case:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.12 Estimated time for the conduct of the procurement procedure:** SEPTEMBER 2024.

**1.13 Other information considered useful by the Contracting Authority / entity**:

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

**Note:**

**If this prior notice of information is used as an invitation to tender, the following information is required:**

**1.12 Specific description of the works that will be the subject of the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.13 Determine whether the contract will be awarded through the restricted procedure, without further announcement of a call for tenders and interested economic operators are invited to express their interest.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTRACT NOTICE**

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

**Section 1. Contracting Authority/Entity**

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

|  |  |
| --- | --- |
| Name: | Durrës Port Authority |
| Address: | Lagjja Nr. 1, Rruga “Tregtare”, Durrës |
| Tel/Fax: | +355 52 706409 |
| E-mail: | [a.marku@durresport.al](mailto:a.marku@durresport.al) |
| Website address: | [www.durresport.al](http://www.durresport.al) |
| Person(s) responsible for the tender:  (name, e-mail) | Aleks Marku  [a.marku@durresport.al](mailto:a.marku@durresport.al) |

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

|  |  |
| --- | --- |
| Central Institution | Independent Institution |
|  |  |
| Unit of local authorities | Other |
|  | **X** |

**1.3 Category of the Contracting Authority / entity**

|  |  |
| --- | --- |
| Contracting Authority/ Entity procuring for it own needs | Central Purchasing Body |
| **X** |  |
| Delegated | Others |
|  | **** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**1.5 Contract which is co-financed by an international organization or an international financial institution:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**1.6 Reserved contract:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**Section 2. Object of Contract: “New Integrated Commercial Port of Durres in Porto Romano – Phase 1”**

**2.1 Reference number of procedure / lot (s)**: **REF-14506-07-26-2024**

**2.2 The code as per Common Procurement Vocabulary (CPV):**

Construction work 45000000-7, Land development work 45111291-4, Excavation work 45112000-5, Power line construction work 45231400-9, Communication line construction work 45231600-1, Marine construction work 45244000- 9, Construction work for water 45247100-1, Construction work for various purposes 45262600-7, Construction work for ports 45241000-8.

**2.3** **Type of “Public works Contract”:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Realization of works | |  |  | Design and execution of works |
|  | **X** | |  |  |  |
|  | |  |  |  |  |

**2.3.1 Manner of procurement**

Measurement works Turnkey contract

**X**

**2.4 Contracts under the Framework Agreement:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No | **X** |

**2. 5 Type of Framework Agreement:**

**With one Economic Operator**

**With several Economic Operators**

**All terms are defined** YesNo

**2.6. Framework Agreement with one Economic Operator**  
In the Framework Agreement with one Economic Operator, when all conditions are set, the selection reasons shall be provided below.

|  |
| --- |
|  |

**2.7 Framework Agreement with several Economic Operators**

**Number of Economic Operators with the whom Framework Agreement will be concluded:** (*Here, the maximum number of Economic Operators with whom the Framework Agreement will be concluded should be determined***)**

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

|  |  |  |
| --- | --- | --- |
|  |  |  |

**2.9 The Contracting Authority /s or Contracting Entity /s which will be parties into the Framework Agreement: Durrës Port Authority**

**2.10 Short description of the contract /framework agreement:**

1. Limit fund / Expected value of the contract:

**- *39.320.000.000 (thirty-nine billion three hundred twenty million) Albanian Lek, VAT excluded.***

***- 391.867.649,99 (three hundred ninety one million eight hundred sixty seven thousand six hundred forty nine point ninety nine) Euro, VAT excluded.***

The official exchange rate, according to the Bank of Albania, on 26.07.2024 is 100.34 Lek/Euro.

2. The object of the contract consists of: **“*New Integrated Commercial Port of Durres in Porto Romano - Phase 1”.***

3. Source of financing: ***State Budget.***

***Based on Normative Act No. 1, dated 21.02.2024 "For some changes in Law No. 97/2023 "For the budget of 2024" and the Instruction of the Minister of Finance No. 9, dated 20.03.2018 "On standard budget implementation procedures", from the Ministry of Finance, with letter no. 2391/1 Prot., dated 05.03.2024.***

1. Output Code: **1006204**.
2. Type:

Investments **X** Code: **231** Value: **39.320.000.000 Lek or 391.867.649,99 Euro**

Services Code: \_\_\_\_\_\_ Value: \_\_\_\_\_\_

**2.11 Duration of the contract or time-limit for the execution of the contract:**

Duration ***40 (forty) Months*.**

Or

Starting from **□□/□□/****□□□□** ending in **□□/□□/□□□□**

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

|  |
| --- |
| **Duration in months: \_\_\_\_** *or* **days:\_\_\_\_\_(from the signing of the Framework Agreement)** |
| *Or*  **starting from**  \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ **(dd/mm/yyyy)**  **Ending on** \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ **(dd/mm/yyyy)** |

**2.12 Location of the contract object: Durrës, Albania**

**2.13 Division into LOTS:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Yes** |  |  | **No** | **X** |

*If yes,*

***Reason for not dividing into lots***

*The Port Authority of Durrës has decided to proceed with the procurement procedure above the upper monetary limit without dividing it into lots, based on the works estimates for the project: "Detailed Design of the New Integrated Commercial Port of Durrës in Porto Romano." The Contracting Authority finds it technically impractical to divide this project into separate lots.*

*Additionally, the technical documentation, including the Technical Report, Technical Specifications, and Works Estimate prepared by the designer, clearly indicates that the work processes for this project are closely interrelated. Therefore, it is impossible for the Contracting Authority to determine in advance which volumes should be divided. The majority of the construction scope for the first phase of the Porto Romano port development involves dredging and reclamation activities, quay wall construction, and breakwater construction. These activities are closely linked, and separating them into separate contracts would increase the project's overall risk profile due to the contractual interactions created. Combining all these components into a single contract eliminates these interactions, reducing the likelihood of contractual claims and lowering the project's risk profile. Additionally, a single-contract approach makes the project more commercially attractive to qualified international contractors, increasing the likelihood of receiving more competitive bids.*

**2.14 Brief description of LOTs:**

(object and limit fund for each lot)

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

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

**2.14.1 A Bidder may apply for:**

□ one Lot,

□ several Lots,

□ all Lots.

A separate offer for each lot must be submitted.

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

Specify the maximum number of Lots that a bidder can be awarded\_\_\_\_\_\_\_\_\_\_

**2.14.3 Criteria / rules to be applied to determine the LOTs to be awarded to the bidder:**

Specify the criteria to determine the lots to be awarded, when the bidder is declared the winner of more lots than the maximum number allowed in point 2.14.2.

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

**2.14.4 Combination of lots in a contract / joint contracts (When more than one lot can be awarded to the same bidder):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Yes** |  |  | **No** |  |

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

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

**2.15 Variants will be accepted:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**2.15.1** **Subcontracting will be accepted:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** | **X** | **No** |  |

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

*(is not allowed the subcontracting to a greater extent than 40% of the contract value)*

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**Other notes** *(if deemed necessary by the Contracting Authority/ Entity)*

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

**2.16. Relying on the capacities of other entities**

Specify whether for tasks / works / critical aspects of the contract the contracting authority / entity requires to be fulfilled by the economic operator itself or by any of the members of the joint venture (for which the bidder is not allowed to rely on the capacities of other entities).

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**If yes, the task, work, critical aspects where relying on others is not allowed shall be specified:**

*Bidders are not permitted to rely on the capacities of other operators to fulfill the following qualification requirements:*

* *Successful experience in similar works, as specified in the Technical Capacity section of the Tender Documents.*
* *Possession of professional licenses appropriate to each category of works, as detailed in the Technical Capacity section of the Tender Documents.*
* *Engineering staff (technical manager) qualifications, as required by the Technical Capacity section of the Tender Documents.*

*Bidders must demonstrate their own capacity to implement the contract, including experience, professional licenses for each category of works, and qualified engineering staff (technical managers). These capacities are considered closely tied to the bidding entity and are crucial for convincing the Contracting Authority of the bidder's ability to meet the required standards.*

*This applies to the following types of work:*

* *Dredging*
* *Reclamation (excluding the supply of fill materials)*
* *Breakwaters (excluding the supply of rocks)*
* *Soil improvement works*
* *Quays*

**2.17 Visit to the site**

2.17.1 A site visit / preliminary conference will be organized:

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** | **X** | **No** |  |

2.17.2 If yes, determine the time of development and information necessary to enable the participation of economic operators or the submission of possible requests for clarifications by them:

* ***After the end of the pre-qualification phase.***

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

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

In the case of sectoral contracts, the contracting entity, may, at its discretion, request a bid security also for procedures below the high monetary threshold.).

The Economic Operator submits the Bid Security Form, according to Appendix 5.

The required total bid security is ***786.400.000 (seven hundred eighty-six million four hundred thousand) Albanian Lek or 7.837.352,99 (seven million eight hundred thirty seven thousand three hundred fifty two point ninety nine) Euro.***

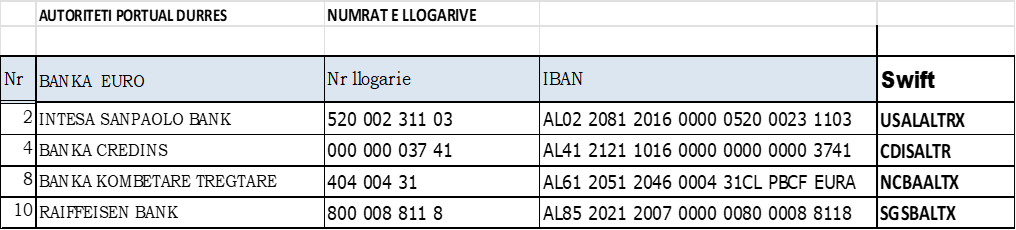
In cases of bid submission for separate Lots, the bid security value for each of the Lots shall be as below:

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

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

**3.1.2** Contracting Authority/ Entity, shall accepts the value of the bid security, paid by the bidder, in monetary value in the account of the contracting authority / entity.

|  |  |  |
| --- | --- | --- |
| Banks in Lek | Account No | IBAN |
| BANKA CREDINS | 000 000 0191 2 | AL55 2121 2110 0000 0000 0000 1912 |
| BANKA KOMBETARE TREGTARE | 404 000 431 | AL16 2051 2046 0004 31CL PBCL ALLO |
| RAIFFEISEN BANK | 020 000 774 7 | AL78 2021 2007 0000 0002 0000 7747 |

****

**3.1.3** The contracting authority / entity accepts the payment of the bid security value by the bidder in the form:

i. bank guarantee **X**

or

ii. by insurance companies licensed by the competent authorities **X**

**3.2 Bid validity period: 150 *(one hundred and fifty) days.***

**Section 4 Procedure**

**4.1 Type of procedure:** Restricted Procedure - Above the upper monetary limit

**4.2. Prior / periodic information notice has been used:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

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

**4.2.1. Application of shortening of the deadline for acceptance of bids** *(applicable to procurement procedures above the high monetary threshold).*

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

**4.3 Re - announced procedure**

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

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

a) Reference number in the electronic procurement system of the cancelled procurement procedure\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Procurement object of the cancelled procurement procedure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c) Limit Fund of cancelled procurement procedure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(amount, *currency*)

**4.4 Award Selection Criteria:**

A) **The most economically advantageous tender based on cost X**

Price Maximum **50 points**

Construction Schedule Maximum **15 points**

Construction Methodology Maximum **25 points**

Proposals for Environmental and Social Impact Mitigation Measures Maximum **10 points**

**Evaluation criteria**

All evaluation criteria should be objective and be quantified. In the case of multiple criteria, the weight of the single criteria should not be less than 50 points. The maximum points an evaluation can get is 100.

Criteria

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

Points will be calculated according to the formula:

Pk1= Vmink1 x Pmaxk1/Ok1

Pk1 Points of criterion to be evaluated

Vmin k1 Lowest value of the criterion to be evaluated

Pmaxk1 Maximum points given to the evaluated criterion

Ok1 Bid’s indicator for the evaluated criterion

1. **Construction Schedule [max. 15 points]**

The Bidder shall propose a detailed construction schedule that shows the proposed time of completion of the works. The Bidder shall justify in a graphical and analytical method the proposed construction time (not more than 40 calendar months in total, excluding the Defects Liability Period (the duration of which shall be as per the provisions in the Albanian law).

Points will be awarded according to the description below separated according to sub-criteria:

Construction schedule and mobilization time proposal that includes:

* Mobilization time on site [not more than 3 months] *[max. 2 points]*
* Construction Schedule – overall time for works completion *[max. 6 points]*
* Construction Schedule – detail and clarity of presentation *[max. 7 points]*

The Bidder shall provide as a minimum an analysis of the machineries that the Bidder is proposing to engage per each construction phase and the approximate number of workforces per each construction phase.

The scoring will be driven by the following factors: completeness of presentation; clarity of presentation; consistency of presentation.

1. **Construction Methodology [max. 25 points]**

The Bidder shall explain his proposed construction methodology for the execution of the Works, including but not limited to his proposed method and logistics for mobilization; sourcing and method of transportation of construction materials; method of delivery, storage, handling and placing of natural rock for breakwaters and revetments. The Construction Method shall give details of the Quality Assurance measures proposed by the bidder. The Construction Methodology and HSE shall be in compliance with the presented Construction Schedule.

The scoring will be driven by the following factors: completeness of presentation; clarity of presentation; consistency of presentation.

1. **Proposals for Environmental and Social Impact Mitigation Measures [max. 10 points]**

The Bidder shall provide a clear methodology on mitigation of potential environmental and social impacts of the construction works (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.

Sub-criteria:

* Proposals for use of eco-friendly materials / recycled materials / materials that minimize the environmental impact (equivalent or better than materials proposed by the Employer). Use of energy-efficient equipment / machinery [*max. 5 points*].
* Proposed risk management and mitigation plan/programme for environmental and social issues [*max. 3 points*].
* Proposals for making social contributions to the local/regional economy, e.g. through employment [*max. 2 points*].

**OR**

B) **the most economically advantageous tender based on price**

**In the case of Framework Agreement, when the unit price evaluation criteria will be used, for comparison purposes, the evaluation of bids submitted will be made on the basis of sum of the unit prices (***This method of evaluation shall not be used by the contracting authorities/ entities in cases where the quantities are estimable on annual basis according to previous experience and where the Framework Agreement is used for the procurement of continuous goods and services. In such a case the lowest price shall be estimated with the lowest total value offered).*

**4.4.1 Reduce the number of qualified candidates to be invited**

**4.4.2 The reduction of the number of qualified candidates that will be invited will be applied:**

Yes  No **X**

If yes:

The minimum number of candidates to be invited is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The maximum number of candidates to be invited is (as appropriate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4.4.3** **Criteria and rules that will be applied to reduce the number of candidates

**4.5 Deadline for submission and opening of the bids:**

Date: **16/09/2024** Time **11:00**

Place: [**www.app.gov.al**](http://www.app.gov.al)**.**

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

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

**4.6** **Language(s) in which bids may be drawn up:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Albanian** | **X** | **English** | **X** |
|  |  | | |

**Section 5 Additional information**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Yes** |  | **No** | **X** |

*If yes*

|  |  |  |  |
| --- | --- | --- | --- |
| **Currency** | **\_\_\_\_\_\_\_\_\_** | **Price** | **\_\_\_\_\_\_\_** |

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

**5.2 Additional Information (place, office, method for the purchase of the tender documents** when applicable)

**The winning economic operator at the end of the procedure, for signing a public contract must have:**

* Copy of the Electronic Certificate of Fiscalization, for taxpayers using the Central Invoice Platform.
* Copy of the Electronic Certificate for Fiscalization and valid Copy of the Contract concluded with the Certified Company for the software solution in use, for the taxpayers who issue invoices through the software solution.

Date of delivery of this notice **30/07/2024**.

*[To be completed by the Contracting Authority / Entity]*

**INVITATION FOR EXPRESSION OF INTEREST**

**Procurement Procedure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(*insert the name of the Contracting Authority / Entity*) invites to submit requests for participation in the procedure to carry out the following works:

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………… ……………………………………………

(provide an accurate description of the items of works, Technical Specifications and concrete quantity required)

**Requests for participation must be submitted to:**

*[give correct address]*

**Deadline for submission and opening of requests for participation:**

[Specify date and time]

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

**INVITATION TO BID**

*(Insert the name of the Contracting Authority/Entity)* invites to submit bids in the procedure for realization of works according to the following works: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

(Give an exact description of items of works, Technical Specifications and specific quantity required):

**Place of performance of the work:** (give a brief description) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Timeline for completion of the works:** Worksshall be completed by the date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bids must be submitted to:**

…………………………………………………………………………………… [give the *correct address*]

**Deadline for submission of bids**

……………………………………………………………………………………………………

**[Determine the date and time]**

Award Criteria \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The form of communication:

Writing form **□** Electronic form (E-mail, fax, etc.) **□**

**SUMMARY CONTRACT NOTICE**

*(To be completed by the Contracting Authority/ Entity in order to be published to the*

*Public Notification Bulletin)*

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

Name: Durrës Port Authority

Address: Lagjja Nr. 1, Rruga “Tregtare”, Durrës

Tel/Fax: +355 52 2 93422

E-mail [a.marku@durresport.al](mailto:a.marku@durresport.al)

Website: www.durresport.al

**2. Type of procurement procedure:** Restricted Procedure - Above the upper monetary limit.

**3. Reference number of procedure / lot: *REF-14506-07-26-2024***

**4. Object of the contract/framework agreement: “*New Integrated Commercial Port of Durres in Porto Romano - Phase 1”.***

**5.** **Limit funds:**

***-* *39.320.000.000 (thirty-nine billion three hundred twenty million) Lekë, VAT excluded;***

***- 391.867.649,99 (three hundred ninety one million eight hundred sixty seven thousand six hundred forty nine point ninety nine) Euro, VAT excluded.***

**The official exchange rate, according to the Bank of Albania, on 26.07.2024 is 100.34 Lek/Euro.**

**6. Duration of the contract/ framework agreement or deadline for its implementation:**

***- 40 (forty) Months.***

**7. Deadline for submission and opening of bids: 16.09.2024 Time: 11:00**

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

**PLANNING OF**

**CONTRACTS IN THE FRAMEWORK AGREEMENT**

|  |  |  |
| --- | --- | --- |
| Works:  Approximate number of contracts panned to be awarded under the Framework Agreement | | |
| **Contract number** | **Contract Title** | **Short description of the contract** |
| **01** |  |  |
| **02** |  |  |
| **03** |  |  |
| **…** |  |  |

*Note: This planning is approximate based on the needs that the contracting Authority / Entity may have for the parties in the process.*

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

**NOTICE ON CHANGES TO THE TENDER DOCUMENTS**

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Web page\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Contacts of responsible person (s) for procurement:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**5. Reference number for the procedure/lot:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6. Object of Contract /** **Framework Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**7. The code as per Common Procurement Vocabulary (CPV): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**9. Justification, relevant arguments and legal reference on the need for changing the tender documents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Note:**

**This notice must be accompanied by an appendix of changes to the Tender Documents.**

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

**NOTICE ON THE MODIFICATION OF THE FRAMEWORK AGREEMENT /CONTRACT DURING THE IMPLEMENTATION**

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

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Web-page\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Contacts of responsible person(s) for the procurement:**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**5. Number of reference of the procedure / Lot:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**7. The code as per the Common Procurement Vocabulary (CPV):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**10. Description of the modification of the contract / framework agreement, including the nature and quantity or value of works:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**11. Total value of the signed contract / Framework Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**12. Amended value (if the case) :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**And the new deadline (if applicable):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**14. Name and address of the Economic Operator /s :**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NIPT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contacts \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**15. Date of signing the modification \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**16. Financing source \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**17. Other information which is considered necessary by the contracting authority / entity**

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

|  |
| --- |
| Section I: Instructions to Economic Operators |

|  |  |  |
| --- | --- | --- |
| A. GENERAL | | |
| 1. Scope of Tender | 1.1The scope of tender procedure and the number of contracts (lots) and their scope shall be defined in the Contract Notice. | |
|  | 1.2 Unless otherwise stated below, the definitions and interpretations in these Tender Documents shall be as prescribed in the Public Procurement Law (PPL) and the General Conditions of Contract (GCC).  This procedure consists of two main stages:  **Stage 1- Prequalification:** Candidates will submit the required documents to DT. The Contracting Authority / Entity will review the documents submitted by the Candidates and will assess whether this documentation meets the requirements set out in the tender documents.  **Stage 2 - Invitation to Bids**: The Contracting Authority / Entity sends an invitation to bids to Candidates who have met the pre-qualification requirements, inviting these Candidates to submit a technical and economic bid. Bids will be reviewed and evaluated by the Contracting Authority / Entity to determine the winning bid. | |
| 1. Eligible Economic Operators | 2.1 An Economic Operator is any natural person or legal entity, or public entity or group of persons / entities, as per the Instructions to Economic Operators (hereinafter referred to as “the Instructions”).  2.2 In the case of a joining of economic operators (JOE):  All operators, members of this union will have joint and solidary responsibilities.  The JV shall attach to its Expression of Interest and to the Bid an agreement between the parties where it is also nominated and authorized the Representative who shall have the authority to represent the JV during the tendering procedure and, in the event the JOE is awarded the Contract, also during Contract execution. | |
|  | 2.3 The Economic Operator shall examine all instructions, forms, terms, and specifications in the Tender Documents. Failure by the economic operator to provide all the information or documentation required by the Contracting Authority / Entity in the Tender Documents will lead to the rejection of the Request for Participation and / or the Bid. | |
| 1. Clarification of the Contract Notice and the Tender Documents | 3.1 A potential bidder may request clarifications regarding the Contract Notice and the Tender Documents from the Contracting Authority/ Entity which should respond to any request for clarification of the Tender Documents made by any Economic Operator, provided that such request is received no later than 6 days before the final deadline for submission of the Expression of Interest and/or the Bids.  The Contracting Authority/Entity must respond within 3 days from the submission of the request for participation /bid in time by the economic operator and, without identifying the source of the request, must communicate the relevant explanation of all economic operators, who have withdrawn the tender documents. | |
| 1. Amendment of Tender Documents | 4.1 At any time prior to the deadline for submission of the request for participation /bid, the Contracting Authority/Entity may amend the Tender Documents by issuing an addendum for these changes.  4.2 Any addendum issued shall be part of the Tender Documents and shall be published the same way as the Tender Documents.  4.3 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 high monetary threshold and by at least 7 days for procedures under the high monetary threshold. | |
| B. PREPARATION OF REQUEST FOR PARTICIPATION AND BIDS | | |
| 1. Bidding costs | 5.1 The Economic Operator shall bear all costs related to the preparation and submission of the request for its participation / bid, and the Contracting Authority/Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procedure. | |
| 1. Language of the Bid | 6.1 Request for participation / Bid, as well as all correspondence and documents relating to the tendering procedure shall be submitted in the language/s specified in the contract notice. Supporting documents and printed literature that are part of the Request to Participate or the Bid may be in another language provided they are accompanied by an official translation of the relevant passages in the language specified in the contract notice. | |
| 1. Components of the Request for Participation and Bid | 7.1 Request for participation / Bid shall comprise all supporting documents as required by the Contracting Authority / Entity. | |
| 1. Tender Forms | 8.1 The Economic Operator shall submit the Economic Bid Form in accordance to the form furnished in Section II: All accompanying Forms must be completed without any alterations; no substitutes shall be accepted. All blank spaces shall be filled in with the information requested;  8.2 For procurement procedures that take place in written form, the original request for participation / offer must be printed or written in indelible ink. All request for participation / bid forms, except for fixed and printed literature, must be provided with initials or signed by the Authorized Person (s). Any change in the request for participation / offer must be legible and signed by the Authorized Persons. | |
| 1. Alternative bids | 9.1 Unless otherwise indicated in the contract notice and tender documents, alternative proposals or alternative times for completion shall not be considered. | |
| 1. Calculation of Economic Bid | 10.1 Prices offered by the Economic Operator in the Tender Form shall conform to the requirements specified in the contract notice and tender documents.  10.2 An Economic Operator shall complete Economic Bid Form attached to this TD, indicating the goods to be delivered, their quantities and price.  10.3 All prices shall be quoted in the Currency as per the Contract Notice, including all applicable taxes, but not VAT. If the prices are quoted in a foreign currency as defined in Contract Notice, they shall be converted into Albanian ALL (ALL) at the exchange rate fixed by the Central Bank of Albania on the day the Contract Notice is sent for publication and shall be maintained at that exchange rate until the expiry of the bid validity period.  10.4 The Bidder must indicate in the Bid Form, the total bid prices of all Goods excl. the VAT. VAT value, when applied, is added to the price given and represents the total value of the bid.  10.5 In the case of a Framework Agreement where all conditions are NOT specified, the prices for contracts based on the framework agreement are not fixed; they are subject to change after a mini - competition between Economic Operators, parties to the Framework Agreement. | |
| 1. Currencies | 11.1The currency(ies) of the bids and the currency(ies) for payment shall be as specified in the Contract Notice. | |
| 1. Period of Validity of Bids | 12.1 Bids shall be valid for the period specified in the Contract Notice after the Bid submission deadline date prescribed by the Contracting Authority/Entity; a Bid for a shorter period is not valid and will be rejected.  12.2 The Bid Insurance may be submitted in one of the following forms:  a) Payment by the bidder, in monetary value, to the account of the Contracting Authority or entity  b) Bank guarantee  c) Insurance guarantee  The above documents must be valid throughout the validity period of the bid. | |
|  | 12.3 The bid validity period starts from the moment of bid opening. In any case, at least 5 days before the expiration of the time limit for the validity of the bids, the Contracting Authority/ Entity may request the Bidder in writing to extend the validity period, up to a certain date. The Bidder may reject this request in writing without losing the right to a refund of the bid security, if any. The Bidder who agrees to extend the bid validity period shall notify the Contracting Authority/Entity in writing, and shall submit an extended bid security, if any. The offer cannot be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the bid validity period, or does not accept the request in question, or does not present an extended bid security, when requested, then the Contracting Authority/Entity will reject the Bid.  12.4 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 provision of the first paragraph of this point, then the Economic Operator cannot be penalized for this, so his bid security will not be forfeited. | |
| 1. Format and Signing of the request for participation and Bids 2. Confidentiality | 13.1 In response to the Contract Notice, each Economic Operator submits the request for participation according to the standard forms in this TD which will be signed by the person / s authorized for this purpose. When invited by the contracting authority / entity to submit a bid according to the standard forms in this TD, the Bid will be signed by the responsible person / persons authorized for this purpose.  14.1 Contracting authority / entity must maintain confidentiality according to the provisions of article 16 of the LPP | |
| C. SUBMISSION, OPENING AND EXAMINATION OF REQUESTS FOR PARTICIPATION / BIDS | | |
| 1. Request for Participation / Bid | 15.1 The Economic Operator submits a request for participation / bid using the forms submitted in Sections II and III. The form must be completed without any change to its format, and no substitutions will be accepted. All empty spaces will be filled with the required information. | |
| 1. Documents proving the qualifications of the economic operator | 16.1 To test its qualifications for the performance of the Contract, the Economic Operator shall provide the information required in Section II: Annexes | |
|  | 16.2 Failure to provide information, which is essential to evaluate the Economic Operator's qualifications, may result in the disqualification of the Economic Operator. | |
| 1. Submission of the request for participation / Bid | 17.1 In online procedures, the Economic Operators shall upload their request for participation /bid in the Electronic Procurement System as per the specifications in the respective manuals.  17.2 Regarding to procurement procedures, which are developed in a written form, the Economic Operators shall submit only original request for participation / Bid sealed in one non - transparent envelope, stamped and signed with the name and address of the Economic Operator and marked: **“Expression of Interest; Notice No \_. “DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION COMMISSION, NOT BEFORE --------------dd/mm/yyyy, at hrs\_\_\_\_\_\_\_\_\_”.** | |
| 1. Deadline for submitting the request for participation / Bid | 18.1 The request for participation / Bid must be received and opened by the contracting authority / entity no later than the date and time specified in the contract notice / Invitation for Bid. | |
| 1. Withdrawal, Replacement and Modifications | 19.1 The Economic Operator may withdraw, replace or modify the request for participation / Bid, at any time before the deadline for its receipt.  19.2 In procurement procedures which take place in writing, bidders may modify or withdraw the request for participation / Bid provided that the modification or withdrawal is made before the deadline for their submission. Both modifications and withdrawals must be communicated to the Contracting Authority / entity in writing, prior to the submission deadline. The envelope containing the bidder's statement must be marked: "MODIFICATION Request for participation / Bids" or "WITHDRAWAL Request for participation / Bids | |
| 1. Qualification of economic operators | 20.1 For some of the acceptance criteria required in the tender documents, the Economic Operator must submit the Summary Self-Declaration Form as a preliminary proof in the form of a statement, stating that its Request is in accordance with the Technical Requirements, conditions and criteria set out in the Contract Notice and Tender Documents.  20.2 The information reflected in the self-declaration form, which is located in a database, where the contracting authority can directly access this information and / or document, must be accompanied by the relevant address for this database.  20.3 The economic operator must submit the required documentation for all criteria for which self-declaration is not allowed.  20.4 The Economic Operator is responsible for all documentation submitted as part of the Request for Participation / Bid. In case of verification of the content of the submitted documentation, or of the Self-Declarations, when their content does not turn out to be true, the Economic Operator is in the conditions provided in Article 78, point 1, letter (a) of the Law on Public Procurement ( LPP). | |
| **D. NOTIFICATION TO ECONOMIC OPERATORS** | | |
| 1. Notification of Qualification or Selection | 21.1 The contracting authority / entity notifies the economic operators of the results of the first stage of the procedure. This notice shall include, as a minimum: the names of qualified economic operators or economic operators selected to be invited to submit tenders. | |
|  | 21.2 The notice to be sent to economic operators will state the specific reasons for the rejection of their application for participation. | |
| 1. Invitation to Bid | 22.1 The contracting authority / entity will invite to bid for the contract only those economic operators that are qualified in the first stage. | |
| DH. SUBMISSION AND OPENING OF BIDS | | |
| 1. Submission of Bids | 23.1 The Bids shall be submitted solely by the Economic Operators who have received an invitation for tender from the Contracting Authority/Entity. | |
| 1. Deadline for Submission of Bids | 24.1 The bid must be submitted within the deadline set by the contracting authority / entity. If the contracting authority / entity extends the deadline for receipt of bids, economic operators may submit their bids within the extended deadline.  **The offer must include the following documents:**  a) Economic Bid Form.  b) Documents related to the procurement object (technical specifications, brochures, etc.)  \_\_\_\_\_\_\_\_\_\_\_,  \_\_\_\_\_\_\_\_\_\_\_,  c) (Option) alternative technical offer (if provided)  A Bidder must submit only one bid. | |
| E. EXAMINATION OF BIDS | | |
| 1. Bid responsiveness | 25.1 A responsive/valid bid is one that meets the requirements of the Tender Documents without material deviation, reservation, or refusal as defined below: | |
|  | (a) **“Deviation”** is a departure from the requirements specified in the Tender Documents; | |
|  | (b) “**Reservation”** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and | |
|  | (c) **“Refusal”** is the failure to submit part or all of the information or documentation required in the Tender Documents. | |
|  | 25.2 If a bid is not responsive to the requirements of the Tender Documents, it shall be rejected. | |
| F. EVALUATION OF BIDS | | |
| 1. Award criteria 2. Evaluation of Bids and Correction of Arithmetical Errors and Abnormally low tenders | 26.1 The Contracting Authority shall determine the most economically advantageous bid on the basis of award criteria as prescribed on the Contract Notice and in the TIS of the Tender Documents as follows.  **(Option 1) - Most Economically Advantageous Tender based on costs:**  Regarding to evaluation criteria, the specific weight of each criterion should be specified, namely, the number of points for each criteria and the way how points for consecutive bidders shall be calculated.  All the established criteria for evaluation of bids shall be objective and be expressed in figures. In each case, when there is more than one criteria, the weight of price criteria shall not be less than 50 points. The maximum points to be acquired for a bid shall be 100.  The formula by which bidders’ points are calculated, in each case shall be:  Po= Pk1+Pk2+Pk3+.....  Where:  Po - are total points of the evaluated bid  Pk1/Pk2/Pk3/... - are the points for each evaluated criterion  The points for each criterion are calculated according to the formula:  Pk1= Vmink1 x Pmaxk1/Ok1  Pk1 \_\_\_\_\_ Points of criterion to be evaluated  Vmin k1 Lowest value of the criterion to be evaluated  Pmaxk1 Maximum points given to the evaluated criterion  Ok1 Bid’s indicator for the evaluated criterion  **(Option 2) - Most Economically Advantageous Tender Based on Price:**  The contract shall be awarded to the Bidder who has offered the lowest bid price.  **NOTE**: Only one of the options will be selected by the Contracting Authority/Entity as the evaluation criteria. The use of both options in the TD makes the procedure null and void.   1. The Contracting Authority/Entity shall award the Contract to the Economic Operator whose bid has resulted to be most economically advantageous. 2. The Contracting Authority / Entity uses as evaluation criteria one of the criteria defined in the Contract Notice   27.1 The Contracting Authority/Entity shall verify the submitted bids whether they contain arithmetical errors. If the bids result with arithmetical errors the Contracting Authority/ Entity shall correct these errors as follows:  If there is a discrepancy between the unit price and the total price, which results from multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be adjusted accordingly.  If there is any discrepancy in the total price, when the total is the sum or difference of the sub-totals, the sub-total price prevails and the total price is corrected based on it.   1. If there is any discrepancy between words and numbers, the amount in words shall prevail. An exception to this rule is the situation when the sum is related to the error, which will be corrected according to points (a) and (b) above, therefore in this case the sum in numbers prevails and the one in words will be corrected. 2. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.   In any case, the Bid with arithmetical errors shall be rejected when:  - the absolute value of all corrections is more than 2% of the value of the offered economic bid;  - the absolute value of all corrections is less than 2%, but the correction is not accepted by the bidder.  27.2 When the contracting authorities or entities notice that the bid is abnormally low, it requires the Economic Operator to submit within three working days’ explanations of the price or costs proposed in the tender, according to article 93 of the PPL and evaluates the information provided, in consultation with the bidder and in accordance with the provisions of this article.  - In case when two or less bids are valid, in accordance with article 93 of the PPL, the bid is considered abnormally low when it is reduced more than 25% of the accrued limit fund.  - In case when three or more bids are valid, in accordance with article 93 of the PPL, the bid is considered abnormally low if its value will be less than 85% of the average of valid bids.  If one or several bids are evaluated as abnormally low, the bid evaluation commission must seek clarification from the bidders, before making a decision on their qualification or not, in accordance with Article 93 of the PPL.  In any case, the bidder has the obligation to argue and document with written evidence, explanations for the specific element / elements of the bid, in accordance with the requirements of Article 93 of the PPL.  27.3 The formula to be applied, to consider an abnormally low bid, in the case, when there are three, or more valid bids is, as follows:  **O - Offer**  **MO – Average of valid Bids**  **N - Number of valid Bids**  **PR(Zm) - Possible Rebate**  **MO = O1 + O2 + O3 + … On / N**  **PR = 85 % Mo**  **Evaluated bid value < .. PR ......... consequently the bid is Abnormally Low** | |
|  | 27.4 If an Economic Operator does not accept the correction of arithmetical errors, or if the Bidder fails to provide an excuse to convince the Contracting Authority/Entity, in case of abnormally low tender, its Electronic bid shall be declared non-responsive and rejected.  27.5 Lot drawing process  If two or more bids have the same lowest price, then the winner shall be determined by lottery, in the presence of the bidders. The bidders shall be notified on the date and time of the drawing of the lot. The bidders failure to participate during the lot drawing processes does not constitute a ground for disqualification. | |
| G. AWARD OF CONTRACT | | |
| 1. Award notice | 28.1 Within the period of bid validity, the Contracting Authority/Entity shall notify the successful Economic Operator that its Electronic bid has been accepted and awarded; | |
| 1. Signing of Contract /Framework Agreement | 29.1 Upon, -confirming the winner/s -, the Contracting Authority shall prepare, sign and invite the successful Economic Operator/s to sign the Contract/framework Agreement.  29.2 The Contracting Authority/Entity shall require an insurance for the contract performance to the winner. The amount of the insurance coverage for the contract performance shall be 10 % of the contract value. The contract insurance form, shall be submitted before signing the contract.  The insurance for the contract performance may be submitted in one of the following forms:   1. bank guarantee 2. guarantee from insurance company | |
| I. COMPLAINTS | | |
| 1. Complaint Procedure | 30.1 In the event that the Economic Operator which has an interest on the scope of the tender and risks to be damaged by the decision-making of the Contracting Authority/Entity may simultaneously submit a complaint to the Contracting Authority/Entity and Public Procurement Commission with regard to the Tender Documents, qualification and/or selection of Economic Operators to be invited to bid, as per the provisions in the PPL and secondary legislation. | |
|  | 30.2 The Contracting Authority/Entity may request the Public Procurement Commission to issue interim measures in order not to suspend the procurement procedure. | |
| E. CANCELATION OF THE PROCEDURE | | |
| 1. Cancelation of the Procedure | 31.1 The Contracting Authority / Entity publishes the notice for cancellation of the procurement procedure, in the same way as the contract notice is published, no later than 5 (five) days from the date of expiration of the deadline for submission of complaints, or awarding the final decision on the appeal.  31.2 The contracting authority publishes the decision of cancellation only after the expiration of the appeal deadlines according to the provisions of article 110 of the LPP.  31.3 The Contracting Authority/Entity or 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 in PPL.  Also, the head of the authority/ entity decides to suspend the procedure as per the specifications in Article 19 of the PPL and Article 75 of the Decision of CM 285/2021.  31.4. When the public procurement procedure is cancelled in accordance with letter "d" of paragraph 2, the Contracting Authority or entity must not announce a new procedure for the same procurement scope and with the same data. |
|  |  |

**Appendix 1**

*(Appendix to be submitted by the Economic Operator)*

**REQUEST FOR PARTICIPATION FORM**

Name of **Economic Operator** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: [Name and address of the contracting authority / entity]

\* \* \*

Procurement procedure: *[type of the procedure]*

Procedure number / Lot reference \_\_\_\_\_\_\_\_\_\_

Brief contract description: [object]

Publication (if applicable): Public Notice Bulletin [Data]

\* \* \*

In reference to the above-mentioned procedure, we, the undersigned, submit our expression of interest to participate in this procedure.

**Name of Bidder Representative**

**Signature**

**Seal**

**Appendix 2**

*(Appendix to be filled in by the Contracting Authority only for qualified/selected Economic Operators based on the request for participation)*

**INVITATION TO BID FORM**

[Date]

To: *[Name and address of qualified/selected Economic Operator]*

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

Procurement Procedure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Procedure number / Lot reference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In reference to the abovementioned procedure, we hereby inform you that *[name and address of selected Candidate],* after the evaluation of the documentation submitted during the first phase you have been qualified for the bidding phase of this procurement procedure.

Therefore, we ask you to please submit to [*the Contracting Authority herein]*

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your bid, while taking into consideration the following:

**The deadline for submission and opening of the bid is:**

Date //(dd/mm/yyyy) Time:

Address

When the bid is required to be submitted by electronic means, Economic Operators must submit the bid electronically on the PPA official website,[**www.app.gov.al.**](http://www.gov.al/)

**Information on bids submitted by electronic means is transmitted to all those Economic Operators that have submitted bids, upon their request.**

The language(s) for bid drafting shall be:

Albanian X English X

Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Award criteria

The award criteria are as follows:

A) **the most economically advantageous bid based on cost**

As per importance:

Price points

\_\_\_\_\_\_\_ points

\_\_\_\_\_\_\_ points

\_\_\_\_\_\_\_ points

The Contracting Authority/ Entity must specify the points for each established evaluation criteria.

**OR**

B) **the most economically advantageous bid based on price**

**In the case of Framework Agreement, when the unit price evaluation criteria will be used, for comparison purposes, the evaluation of bids will be made on the basis of sum of the unit prices (***This method of evaluation shall not be used by the contracting authorities/ entities in cases where the quantities are estimable on annual basis according to previous experience and where the Framework Agreement is used for the procurement of continuous goods and services. In such a case the lowest price shall be estimated with the lowest total value offered).*

Looking forward to receiving your bid.

**[Head of contracting authority / entity]**

**Appendix 3**

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

**BID FORM**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The number of reference of the procurement procedure / Lot:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For **(the Economic Operator indicates the name of the contracting authority/ entity)**

The name and NUIS number of the bidder

[The Economic Operator indicates the name of the bidder and NUIS number].

We, the undersigned, declare that:

1. We have examined and have no reservations to the Tender Documents of the procedure with the scope: [***insert object of the Tender procedure published on the EPS]****,* including issued clarifications and addenda.
2. We **[enter Economic Operator name and unique identification number, and/or members of JOE, if applicable)**, are not exempted from the right to be awarded public contracts and comply with qualification requirements and contract-specific requirements as specified in the Contract Notice ***[insert the object of the Tender procedure /Lot]****.*
3. We offer to realize for Contracting Authority/Entity: ***[enter Contracting Authority/Entity name]****,* in conformity with the Tender Documents (see below), the works for ***[insert the CPV of the relevant procedure /lot from the Contract Notice published on the EPS]*** in accordancewith the Technical Offer at the prices entered in the estimate, with all technical designs, with the requirements in the design task or terms of reference, if applicable, and in accordance with the Terms and Conditions of Contract which appear in the Tender Documents.
4. Our bid is in accordance with the following documents:
5. Instructions for Economic Operators;
6. Contract Notice;
7. Selection Criteria;
8. Technical Specifications, Designs and any technical documentation;
9. Price Bill of Quantities
10. Terms of Reference (if applicable)
11. Design Task (if applicable)
12. General Conditions of Contract;
13. Special Conditions of Contract;
14. The total price of our Bid, **exclusive of VAT**, is: ------------- ***[the Economic Operator shall enter figures and words];***

|  |  |
| --- | --- |
| **Name of the bidder representative:** |  |
| **Signature** |  |
| **Stamp** |  |
| **Date** |  |

|  |
| --- |
| Appendix 4.  *(Appendix to be submitted by the economic operator)*  PRICE SCHEDULE ACCORDING TO ITEMS OF THE BILL OF QUANTITIES |
| **Date:** |
| **Reference Number of the procurement procedure/ Lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name and Unique Identification Number of the Economic Operator/s (in case of JOE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Currency: \_\_\_\_\_\_\_\_\_\_\_\_** |
| In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Economic Operators. |
| Prices and currencies to be in accordance with the Instructions to Economic Operators. |
| All items in the Price Schedule Form according to the items of the estimate and the work realization schedule shall be entered and the offered price per each item in the estimate must be provided. The unpriced items of the Bill of Quantities shall be considered as non-bidden items and it will lead to the rejection of the bid. |

**Detailed economic bid**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **No. Analysis** | **Description of works** | **Unit** | **Amount** | **Price /**  **unit** | **Total Price** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Sum** | |  | | | |
| **Reserve Fund** | |  | | | |
| **Sum** | |  | | | |
| **VAT** | |  | | | |
| **Total Sum** | |  | | | |

**Bidder's signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seal**

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

**Appendix 5.**

[*Appendix to be submitted by the Economic Operator)*

[*Letterhead of the Bank / Insurance Company*]

BID SECURITY FORM

*[Date\_\_\_\_\_]*

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

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

|  |  |
| --- | --- |
| \* \* \*  Procurement procedure *[type of procedure]*  Short description of the contract: *[object]*  Publication *(if applicable):* Public Notice Bulletin *[Date] [Number]/Reference No. in the PPA page*  \* \* \*  Referring to the aforementioned procedure,  We certify that [*name of the secured bidder*] has made a deposit near the [*name and address of the bank] has been guaranteed at [name and address of the insurance company*] at the amount of ***786.400.000 (seven hundred eighty-six million four hundred thousand) Albanian Lek or 7.837.352,99 (seven million eight hundred thirty seven thousand three hundred fifty two point ninety nine)Euro***, as a condition to secure the bid submitted by the aforementioned economic operator.  We undertake to transfer to the account of [*name of the Contracting Authority/ Entity*] the secured amount, within 15 (fifteen) days from your first simple and written request, without asking for explanations, on condition that the request mentions the non-fulfilment of one of the following conditions:   * The bidder has withdrawn or changed the bid, after the deadline for submission of bids or before the deadline, if so specified in the tender documents; * The bidder has refused to sign the procurement contract when the contracting Authority/ Entity so requests; * The bidder did not submit the Performance security, where the bid was declared the winner or did not meet any other conditions before signing the contract specified in the tender documents.   This security shall be valid for the period specified in [*the* *contract notice*].  **[Representative of the bank / insurance company]** | |
|  |  |

**Appendix 6**

*[Appendix to be submitted by the Economic Operator, if applicable]*

**LIST OF CONFIDENTIAL INFORMATION**

(Write down the information you wish to remain confidential)

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

**ATTENTION**

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

It is not considered as constituting a commercial secret the information that should be made public under the law, that is related to a violation of the law or that is to be published on the basis of good commercial practices and principles of commercial ethics. More specifically: The economic operator may not classify as confidential: the bid price, the price schedule, the catalogue, the information related to the bid selection criteria, public documents, excerpts from public registers and other information that must be made public or that are not confidential in compliance with applicable law.

**Bidder Representative**

**Signature**

**Seal**

**Appendix 7.**

[ *Appendix to be completed by the 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:

Attached to the Standard Tender Dossier – File:

II.1-ALB Appendix 7.1 Scope of Work.pdf

II.1-ENG. Appendix 7.1 Scope of Work.pdf

II.2-ENG. Appendix 7.2 Specifications.pdf

II.2-ALB. Appendix 7.2 Specifications.pdf

II.3. Appendix 7.3.1.1 General Layout of Benchmarks.pdf

II.3. Appendix 7.3.2.1 Dredging Overview.pdf

II.3. Appendix 7.3.3.1 Phase 1 (Initial) Layout.pdf

II.3. Appendix 7.3.1 Drawings - General.pdf

II.3. Appendix 7.3.5.1 Northern Breakwater.pdf

II.3. Appendix 7.3.6.1 Aids to Navigation (AtoN).pdf

II.3. Appendix 7.3.9.1 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.10.1 Medium Voltage Lighting.pdf

II.3. Appendix 7.3.11.1 Access Road\_Part1.pdf

II.3. Appendix 7.3.1.2 Existing road network.pdf

II.3. Appendix 7.3.2.2 Disposal Overview.pdf

II.3. Appendix 7.3.3.2 Stock Pile Areas.pdf

II.3. Appendix 7.3.2 Dredging and Disposal.pdf

II.3. Appendix 7.3.5.2 REV & SP.pdf

II.3. Appendix 7.3.9.2 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.10.2 Medium Voltage Lighting.pdf

II.3. Appendix 7.3.11.2 Access Road\_Part2.pdf

II.3. Appendix 7.3.1.3 Re located existing Road (RTC & Military zone).pdf

II.3. Appendix 7.3.2.3 Dredging Cross-Sections.pdf

II.3. Appendix 7.3.3.3 Stage 1 Site preparation.pdf

II.3. Appendix 7.3.3 Reclamation & Soil Improvement.pdf

II.3. Appendix 7.3.5.3 Southern Breakwater\_Part2.pdf

II.3. Appendix 7.3.5.3 Southern Breakwater\_Part1.pdf

II.3. Appendix 7.3.9.3 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.10.3 Medium Voltage Lighting.pdf

II.3. Appendix 7.3.11.3 Access Road\_Part3.pdf

II.3. Appendix 7.3.1.4 Existing Electrical supply network.pdf

II.3. Appendix 7.3.2.4 Dredging Cross-Sections.pdf

II.3. Appendix 7.3.3.4 Stage 2 Excavation works.pdf

II.3. Appendix 7.3.4 Quay - Part 4.pdf

II.3. Appendix 7.3.4 Quay - Part 3B.pdf

II.3. Appendix 7.3.4 Quay - Part 3A.pdf

II.3. Appendix 7.3.4 Quay - Part 2.pdf

II.3. Appendix 7.3.4 Quay - Part 1.pdf

II.3. Appendix 7.3.9.4 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.4 Access Road\_Part4.pdf

II.3. Appendix 7.3.1.5 Proposed Electrical supply network.pdf

II.3. Appendix 7.3.2.5 Transition hard and soft material.pdf

II.3. Appendix 7.3.3.5 Stage 2 Excavation works - Cross Sections.pdf

II.3. Appendix 7.3.9.5 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.5 Access Road\_Part5.pdf

II.3. Appendix 7.3.1.6 Existing and proposed Oil supply network of RTC.pdf

II.3. Appendix 7.3.3.6 Stage 3 Installation of reclamation fill.pdf

II.3. Appendix 7.3.6 Aids to Navigation.pdf

II.3. Appendix 7.3.9.6 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.6 Access Road\_Part6.pdf

II.3. Appendix 7.3.1.7 Soil Investigation.pdf

II.3. Appendix 7.3.3.7 Stage 4 Installation of stone columns.pdf

II.3. Appendix 7.3.9.7 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.7 Access Road\_Part7.pdf

II.3. Appendix 7.3.1.8 Existing situation.pdf

II.3. Appendix 7.3.3.8 Stone column details for Basin Southern Slope.pdf

II.3. Appendix 7.3.8 Pre-Gate Registration Building Cover\_Part2.pdf

II.3. Appendix 7.3.8 Pre-Gate Registration Building Cover\_Part1.pdf

II.3. Appendix 7.3.8 Administration Building\_Part1\_Part4.pdf

II.3. Appendix 7.3.8 Administration Building\_Part1\_Part3.pdf

II.3. Appendix 7.3.8 Administration Building\_Part1\_Part2.pdf

II.3. Appendix 7.3.8 Administration Building\_Part1\_Part1.pdf

II.3. Appendix 7.3.9.8 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.8 Access Road\_Part8.pdf

II.3. Appendix 7.3.1.9 Master Plan Phase 1 Initial.pdf

II.3. Appendix 7.3.3.9 Stone column details for Basin Southern Slope.pdf

II.3. Appendix 7.3.9.9 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.9 Access Road\_Part9.pdf

II.3. Appendix 7.3.3.10 Stone column details for Quay structure.pdf

II.3. Appendix 7.3.9.10 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.10 Access Road\_Part10.pdf

II.3. Appendix 7.3.3.11 Stone column details for Quay structure.pdf

II.3. Appendix 7.3.9.11 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.11 Access Road\_Part11.pdf

II.3. Appendix 7.3.3.12 Stage 5 Preloading.pdf

II.3. Appendix 7.3.9.12 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.12 Access Road\_Part12.pdf

II.3. Appendix 7.3.9.13 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.13 Access Road\_Part13.pdf

II.3. Appendix 7.3.9.14 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.14 Access Road\_Part14.pdf

II.3. Appendix 7.3.9.15 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.11.15 Access Road\_Part15.pdf

II.3. Appendix 7.3.9.16 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.17 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.18 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.19 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.20 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.21 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.22 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.23 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.24 Drainage, Water Supply & Sewerage.pdf

II.3. Appendix 7.3.9.25 Drainage, Water Supply & Sewerage.pdf

Appendix 8

(*Appendix to be completed by the Contracting Authority/Entity)*

*(This Appendix in the case of the Framework Agreement shall be completed by the contracting authority/ entity only during the re-opening of the mini-competition process*)

**WORKS EXECUTION SCHEDULE**

**Deadlines for performance of works: 40 (forty) months.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1**  **No** | **2**  **Description of the works** | **3. Deadline for performance** | | | | |
| **Week 1 / Month 1** | **Week 2 / Month 2** | **Week 3 / Month 3** | **Week 4 / Month 4** | **Week 5 / Month 5** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |

Note. The contracting authority / entity may add rows depending on the items of works and columns depending on the deadline for their realization.

**Appendix 9**

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

**SELECTION/ QUALIFICATION CRITERIA FORM**

1. **GENERAL SELECTION /QUALIFICATION CRITERIA**

The Bidder shall declare that:

a) It is registered at the Commercial Register as per the legislation of the country where it operates or as per the specific legislating in case of a non-profit organization, has its activity the object of the procurement and has an active status:

b) is not under a process of bankruptcy (active status)

c) is not convicted of any criminal offences, in accordance with Article 76/1 of the PPL

ç) the person (s) acting as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling powers within the Economic Operator, is not convicted or has not been convicted by a final court decision for any criminal offenses, defined in article 76/1 of the PPL.

d) is not convicted by virtue of final court decision regarding the professional activity.

dh) has no outstanding payments of taxes and social security contributions, or it is in one of the conditions foreseen in Article 76/2 of the PPL.

e) has paid the electricity, and meets the requirements arising from the legislation in force. This information is required for Economic Operators, which operate in the territory of the Republic of Albania.

f) is not in conditions of conflict of interest, according to the legislation in force;

g) exercises the activity in accordance with respective environment, social and labour 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 in the quality of member of the administration, management, or supervisory body, shareholder or partner or with representative, decision-making, or controlling powers, in it persons who are /have been in this quality in an economic operator which has been excluded from the right to benefit public funds, by decision of the Public Procurement Agency, during the time this decision is in force.

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

These criteria should be fulfilled with the submission of the Summary Self-Declaration Form of the economic operator on the day of the opening of the Bid, according to Appendix 10.

In case of joining venture of economic operators (JV), each member of the group must submit the above -mentioned self - declaration.

In case the bidding economic operator will rely on the capacities of other entities, the above-mentioned Self-Declaration must also be submitted by the supporting entity.

**The General Admission Criteria should not be altered by the Contracting Authorities/Entities**.

In any case, the Contracting Authority/Entity has the right to carry out the necessary verifications on the authenticity of the information declared by the Economic Operator, as per above.

**2. SPECIAL QUALIFICATION CRITERIA**

**1. Bidder shall submit:**

*a) Bid Security, as per Appendix 5 of Standard Tender Documents (STD)*

*b) Summary Self–Declaration form, as per Appendix 10 of STD.*

**2. Bidder shall submit:**

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

The Bidder shall submit the following documents:

1. A document that certifies that the Bidder's capital and assets are not the subject of a declaration of bankruptcy. This certificate shall be issued by the competent authority in the country where the Bidder is registered and operates;
2. The detailed organizational structure of the Bidder;

In addition:

* + - The Bidder shall be allowed to conduct commercial activities in Albania and/or EU;
    - Any direct shareholder of the Bidder 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;

1. In the case of a Bidder being composed of a Joint Venture (JV) of economic operators, each member of the JV shall submit the above-mentioned documents;
2. In the case of a Joint Venture of economic operators, the following documents shall be submitted:
   * + A notarized agreement under which the Joint Venture of economic operators is officially established and where the portion of the work that each member will perform is specified, expressed as a percentage;
     + A Special Power of Attorney.

**2.2 Economic and financial capacity:**

The Bidder shall have the necessary financial resources to execute the works and shall be able to sustain any risk that might occur, as provided for or implied in the General and Special Conditions of Contract. Within this context, the Bidder shall demonstrate that it fulfils the following requirements:

1. In order to prove the financial and economic capacity for the implementation of the works, the Bidder shall submit documentary proof of its annual turnover for the last 3 years (2021, 2022, 2023). The minimum value of the annual turnover of at least one of these three years should have been at least equal to twice the amount of the Limit Fund value;
2. In order to verify the fulfilment of the requirement under (a) above, the Bidder shall submit the turnover statement or copies of the audited financial statements for the said three years, as issued and confirmed by a certified public accountant. (This requirement will be considered fulfilled if there is no negative ratio between assets and liabilities in two consecutive balance sheets).
3. Foreign operators may present a confirmation statement in case their country of origin does not issue the required documents to verify financial balance sheets or annual turnover.

**2.3 Technical capacity:**

**2.3.1** The Bidder shall meet the following minimum requirements[[2]](#footnote-2):

1. Similar experience in at least one contract of a total value of not less than 50% of the Limit Fund value, while such contract has been executed within the last 5 (five) years’ period.

Additionally, for main works, the following previous similar experience requirements shall apply:

* *Dredging and reclamation similar experience:* Similar experience in at least one contract of a total value of not less than 60m Euro, executed within the last 5 (five) years;
* *Revetment/Breakwater similar experience:* Similar experience in at least one contract of a total value of not less than 50m Euro, executed within the last 5 (five) years;
* *Quay construction similar experience:* Similar experience in at least one contract of a total value of not less than 16m Euro, executed within the last 5 (five) years.

OR

1. Similar works experience calculated as the sum of all similar experience in works contracts implemented within the last 5 (five) years’ period and with a value not less than twice the Limit Fund value.

Additionally, for main works, the following previous similar experience requirements shall apply:

* *Dredging and reclamation similar experience:* Similar works experience calculated as the sum of all similar experience in works contracts implemented within the last 5 (five) years and with a value not less than 240m Euro.
* *Revetment/Breakwater similar experience:* Similar works experience calculated as the sum of all similar experience in works contracts implemented within the last 5 (five) years and with a value not less than 200m Euro.
* *Quay construction similar experience:* Similar works experience calculated as the sum of all similar experience in works contracts implemented within the last 5 (five) years and with a value not less than 64m Euro.

When the offer is presented by a JV the condition defined in the above item 2.3.1 shall be fulfilled in accordance with DCM 285 / 2021, Article 88, Point 3.

As evidence of previous experience, the Bidder will be evaluated based on the following documents:

a) For contracts concluded with public entities, the Bidder shall submit (copies of) the following documentation:

* The Certification of the executed works where is stated the percentage of the work undertaken by each Economic Operator in the cases of a JV;
* For contracts executed as a Subcontractor, the bidding economic operator must submit: The main contract between the Contractor and the Contracting Authority, as well as the official approval as a declared subcontractor by the Contracting Authority;
* The Evaluation form of the executed works;
* The contract;
* The final payment certificate;
* The commissioning act and/or Hand over certificate (Completion certificate);

b) For contracts concluded with the private sector, the Bidder shall submit the following documentation:

* The Certification of the executed works where is stated the percentage of the work undertaken by each Economic Operator in the cases of a JV;
* For contracts executed as a Subcontractor, the bidding economic operator must submit: The main contract between the Contractor and the Contracting Authority, as well as the official approval as a declared subcontractor by the Contracting Authority;
* The contract;
* The final payment certificate;
* The commissioning act and/or Hand over certificate (Completion certificate);
* Fiscal invoice.

**2.3.2** The Bidder shall present a professional license of the company, valid for the execution of the works, subject to the contract, issued by the competent authority in the country where the Bidder is registered or operates. Alternatively, the Bidder shall submit any other documentation that demonstrates its right to conduct the professional activity in the country of origin. Licenses shall cover at least the following categories related to the performance of the contract works or any other equivalent certification (i.e. as General Constructor):[[3]](#footnote-3)

**A. General construction works**

NP-1-E Ground excavation works

NP-2-D Civil and industrial constructions;

NP-4-G Roads, highways, overpasses, railways, trams, subways, airport runways;

NP-5-F Underground workings, bridges and art works;

NP-7- D Water supply, sewerage, drainage and irrigation works;

NP 8-G Marine constructions and dredging works in water;

NP-9-G River works and protection of hydraulic systems and bonification;

NP–11- C Constructions for substations, transformer cabins, high voltage line, etc medium and energy distribution

NP-12-A Environmental engineering works.

**B. Special construction works**

NS-5 –A Plant of traffic lighting signals;

NS-8-G Construction of precast concrete, metal and wooden structures;

NS-9-G Special structural works;

NS-10-G Layers and special structures;

NS-12-C Thermal and Technological and Conditions Equipment;

NS-13-D Equipment of phone lines and telecommunications;

NS-14-A Internal, electrical, telephone, radiotelephone, TV, Equipment

NS-15-G Cleaning of sea, lake, river water;

NS-18-A Topo-geodesic works;

NS-20-A Geologic-engineering drilling, wells and drilling for water.

***Note:***

***Bidders shall have the necessary licenses to implement the contract.***

***Foreign operators shall meet the corresponding requirements of professional licenses that have been issued by their country of origin according to the above definitions. A foreign Bidder shall have its licenses for the categories of works the tender documents requires, despite the fact that the required category does not correspond to the same category number as the category of works in the license of a foreign Bidder released from its country of origin. The pre-qualified bidder, at the time of submitting the written documentation, must have insured its licenses equivalent to the licenses according to the relevant Albanian legislation before entering into the contract and starting the works, 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. This is a legal requirement for the works contract to be signed. Non-compliance with this requirement within the legal timeline will automatically lead to the disqualification of the relevant Bidder.***

**2.3.3 For the execution of the procurement object the Bidder shall provide candidates for the following positions[[4]](#footnote-4):**

|  |  |  |
| --- | --- | --- |
| **Position** | **Diplomas/Profiles** | **Total relevant experience (years)** |
| 1 (one) Project Director | Civil Engineer/ or similar | 25 |
| 1 (one) Project Manager | Civil Engineer/or similar | 20 |
| 1 (one) Construction Manager | Civil Engineer/or similar | 20 |
| 1 (one) Breakwater Expert | Hydrotechnical Engineer | 15 |
| 1 (one) Dredging Expert | Mining Engineer / Civil Engineer (Dredging Certification) | 15 |
| 1 (one) Quay Wall Expert | Civil Engineer (Structural/Industrial Construction Profile) | 15 |
| 1 (one) Quarry Expert | Civil Engineer / Geological Engineer | 15 |
| 1 (one) Road & Pavement Expert | Civil Engineer (Transport Profile) | 15 |
| 1 (one) Geotechnical Expert | Civil Engineer (Geotechnical Profile) | 15 |
| 1 (one) Mechanical & Electrical Engineer | Mechanic & Electrical Eng. | 15 |
| 1 (one) Construction Materials Expert | Geological Engineer /Civil Engineer or similar diploma | 15 |
| 1 (one) Building Expert | Cicil Engineer / Structural Eng | 15 |
| 3 (three) Construction Engineers | Civil Engineer | 15 |
| 2 (two) Surveyors | Topography and a Hydrograph (hydrographic survey) | 15 |

**2.3.4 The economic operators must have qualified /certified personnel on their staff such as[[5]](#footnote-5):**

|  |  |  |
| --- | --- | --- |
| **Position** | **Diplomas/Certificates** | **Total relevant experience (years)** |
| 1 (one) first aid and emergency intervention Expert | Civil Engineer or similar Certified as "Expert on first aid and emergency intervention” based on national or international equivalent standards | 15 |
| 1 (one) safety and health protection at work Expert | Civil Engineer/or similar Certified as "Responsible for safety and health protection at work based on national or international equivalent standards | 15 |
| 1 (one) environmental engineer | Environmental Engineer/or similar  Certified for Environmental Impact Assessment based on national or international equivalent standards | 15 |

**In order to prove the fulfilment of criteria 2.3.3 and 2.3.4 the Bidder shall provide copies of the following documents for each of the above staff:**

* Individual employment contract or engagement contract (pages with commercially sensitive information may not be provided);
* Diploma;
* Qualification certificate or equivalent;
* CV.

***Note:***

***- The Contracting Authority is not aiming to have the whole contract but only the pages pertaining to parties, timeline, position and signatures, other confidential or sensitive data can be left out.***

***The Contracting Authority requires the Individual employment contract or engagement contract, to prove the capacity of the Economic Operator and the availability of the belonging staff required in point 2.3.3 are not engaged in other contracts.***

* + 1. **The participating economic operator must have a workforce of at least 500 (five hundred) people during the last declared period (Month) from the date of the tender announcement, including key expert staff.[[6]](#footnote-6)**

The above shall be verified by the Bidder by providing copies of the following documentation:

Certification issued by the tax administration for the last declared period (July) from the date of the tender announcement, accompanied by the bidder's payment list according to a format required by the relevant tax legislation.

* + 1. **Construction equipment, required to execute the contract. Ownership / availability of the following construction equipment shall be presented by the Bidder[[7]](#footnote-7):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Nr** | **Name of equipment** | **Unit** | **Number** | **Status** |
| 1 | Dredging & disposal equipment |  |  |  |
| 1.1 | Trailer suction hopper dredger with a minimum hopper volume of 8000m3 and a minimum dredging depth of 18m | pcs | 3 | Owned or leased |
| 1.2 | Cutter suction dredger with a minimum total installed power of 10,000kW and a minimum dredging depth of 18m | pcs | 2 | Owned or leased |
| 1.3 | Backhoe dredger with a minimum dredging depth of 18m | pcs | 2 | Owned or leased |
| 1.4 | Hopper barges (minimum hopper volume 8,000m3) | pcs | 3 | Owned or leased |
| 2 | Backhoe crane (minimum 50t) | pcs | 5 | Owned or leased |
| 3 | Crawler crane (minimum 100t) | pcs | 4 | Owned or leased |
| 4 | Articulated dump truck (minimum pay load of 25t) | pcs | 23 | Owned or leased |

For the above construction equipment, the following shall be submitted by the Bidder:

* Proof of ownership or lease contracts.
* Clear photos and technical sheets for each individual equipment shall also be submitted.

The Bidder shall submit a written statement on the availability of the above construction equipment throughout the works contract period.

* + 1. **Other special qualification requirements / copies of Quality certificates that shall be submitted by the Bidder:**

- EN-ISO 9001:2015 (Quality Management System) or equivalent;

- EN-ISO 14001:2015 (Environmental Management System) or equivalent;

- ISO 45001:2018 (Occupational Health and Safety Management System) or equivalent.

\* All the above certificates, or any of their equivalents, must be issued by a conformity assessment body, accredited by the national accreditation body or by an international accreditation body.

***Note:***

***For foreign economic operators having registration in the member states of the Hague Convention (October 5, 1961), the issued documents must contain the apostille stamp in accordance with law no. 9060, dated 8.5.2003 "On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents".***

***For foreign economic operators who have registered in countries that have not ratified the Hague Convention of 05.10.1961 on "Removing the request for diplomatic and consular legalization of foreign official documents", legalization of these documents should be made in the embassies, consulates or respective offices from the country of origin.***

**All documents must be originals or notarized copies.**

**Cases of non-submission of a document, or false and inaccurate documents, are considered conditions for disqualification.**

Appendix 10

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

SUMMARY SELF-DECLARATION FORM

I. I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the quality of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the economic operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ declare in my full responsibility that:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Part I: Information concerning the Economic Operator**   |  |  | | --- | --- | | **Identification** | **Answer** | | Name of Economic operator:  (Please list all Economic Operators if you are a JV Please indicate the role of the Economic Operator in JV) | ------------------------------------------------------ | | NIPT (NUIS)-number/s: | ------------------------------------------------------ | | Postal address:  Town/City; Postcode | ------------------------------------------------------ | | Representant (name): | ------------------------------------------------------ | | Telephone: | ------------------------------------------------------ | | Email: | ------------------------------------------------------ |   **B: DECLARATION**  **Concerning the sub-contractors and entities on which capacities, the economic operator will rely on**  **(if applicable)**   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | In the quality of economic operator, I hereby declare under my full responsibility that:   * **Information on the sub-contractor**  |  |  |  |  | | --- | --- | --- | --- | | **Name of the proposed sub-contractor** | **NUIS** | **Sub-contracting percentage** | **Works / related equipment to be subcontracted** | |  |  |  |  | |  |  |  |  | |  |  |  |  |  * **Information on entities on which capacities, the economic operator will rely on**  |  |  |  |  | | --- | --- | --- | --- | | **Name (s) of entity (ies)** | **NUIS** | **Type of capacity on which the economic operator will rely on** | **Provide concrete details of the capacity** | |  |  |  |  | |  |  |  |  | |  |  |  |  |   I hereby declare that for the entity/s in which capacity (s) I will rely on, there is no reason for his /their disqualification or exclusion from the procedure, in accordance with the provisions of article 76 of the LPP, and I confirm with proof documents that they will have the required resources as stated. |   **Part II: Exclusion grounds**  **A: DECLARATION ON GENERAL QUALIFICATION CRITERIA FULFILMENT**   |  |  | | --- | --- | | **Declaration** | **References (when applicable)** | | The Economic Operator is registered in the Commercial Registry as per the legislation of the country where it operates or as per the special legislation in case on non-profit organization, has its scope of activity the object of the procurement and has active status. | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text] | | The Economic Operator has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or has been sentenced and a 5 year period has passed from the date of execution of the sentence, if no other period has been defined by the court as per the provisions of Article 76 of the PPL. | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text]] | | The person / persons in the capacity of a member of the administrative body, director or supervisor, as a shareholder or as a partner, has either a representative, decision-making or controlling power within the economic operator, as follows:  etc  has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or has been sentenced and a 5-year period has passed from the date of execution of the sentence, if no other period has been defined by the court as per the provisions of Article 76 of the PPL, etc. | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text] | | The Economic Operator has not been convicted by a final court decision for offenses related to the professional activity. | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text] | | The Economic Operator is not in the process of bankruptcy (active status). | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text] | | The Economic Operator has paid all the liabilities for the taxes payment and social security contributions, according to the legislation in force or is in one of the situations foreseen in Article 76/2 of the PPL. | If the relevant documentation is available electronically, please indicate:  The website: [text]  The issuing authority or body: [text]  Type of document: [text] | | The Economic Operator has paid all due electricity obligations, for all addresses where it operates, under the relevant legislation in force. This information is required for Economic Operators, which operate in the territory of the Republic of Albania; | If the relevant documentation is available electronically, please state:  The web address: [text]  The issuing authority or body: [text]  The type of documentation: [text] | | The Economic Operator exercises its activity in implementation of legal requirements in force, including environmental, social and labour legislation. | If the relevant documentation is available electronically, please state:  The web address: [text]  The issuing authority or body: [text]  The type of documentation: [text] | | The Economic Operator is not listed on the list of banned Economic Operators to be awarded public procurement contracts in accordance to Article 78 of PPL.  The Economic Operator does not have in the quality of the member of its Management or Supervisory Body or shareholder or partner or with representative, decision –making or controlling powers in it, person who are have been in this quality in one Economic Operator which is exempted from the right to benefit public funds by decision of the Public Procurement Agency, during the time this decision is in force. | If the relevant documentation is available electronically, please state:  The web address: [text]  The issuing authority or body: [text]  The type of documentation: [text] |   **B: DECLARATION**  **On the submission of Independent Bids**   |  |  | | --- | --- | | **Declaration** | **Answer** | | In the capacity of the Economic Operator, I hereby make this declaration pursuant to Article 1 of Law No. 162/2020, dated 23.12.2022 "On Public Procurement", and pursuant to Law No. 9121 / 2003 "On Protection of Competition", and I guarantee that the following declarations are true and complete in every aspect: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | 1. I have read and understood the content of this Declaration; | **Yes [ ]** | | 1. I understand that the submitted bid will be disqualified and / or excluded from participation in public procurement if this Declaration is found to be incomplete and / or inaccurate in all respects; | **Yes [ ]** | | 1. I am authorized by the Bidder to sign this Declaration and to submit a bid on behalf of the Bidder; | **Yes [ ]** | | 1. Any person whose signature appears in the Bid Documentation is authorized by the Bidder to prepare and to sign the Bid on behalf of the Bidder; | **Yes [ ]** | | 1. For the purpose of this declaration and the submitted bid, I understand that the word "competitor" means any other Economic Operator, other than the Bidder, whether presented as a Joint Venture of Economic Operators or not, that:   a) submit a bid in response to the Contract Notice made by the Contracting Authority/Entity;  b) is a potential bidder who, based on its qualifications, abilities or experiences, may submit a Bid in response to the Contract Notice. | **Yes [ ]** | | 1. The Bidder declares that has prepared its bid independently, without consulting, communicating and without having any agreement or agreeing with any other competitor; | **Yes [ ] No [ ]** | | 1. The Bidder declares that has consulted, has communicated, has entered into agreements with one or more competitors related to this procurement procedure. The bidder states that in the attached documents, the details of this offer include the names of the competitors, the nature and reasons for the consultation, communication, agreement or engagement (in case of a joining of Economic Operators or subcontracting). | **Yes [ ] No [ ]** | | 1. In particular, without prejudice to points 6 and 7 above, there has been no consultation, communication, contract or agreement with any competitor in regards to:   a) prices;  b) methods, factors or formulas used to calculate the price;  c) purpose or decision to submit an offer or not; or  d) submission of a bid that does not meet the specifications of the Bid Request. | **Yes [ ] No [ ]** | | 1. In addition, there has been no consultation, communication, agreement or contract with any competitor regarding the quality, quantity, specifications or specific requirements of works, services or equipment related to the concerned procurement, except where stated under point 7 above. | **Yes [ ] No [ ]** | | 1. Bid conditions have not been made known or disclosed to the other Bidders by any means, either prior to the date and time of the official opening of Bids, of Winning Bid Announcement and of Contract signing, unless required by law or if specifically stated under point 7 above. | **Yes [ ] No [ ]** |   **C: DECLARATION**  **“On disposal of necessary workforce for the realization of the works object of the contract”**   |  |  | | --- | --- | | **Declaration** | **Answer** | | In the capacity of the Economic Operator, hereby declare under my sole responsibility that:  I have the necessary employees, as defined in the tender documents, and I certify this with the relevant documentation, which I will submit in original or notarized copy if I win, or if I am required clarifications from the Contracting Authority / entity.  **Note**: If the bidder will rely also on the workforce of other entities it should declare:  The Economic Operator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall rely in the human capacities (workforce) of the supporting entity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which will make available \_\_\_\_\_ workers, (with the respective professions:\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ (if applicable). | **Employees**  Yes [ ] No [ ]  If yes, the number of employees  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I also have the following key personnel, according to the relevant profiles (professions / qualifications):  1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by profession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by our company, in the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  2. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by profession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by our company, in the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  3. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by profession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by our company, in the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  **Machinery and Equipment**  Yes [ ] No [ ]  If yes, list them with the specific data |   **D: DECLARATION**  **“On the professional Licenses”**  In the capacity of economic operator, I declare under my sole responsibility that I own the Licenses to  perform the works under this contract.   |  |  |  | | --- | --- | --- | | **Type of the License** | **Category** | **Description** | |  |  |  | |  |  |  | |  |  |  | |  |  |  |   **E: DECLARATION**  **“On the availability of vehicles / equipment / machinery necessary for the realization of**  **Works object of the contract”**  In the capacity of economic operator, I declare under my sole responsibility that I own the vehicles,  technical equipment and other physical capacities to perform this contract.  The following tools, regardless of the form of their disposal, are not engaged in any other object  and will be engaged only for the realization of this object.   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  |  | **Ownership of** |  |  | | **Type of vehicles** | **Place number** | **No of circulation permit** | **No. of chassis** | **Other** | | 1 |  |  |  |  | | 2 |  |  |  |  | | 3 |  |  |  |  | | 4 |  |  |  |  | | 5 |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  |  | **Rented** |  |  |  | | **Type of vehicles** | **Plate of the vehicles** | **No. of circulation permit of the vehicle** | **No. of chassis of the vehicles** | **No. of rent contract (notary public)** | **Duration of the rent contract (start date and end date)** | | 1 |  |  |  |  |  | | 2 |  |  |  |  |  | | 3 |  |  |  |  |  | | 4 |  |  |  |  |  | | 5 |  |  |  |  |  | | 6 |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | |  |  | **Supply contract** |  |  | | **Material/product for which the supply contract is presented** | **No. of supply contract (notary public)** | **Duration of the supply contract (start date and end date)** | **Other** |  | | 1. |  |  |  |  | | 2 |  |  |  |  | | 3 |  |  |  |  | | 4 |  |  |  |  |   **F.** **DECLARATION**  **“Of** **non-engagement of technical capacities in other contracts”**   |  |  | | --- | --- | | **Statement** | **Answer** | | In the quality of economic operator, I hereby declare[[8]](#footnote-8) under my sole responsibility that: |  | | The vehicles / equipment / machinery declared in this procurement procedure, regardless of the form of their disposal, will not be engaged in any other contract or work and will be engaged only for the realization of this object. |  | | If required, the following technical staff:  Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by profession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, employed by our company, in the role of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  etc.,  declared in this procurement procedure, is not engaged in any other public contract or employment, which is contrary to the legislation in the field of construction, and will be engaged only for the realization of this object.  The availability of a workforce of at least 500 people during the last stated period (Month) from the date of tender announcement, including key expert staff. |  |   **Date of submission of the declaration \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name, Surname, Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Please ensure that:**   * **Each participant listed in a joint venture submits a separate Self-Declaration Form.** * **In case the bidding economic operator will rely on the capacities of other entities, a separate**   **Self-Declaration form shall be submitted by the supporting entity too.**   * **Any false/inaccurate self-declaration by economic operators not only constitutes reasons for**   **disqualification from the specific procedure, but also constitutes reasons for their exclusion from**  **the right to win public contracts for up to 3 years, according to the provisions of the public**  **procurement law.**   * **In any case, the Contracting Authority shall be entitled to perform the necessary verifications**   **on the truthfulness of the information stated by the Economic Operator as per the above.**  ***Note:***   * ***In any case, before awarding the contract, the contracting authority / entity shall require the winning***   ***bidder to supply proof documents regarding the self-declarations in the summary self-declaration form,***  ***and the documents submitted as part of the electronic bid. These documents must be submitted in the***  ***original or in certified copies to the original.***   * ***The information reflected in the self-declaration form, which is found in a database where the contracting***   ***authority/entity can directly access this information and/or document, must be accompanied by the relevant***  ***address for this database.*** |

Appendix 11

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

**EVALUATION FORM**

**(This form will be accompanied by the Technical Inspection Clearance and Clearance Statements)**

|  |
| --- |
| Contracting Authority / Entity /Investor |
| Address/Tel. |
| Name of head /administrator |
| **I HERBY CERTIFY THAT:** |
| Contracting Authority / Entity /Investor has signed the contract with |
| Name of operator NUIS /  Joining of operators NUIS-s  Sub-contractors NUIS-s |
| Address (s) |
| Object of the contract: |
| |  |  | | --- | --- | | Contract start date | Contact end date | | Value according to the contract | The value realised | | % of the joining of EO. and description of the works performed by each member  Sub-contractors . |  | | Evaluation | (expressed in words) | |  | Fulfilled  Unfulfilled | |
| **Signature** |
| **Seal of the Contracting Authority / Entity** |

**Appendix 12**

### *(Appendix to be completed by the contracting authority / entity)*

### WORKS BILL OF QUANTITIES

(Attached to the Standard Tender Dossier – File: “Volume III.3 – Appendix 12”)

Appendix 13

DISQUALIFICATION NOTICE FORM**[[9]](#footnote-9)**

[Location and date]

[Name and address of Contracting Authority/Entity]

[Address of bidder]

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

Thank you for participating in the above-mentioned procedure of public procurement. The procedure was conducted in compliance with Law no. 162/2020 “On Public Procurement”.

Your offer was carefully evaluated under the conditions and requirements set forth in the contract notification and bid dossier. I regret to inform that you were disqualified because the bid submitted by you was rejected due to the following reason (s):

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

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

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

If you think that the contracting authority /entity has breached the PPL or PPR during the public procurement procedure, you have the right to initiate a review procedure following the award notice, as provided under Chapter XIV of the Public Procurement Law.

This notification shall be used in case of procurement procedures held in paper format.

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

Faithfully yours,

**Head of the Contracting Authority/ Entity**

Appendix 14

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

AWARD NOTICE FORM (PRELIMINARY)

*[Date]*

To: *[Name and address of the awarded bidder]*

Procurement / lot procedure

Number of procedure/lot reference:

Short description of the contract: *[Scope, quantities and duration of contract]*

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

Award criteria:

the most economically advantageous bid based on costs 

the most economically advantageous bid based on price 

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

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

*Company’s full name NUIS number*

Value *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(expressed in figures and words)*

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

*Company’s full name NUIS number*

Value *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(expressed in figures and words)*

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

Out of the participants, the following bidders have been disqualified:

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

*Company’s full name NUIS number the following reasons*

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

*Company’s full name NUIS number the following reasons*

\* \* \*

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

With the publication of this notice, the deadlines for appeal according to the provisions of Article 109 of Law no. 162/2020, dated 23.12.2020, “On Public Procurement” shall commence.

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

**Appendix 15**

[Appendix to be completed by the Contracting Authority / Entity]

AWARD NOTICE FORM[[10]](#footnote-10)

***(AFTER THE COMPLAINT PROCESS)***

*[Date]*

To: [Name and address of the awarded bidder]

Procurement /lot procedure: /lot reference:

Number of procedure/lot reference:

Number of procedure /LOT reference;

Short description of the contract: *[scope, quantities, and duration of the contract* ]

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

Award criteria:

the most economically advantageous bid based on costs 

the most economically advantageous bid based on price 

You are hereby informed that in this procedure the following bidders have participated with this the respective values offered:

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

*Company’s full name NUIS number*

Value \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(expressed in figures and words)*

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

*Company’s full name NUIS number*

Value \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(expressed in figures and words)*

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

The following bidders have been disqualified:

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

*Company’s full name NUIS number Reasons*

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

*Company’s full name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NUIS number Reasons*

\* \* \*

Referring to the above procedure, we hereby inform [the name and address of the awarded bidder] that the bid submitted with a total value of [the respective amount expressed in words and figures] the total score received *[ \_\_\_\_\_\_\_]* has been identified as the successful tender.

Consequently, you are requested to submit to [*name and address of the Contracting Authority/Entity and contact reference*] the Performance Security as foreseen in the Tender Documents within \_\_\_\_\_\_\_\_\_\_\_\_ days from the date of receipt / publication notification of this notice.

In case you do not agree with this requirement or fail to submit the Performance security within the deadline you are withdrawn from the contract signature, your bid security shall be forfeited and the contract shall be awarded to the next bidder in the final ranking, which bid have been submitted with a total value of {respective value expressed in words and figures] as foreseen in Article 83 of the Law no. 162/2020 “On Public Procurement”

Complaint after the Winner Notification (Preliminary)

YES NO

If Yes (*final decision for handling the complaint(s) no. date*)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complaint after the Cancellation Notice of the procedure:

YES NO

Complaints: *(The final decision for the handling of the complaint/s no. date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

Appendix 16 – NOT APPLICABLE

*[Appendix to be completed by the Contracting Authority/ Entity in the case of Framework Agreement]*

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT

[Date]

To: Name and address of successful economic operators

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

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

*3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\* \* \*

The procurement procedure:

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

Previous publications (if applicable): Public Notifications Bulletin [date] [number]

Award criteria:

the most economically advantageous bid based on costs 

the most economically advantageous bid based on price 

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

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

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

The following economic operators have been disqualified

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

*Company’s full name NUIS number reasons*

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

*Company’s full name NUIS number reasons*

\* \* \*

Referring to the abovementioned procedure we hereby inform that the following economic operators were identified as successful:

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

Total of scores received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

Total of scores received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

With the publication of this notice the complaint time limits as per the provisions of Article 109 of Law no. 162/2020 dated 23.12.2020 “On Public Procurement”

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

**Appendix 17 – NOT APPLICABLE**

*[Appendix to be completed by the Contracting Authority/ Entity in the case of Framework Agreement]*

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT

(AFTER THE COMPLAINT PROCESS[[11]](#footnote-11))

[Date]

To: Name and address of successful economic operators

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

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

*3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

The procurement procedure:

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

Previous publications (if applicable): Public Notifications Bulletin [date] [number]

Award criteria:

the most economically advantageous bid based on costs 

the most economically advantageous bid based on price 

We hereby inform that the following Economic Operators have participated in this procedure/ lot with these respective values.

Note: This form is applicable in case of complaints

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

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

The following economic operators have been disqualified

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

*Company’s full name NUIS number reasons*

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

*Company’s full name NUIS number reasons*

Referring to the abovementioned procedure we hereby inform that the following economic operators were identified as successful:

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

Total of scores received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*Company’s full name NUIS number*

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

*(expressed in figures and words)*

Total of scores received\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

As a result, you are expected to present to [name and address of the contracting authority / entity] the Performance security within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days from the day of receiving this notification to enter the draft agreement.

Complaints: (The final decision for the handling of the complaint/s no. date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Appendix 18 – NOT APPLICABLE**  General Contract Conditions (GCC)  These General Contract Conditions of (GCC), together with the Special Conditions and other documents listed therein, constitute a complete document that contains the rights and obligations of the parties | | | | |
| **Article 1 General provisions** | | | | |
| **1.1 Definitions** | | | | |
|  | | | In the Conditions of Contract (“these Conditions”), which include the Special Conditions and these General Conditions, the following words and expressions shall have the following meanings: | |
| **1.1.1 The Contract** | | | | |
| **1.1.1.1** | | | “Contract” means the paid contract entered into in writing between one or more economic operators and one or more contracting authorities / entities, having as a scope the performance of the works, in line with the PPL. | |
| **1.1.1.2** | | | “Contract Documents” means the documents listed in the Contract Agreement, including any amendments there to. | |
| **1.1.1.3** | | | “Contract Price” means the price which is paid to the Contractor as specified in the Contract. | |
| **1.1.1.4**  **1.1.1.5** | | | “Completion” means the fulfilment of all obligations by the Contractor in accordance with the terms and conditions set forth in the Contract.  “Termination of the Contract” means the non-continuation of the contract execution as per the specifications in Article 25. | |
| **1.1.1.6** | | | “Technical Specification” means characteristics of works, materials, equipment, products that will be used for the realization of the object of the contract and any additions and modifications to these specifications in accordance with the Contract. | |
| **1.1.1.7**  **1.1.1. 8** | | | “Technical designs” the detailed presentation in a visual and schematic way (in the respective drawings) of the requirements of the contracting authority / entity regarding the dimensions, volumes or technical details of the procurement object, according to the formats and / or standards provided in the relevant legislation  “Total Bill of Quantities” means the work volumes given in the design which are indicative, supplemented by the total price determined that is part of the Bid in a turnkey contract. | |
| **1.1.1.9**  **1.1.1.10**  **1.1.1.11**  **1.1.1.12**  **1.1.1.13**  **1.1.1.14**  **1.1.1.15**  **1.1.1.16**  **1.1.1.17**  **1.1.1.18**  **1.1.1.19** | | | “Unit Estimate” means the work volumes given in the design accompanied with the unchanged unit prices which are part of the bid in a measured works contract.  “Project - idea" means the requirements of the contracting authority / entity on the object of the contract, presented schematically or graphically, not necessarily fully detailed, but which include at least the minimum unchangeable data, of what is required to be realized.  "Terms of Reference" means the reflection of the purpose, or structures of a project /design which sets out the vision, objectives, scope, for the expected product, as well as its staff, roles and responsibilities, for the realization of the required product.  "Equipment" means the machinery, means and tools of the contractor temporarily brought to the construction site for the realization of the Constructions.  "Materials" means all supplies, including consumables, used by the Contractor to carry out the works.  "Object of the contract" means all the works that the contractor will provide under the terms of the contract.  "Technical Standards" means the specifications approved by a special standardization body for continuous or repeated application. Such standards are used as rules, regulations or definition of characteristics to ensure that the materials and services processed meet the purpose.  "Deadline for completion of works" means the time required for completion of the object of the contract, expressed in detail in the Schedule of Completion of Works.  "Catalogue" means a "book" containing a list of materials / equipment / products / goods including descriptions of qualities / specifications, as well as how to assemble / install or use them. Project manager means a person appointed by the Contracting Authority / Entity responsible for contract administration for the Contracting Authority / Entity.  "Site" means the physical place (location) where the works subject to the contract will be performed.  “Site Inspection Report” means the documents contained in the tender documents that reflect factual and interpreted information about the conditions of the site surface and subsoil.  "Records of activities and / or cases" document where are recorded all activities, processes or issues that occurred during the execution of works, with the date, cause, remedial measures taken if the case, the responsible party, their status or condition at completion of measures taken. | |
| **1.1.1.20** | | | “Tender” means the Economic Bid and all other documents which the Contractor has submitted with the Economic Bid, as included in the Contract. | |
| **1.1.1.21** | | | “GCC” means the General Conditions of Contract. | |
| **1.1.1.22** | | | “SCC” means the Special Conditions of Contract. | |
| **1.1.2** | | | **Parties to the contract** | |
| **1.1.2.1** | | | “Party” means the contract signatories in the quality of the Contracting Authority / Entity or the Contractor (works executor), as the context requires. | |
|  | | |  | |
| **1.1.2.2** | | | “Contractor” means the Economic Operator(s) which will perform the works subject to the contract. | |
| **1.1.2.3** | | | “Subcontractor” means any subject assigned as subcontractor for providing a part of the works goods or related services. | |
| **1.1.3** | | | **Dates, Tests, Periods and Completion** | |
| **1.1.3.1** | | | “Test of materials/ equipment” means the tests (if applicable) which are specified in the Contract and which are carried out in accordance with the Technical Specification and relevant legislation for the purpose of determining the parameters of the materials/ equipment, before their use/ assembly/ installation at the object is allowed. | |
| **1.1.3.2** | | | “Day” means a calendar day. | |
| **1.1.4** | | | **Works** | |
| **1.1.4.1** | | | “Works” means all the processes that the Contracting Authority / Entity requires from the contractor for the realization of the object of the contract. It includes excavation, construction, repair, renovation, installation, formatting, testing, relocation, transport and any process that is provided in the tender documents including related services, also defined in the tender documents. | |
| **1.1.4.2** | | | “Related Services” means the services incidental related to the realization of the processes, such as insurance, transportation, installation, commissioning, training and initial maintenance and any other service of this nature under the Contract. | |
| **1.1.5** | | | **Other Definitions** | |
| **1.1.5.1** | | | “The address of the 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** | | | “Performance Security” is as per the specifications of Article 10, “Performance Security” | |
| **1.1.5.4** | | | “Place of realization of the contract or site,”, means the place named in the SCC. | |
| **1.1.5.5** | | | “Unforeseeable” or “Unforeseen” means an event which is objectively impossible to be foreseen in the moment of the Contract Notice in the EPS. | |
| **1.1.5.6** | | | “Contract modification” is as per the specifications in Article 26. | |
| **1.1.5.7** | | | Public procurement legislation means the PPL, the public procurement rules and its implementing regulations, as specified in in the SCC. | |
| **1.1.5.8** | | | “Prohibited Practices” has the meaning as defined in the PPL. | |
| **1.2** **Interpretation** | | | | |
| **1.2.1** | | | Interpretation of the Contract, except where the context requires otherwise: | |
|  | | | (a) words indicating one gender include all genders; | |
|  | | | (b) words indicating the singular also include the plural and words indicating the plural also include the singular; | |
|  | | | (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; | |
|  | | | (d) “written” or “in writing” means hand-written, type-written, printed or electronically made; | |
| **1.2.2** | | | **Incoterms**  (a) “Incoterms” means international trading terms that constitute the rules of interpretation of trading terms that define the relevant obligations, costs, and risks associated with the transfer of Goods from seller to buyer.  (b) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.  (c) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the SCC, and published by the International Chamber of Commerce. | |
| **1.2.3** | | | **Modification**  No modification of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto. Parties many not make modifications of any element of the contract which would bring substantial changes to the conditions on which basis the Contractor has been selected. | |
| **1.2.4** | | | **Waiver**  Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived. | |
| **1.2.5** | | | **Severability**  If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| **1.3 Communications** | | | | |
|  | | | Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be: | |
|  | | | (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC;  and | |
|  | | | (b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the SCC. However: | |
|  | | | (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; 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 determinations shall not be unreasonably withheld or delayed. | |
| **1.4 Law and Language** | | | | |
|  | | | The Contract shall be governed and interpreted according to the Albanian legislation in force.  The language of the Contract shall be that stated in the SCC.  The language for communications shall be that stated in the SCC. If no language is stated there, the language for communications shall be the language of the Contract. | |
|  | | | Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a legal translation of the relevant passages, , and for the purposes of interpretation of the Contract, this translation shall govern.  The Contractor shall bear all costs of translation and all risks of the accuracy of such translation, for documents provided by the Contractor. | |
| **1.5 Priority of Documents** | | | | |
|  | | | The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction. | |
| **1.6**  **1.6.1**  **1.6.2** | | | **Contract drafting**  The announcement of the winning bid at the end of the appeal deadlines will serve for the drafting of the contract between the parties, which must be signed within the deadline provided in the Tender Documents.  The existence of the contract will be confirmed by signing the contract document. | |
| **1.7 Copyright** | | | | |
| **1.7.1** | | | Unless otherwise provided for in the contract, the copyright in all drawings, documents, products, equipment, and other materials containing data and information furnished to the Contracting Authority/ Entity by the Contractor herein shall remain vested in the latter, even if they are furnished to the Contracting Authority / Entity directly by any third Party, including suppliers of materials/ products or equipment which are used for the realization of the works object of the contract. | |
| **1.8** **Confidential Details** | | | | |
|  | | | The Contractor and the Personnel of the Contracting Authority/ Entity shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor’s compliance with the Contract and allow its proper implementation.  Each of them shall treat the Contract data confidentially, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the processes, materials, products or equipment prepared by the other Party without the prior agreement of the other Party. However, the Contractors shall be permitted to disclose any publicly available information, or information required to establish their qualifications to compete for other procedures**.** | |
|  | | | Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the contracting authority / entity to the extent required for the Subcontractor(s) to perform its work under the Contract. In such a case, the Contractor shall include in his contract with the Subcontractor(s) a provision which provides for the keeping of confidentiality as foreseen addressed to the Contractor according to this article. | |
| **1.9 Compliance with Laws** | | | | |
|  | | | The Contractor shall, in performing the Contract, comply with applicable Laws. | |
|  | | | Unless otherwise stated in the Special Conditions: | |
|  | | | (a) the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of the contracting authority/ entity which (i) such authorities or undertakings require the Contractor to obtain in the Contractor’s name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Contracting Authority / Entity of their respective obligations under the Contract; | |
|  | | | (b) The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in country of the contracting authority/ entity which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor’s and Subcontractor’s personnel and entry permits for all imported Contractor’s materials, equipment, products or machineries. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the contracting authority/ entity under paragraph 1.9(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the contracting authority / entity from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to Article 7.1. | |
| **1.10** **Joint and Several Liability** | | | | |
|  | | | If the Contractor is a joining of the economic operators, all such Economic Operators shall be jointly and severally bound to the contracting authority / entity for the fulfilment of the provisions of the Contract. | |
| **1.11 Inspections and Audit by the contracting authority / entity** | | | | |
|  | | | The Contractor shall respond to questions and supply the contracting authority / entity with any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the contracting authority / entity’s monitoring and evaluation of the Contract and to enable the contracting authority / entity to examine and address any contract-related issue. | |
|  | | | The Contractor shall maintain all records related to the Contract execution in accordance with applicable law. | |
| Article 2 Prohibited Practices | | | | |
| **2.1**  **2.2** | | | The Contractor shall not, and shall not authorise or permit any of its employees, or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.  If the contracting authority / entity finds that the award of the contract was made in terms of conflict of interest and this fact could not have been previously identified, it asks the Public Procurement Commission to declare the contract absolutely invalid | |
|  | | | If the contracting authority / entity during the implementation of the contract has information about corrupt practices informs the competent authorities. | |
| Article 3 Notices | | | | |
| **3.1** | | Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the SCC. | | |
| **3.2** | | A notice shall be effective upon delivery | | |
| Article 4 Object of the Contract | | | | |
| **4.1**  **4.2** | | The works/ materials/ equipment/ products and related services to be realized or used during the execution of the contract shall be in accordance with the technical specifications, respective designs, Terms of Reference or design task, if applicable, under the conditions defined in the Tender Documents and applicable technical standards.  The terms of the contract shall not differ from those described in the tender documents and the winning bid, unless the Contractor, for objective reasons and independent of him at the bidding time offers, at the same price, better terms than the tendered ones. | | |
| Article 5 Works execution | | | | |
| **5.1** | | The performance of all works foreseen in the Bill of Quantities, terms of reference of design task, if applicable, as well as Related Services shall be in accordance with the requirements specified in the Tender Documents and applicable technical standards. | | |
| Article 6 Contractor’s Responsibilities | | | | |
| **6.1** | | The Contractor shall be responsible for the execution of all works foreseen in the Bill of Quantities, terms of reference or design task, if applicable, and Related Services included in the Object of the contract in accordance with the requirements defined in the Tender Documents and applicable technical standards. | | |
| Article 7 Contract Price | | | | |
| **7.1** | | The Contract price shall be fixed throughout the duration of Contract performance, except for cases foreseen in Article 24. | | |
| Article 8 Terms of Payment | | | | |
| **8.1** | | The Contract Price shall be paid as specified in the SCC.  The Contractor shall be paid by the contracting authority / entity for executed works upon fulfilment of all obligations stipulated in the Contract. | | |
| **8.2** | | Payments shall be made promptly by the contracting authority / entity, no later than the time period specified in the SCC after submission of an invoice or request for payment by the Contractor, and after the contracting authority / entity has accepted it. | | |
| **8.3** | | Unless otherwise stated in the SCC, the payment shall be made in Albanian currency. The exchange rate of various currencies shall be the rate of the Bank of Albania fixed on the day of sending for publication of the contract notice. | | |
| **8.4** | | In the event of verification of delays in the performance of payments by the contracting authority / entity, although the Contractor has fulfilled all its obligations in accordance with the terms of the contract, the arrears and relevant accrued interest charges shall be paid in accordance with the provisions of Law no. 48/2014 “On late payments in contractual and commercial liabilities". | | |
| Article 9 Taxes and Duties | | | | |
| **9.1** | | For the materials/ equipment/ products used for the realization of the object of the contract manufactured outside the country of the contracting authority / entity, the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country of the contracting authority / entity. | | |
| **9.2** | | For the 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 responsible for all taxes and fees, duties, license fees, etc., incurred up to full realization and submission of the object of the contract, of the Contracting Authority / Entity. | | |
| **9.3** | | If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country of the Contracting Authority / Entity, the latter shall enable the Contractor to benefit from any such facilitations. | | |
| **Article 10 Performance security** | | | | |
| **10.1** | | The Contractor shall, within the deadline set by Contracting Authority / Entity, in the award Notice shall submit a performance security at the amount specified in the SCC. | | |
| **10.2** | | Pursuant to Article 10.1, the performance security shall be denominated in the currency of the Contract, and shall be in the form stipulated by the Contracting Authority / Entity in the SCC. | | |
| **10.3** | | The proceeds of the performance security shall be payable to the Contracting Authority / Entity as compensation for any loss resulting from the Contractor’s failure to complete its obligations under the Contract. | | |
| **10.4** | | The performance security shall be returned to the Contractor no later than thirty (30) days following the date of completion of the Contractor’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. | | |
| **Article 11 Subcontracting** | | | | |
| **11.1**  **11.2** | | Subcontracting shall not be made without the preliminary written approval of the Contracting Authority / Entity and not more than 50 % of the contract value.  The Contracting Authority / Entity shall be allowed to make direct payments to the sub-contractor for the works it will perform, upon preliminary written approval of the supplier.  The provisions of Article 2 shall apply also to sub-contracting. | | |
| **Article 12 Specifications and Standards** | | | | |
| **12.1** | | **(a)** The Contractor shall ensure that the works. Related Services or materials/ equipment/ products used for the execution of the contract object, are according to the Technical specifications, relevant projects, Terms of Reference or design task, if applicable, according to the conditions specified in the Tender Documents and applicable technical standards. | | |
|  | | The Contractor shall not be liable for the errors in design project, design task, terms of reference, or any other aspect of the technical specifications provided by the Contracting Authority / Entity, save for cases where the error was so obvious that the contractor should have seen and advice the Contracting Authority / Entity on it. | | |
| **12.2**  **12.3** | | **(c)** Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in the Tender Documents. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Contracting Authority / Entity and shall be treated in accordance with Article 26 of these conditions and provisions of the PPL on Contract modification, Article 127.  he Contractor, in case of discrepancies or deficiencies in the design project/bill of quantities and construction site, within a deadline specified in the contract, submits requests for changes / modifications / adjustments to the implementation of the contract.  The Contracting Authority / Entity administers the requests for changes / modifications / adjustments of the implementation of the contract, and ensures that these requests are reviewed in the relevant structures, within the deadlines specified in the contract. | | |
| **Article 13 Tastings and inspections** | | | | |
| **13.1**  **13.2**  **13.3**  **13.4** | | The Contractor shall perform all tests and inspections required by the provisions of the contract. The cost of these tests and inspections must be financed entirely by the contractor within the contract price. The Contracting Authority / Entity, at its own expense, has the right to attend tests and / or inspections. If the materials are produced or prepared in locations other than those of the contractor, the contractor must obtain permission from the Contracting Authority to conduct these tests and inspections.  The Contracting Authority may also require the contractor to perform additional tests or inspections not provided for in the contract but deemed necessary to verify that the Works conform to the specifications and conditions of the contract. The Contracting Authority will be responsible for the cost of these tests. Also, if these tests stop the progress of the contractor's work, the Contracting Authority / Entity will agree to change the schedule.  The Contracting Authority / Entity will reject any Work that does not pass the testing and / or inspection or does not conform to the technical specifications and conditions required in the implementation of the contract.  Neither the execution of the tests nor the inspection of the Works will release the contractor from any warranty or other obligation under the contract. | | |
|  | |  | | |
| **Article 14 Insurance** | | | | |
| **14.1** | | Unless otherwise specified in the SCC, the Contractor shall ensure that the works, related services or the materials/ equipment/products which will be used for the execution of the works for realization of the contract object are fully insured against loss or damage incidental to the manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms, or in the manner specified in the SCC. | | |
| **Article 15. Technical and Environmental Insurance**  **15.1** The Contractor shall be responsible for the safety of all activities on site.  **15.2** The Contractor shall secure the site in such a way as to minimize environmental damage.   For example, it should save energy, water and other resources, reduce loss and minimize   the use of ozone depleting substances, gas emissions, hazardous organic compounds and   other substances that are harmful to health and the environment.  **Article 16. Discoveries**  Anything of historical interest or considerable value suddenly discovered on site shall be declared in line with the applicable law. The contractor must notify the project manager of any such discovery and follow the project manager's instructions for the object administration procedure.  **Article 17 Disposal of the Site**  The Contracting Authority / Entity must give the right of disposal of the site to the Contractor on the date of entry expressed in the Tender Documents. If the disposal of any part of the site is not given within the date of entry for the site or that part of the site as provided in the Tender Documents, it shall be considered that the Contracting Authority / Entity has delayed the start of contract implementation, and the Contractor acquires the right to request the amendment to the contract regarding the extension of the completion timeline. The Contracting Authority / Entity and the Contractor shall keep minutes on the date of entry.  **Article: 18 Measures related to safety and health at work.**  **18.1** The Contracting Authority / Entity and the Contractor shall ensure that, during the performance of the Contract, they fulfil the obligations relating to the safety requirements of health, work, work environment, or the need for specialized environmental, social or health and safety skills or experience, as determined during the preparation of tender documents.  **18.2** Occupational safety specialists, part of the staff / personnel of the Contractor, must have the qualifications provided in the legislation of the field, to take the necessary measures to ensure compliance with occupational safety requirements, during the implementation of the object of the contract.  **Article 19. Execution Schedule Reporting**  **19.1** Immediately after the conclusion of the contract, the Contractor must submit to the project manager a plan program that shows the general methods, arrangements, orders, deadlines and critical routes for the activities of the Works.  **19.2** At regularly scheduled intervals as approved by the Project Manager, the Contractor shall prepare reports showing the progress made in each activity and the effects of progress on the remaining work, including any changes in the sequence of activities.  **Article 20 Liquidated damages** | | | | |
| **20.1** | | Liquidated damages for delayed execution of works shall be calculated with the following daily fees:  a) For contracts with an implementing period, not more than 6 months, the daily fee shall be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value  b) For contracts with an implementing period, not more than 12 months, the daily fee shall be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.  c) For contracts with an implementing period more than 12 months, the daily fee shall be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value. | | |
| **Article 21 Warranty** | | | | |
| **21.1** | | The contractor guarantees that the materials / equipment / products used during the execution of the works are new, unused and of the latest models and that they provide the necessary improvements of the procurement object, unless otherwise provided in the contract.  With the exception of any provision in the contract or by law, the contractor guarantees that the works or materials / equipment / products used during the execution of works, have no defects caused by any action or inaction of the Supplier or that come from the design, materials and works of the contractor or caused by design / implementation, their quality in production, or by work under normal use under normal conditions of use, for conditions prevailing in the country of final destination Albania. | | |
|  | | The Contracting Authority / Entity determines in the SCC the duration of the validity of the warranty (if applicable), after the Works subject to the contract, or any part of them as the case may be, delivered, realized and received at the final destination. | | |
| **21.2** | | The Contractor shall give notice to the Contracting Authority / Entity stating the nature of issues/ defects together with all available evidence thereof, promptly following the discovery thereof, but no later than ten days from the discovery. The Contracting Authority / Entity shall afford all reasonable opportunity for the Contractor to inspect such defects. | | |
| **21.3**  **21.4** | | Upon receipt of such notice, the Contractor shall, within the period specified in the SCC, expeditiously repair or replace the defective materials/ equipment/ products or damaged parts thereof, at no cost to the Contracting Authority / Entity.  If having been notified, the Contractor fails to remedy the defect within the period specified above, the Contracting Authority / Entity may make the necessary fixes, at the Contractor’ Costs. In any case, the Contracting Authority / Entity may decide to inform the Contractor for the Contract termination. | | |
| **Article 22 Patent indemnity** | | | | |
| **22.1** | | The Contractor shall, indemnify and hold harmless the Contracting Authority / Entity and its officers from and against any suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Contracting Authority / Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:   * + 1. the execution of the works or installation of the materials/ equipment /products during the realization of the object of the contract.   Such indemnity shall not apply if the materials/ equipment/ products or any part thereof are used beyond the conditions of the contract or their use or part thereof is made in combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract. | | |
| **22.2** | | If any proceedings are brought or any claim is made against the Contracting Authority / Entity arising out of the matters referred to in Article 22.1, the Contracting Authority / Entity shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the name of the Contracting Authority / Entity conduct all actions for the settlement of any such proceedings or claim. | | |
| **22.3** | | If the Contractor fails to notify the Contracting Authority / Entity within thirty (30) days after receipt of such notice, then the Contracting Authority / Entity shall be free to conduct the same on its own behalf.  The Contracting Authority / Entity shall, at the Contractor’s request, afford all available assistance to the latter in conducting such proceedings, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing. | | |
|  | | The Contracting Authority / Entity shall indemnify and hold harmless the Contractor and its employees and Subcontractors from and against any and all suits, actions or administrative proceedings, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, design, technical specification, data drawing or other documents or materials provided or designed by or on behalf of the Contracting Authority / Entity. | | |
| **Article 23 Limitation of Lability** | | | | |
| **23.1** | | Except in cases of gross negligence or wilful misconduct:   1. the Contractor shall not be liable to the Contracting Authority / Entity, for any indirect or consequential loss or damage, that he has as a result of loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Contracting Authority / Entity;   and  (b) the aggregate liability of the Contractor to the Contracting Authority / Entity, shall not exceed the Contract Price, except for cases of the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Contracting Authority / Entity with respect to patent infringement | | |
| **Article 24 Changes in laws and regulations** | | | | |
| **24.1** | | If, after the date of Tender Submission or signature of the contract, any law or sub-legal act in the Republic of Albania is enacted or amended and affects the conditions, including the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. | | |
| **Article 25 Force majeure** | | | | |
| **25.1** | | Party’s failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event | | |
| **25.2** | | For the purposes of this Article, “Force Majeure Event” means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. | | |
| **25.3** | | If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event. | | |
| **Article 26 Contract modification** | | | | |
| **26.1**  **26.2** | | The Parties may modify the Contract during its duration, only if they fall in one of the situations foreseen in the PPL.  The Contracting Authority / Entity may at any time order the Contractor, to make modifications within the general scope of the Contract in any one or more conditions as follows:   1. corrections in the, designs, drawing or works specifications;   b) correction in materials  c) correction in quantity. | | |
| **26.3** | | When the modification is accompanied with tan increase of the Contract value, the total value of the modifications shall not exceed 20% of the initial contract value. When several subsequent modifications are made, this limitation shall be applied on the total overall value of all modifications. When the contract contains a price revision clause, the basis for the calculation of the maximum allowed value allowed for modifications shall be the contract value with the updated price. | | |
| **26.4** | | No contract modification can be made without the preliminary approval of the Contracting Authority / Entity, accompanied with a written agreement and signed by an authorized representative of the Contractor and Contracting Authority / Entity respectively. | | |
| **Article 27 Extension of the duration** | | | | |
| **27.1**  **27.2**  **27.3**  **27.4**  **27.5** | | Unless otherwise provided, the contractor must start implementing the contract immediately after signing it.  Except when the Contracting Authority / entity agrees to extend the contract duration, it has the right to claim damages for delay in implementation, if the contractor fails to submit the work within the Full Submission Deadline specified in the contract.  If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely execution of the works object of the contract pursuant to Article 5, the Contractor shall promptly notify the Contracting Authority / entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor’s notice, the Contracting Authority / entity shall evaluate the situation and may at its discretion extend the Contractor’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.  Except in the case of Force Majeure, as provided in Article 25, a delay by the Contractor in performing the completion obligations under the contract schedule shall make the Contractor responsible for the payment of liquidated damages in accordance with the provisions of the contract.  The Contracting Authority / Entity may agree to extend the term in other circumstances if it is in the public interest to do so. In the event that the contractor encounters conditions that impede timely implementation, the contractor must immediately notify the Contracting Authority / Authority in writing of the delay, cause and proposed delivery or completion date. The Contracting Authority must evaluate the request. If the Contracting Authority / Entity agrees to the delay, the extension shall enter into force upon a written amendment to the contract signed by the Contracting Authority / Entity and the contractor. | | |
| **Article 28 Contract termination** | | | | |
| **28.1** | | **Notice to correct**  If the Contractor fails to carry out any obligation under the Contract, the Contracting Authority / Entity may by notice require the Contractor to make good the failure within 15 (fifteen) days. | | |
| **28.2** | | **Termination for default**  The Contracting Authority / Entity, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Contractor, terminate the Contract in whole or in part: | | |
|  | | 1. if the Contractor has failed to execute the works within the period specified in the contract or given period   or   1. if the Contractor fails to fulfil any other contract obligation; 2. if it is proven that the Contractor, is engaged in Prohibited Practices, as defined in Article 2, in competing for, or in executing the Contract.   All materials, Site Construction and Completed Works will become the property of the Contracting Authority / Entity if the contract is terminated for non-fulfilment of its terms. | | |
| **Article 29**  **Article 30** | | **Termination for insolvency**  The Contracting Authority / Entity shall terminate the Contract at any time by giving notice to the Contractor if the Contractor becomes bankrupt. The Contractor terminates the contract at any time is the purchaser becomes insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Contracting Authority / Entity.  **Termination due to public interest**  a) The Contracting Authority / Entity may terminate the contract at any time if it deems that this should done to best serve the public interests.  b) The Contracting Authority / Entity shall notify the Contractor in writing on the termination.  c) The Contracting Authority / Entity shall pay the Contractor for all works which have been delivered prior to termination and shall pay to the Contractor damages incurred. In calculating the amount of damages, the Contractor will be required to take all necessary actions to minimize the damages. | | |
|  | | | | |

**Article 31 Settlement of disputes**

**31.1** The Contracting Authority / Entity and the Contractor shall make every effort to settle amicably through direct negotiations any dispute which may arise between them during the execution of the Contract.

**31.2** If the parties fail to resolve their dispute by such mutual consultation, then either Party   
 may notify the other Party of its intention to go to Court.

|  |  |  |
| --- | --- | --- |
|  | | **Appendix 19 - NOT APPLICABLE**  **SPECIAL CONTRACT CONDITIONS**  The following special conditions of the Contract shall complement the GCC. In the event of a conflict, the SCC shall prevail over the GCC. |
| **Article 1** | | **General Provisions** |
| **1.1** | | Purchaser is: ***[insert the name of the Contracting Authority / Entity]*** |
| **1.2** | | Address:  Telephone:  Fax number:  E-mail:  Contractor is: ***[insert the name of the Contractor]***  Address:  Telephone:  Fax number:  E-mail: |
|  | | *The above information should be accurate for the purpose of communications during the contract execution* |
| **1.3** | | The communication language shall be: [***specify the communication language]***  The language is: ***[specify the language]*** |
| **2.1**  **2.2**  **2.3** | **Article** **2 Performance security**  Performance Security in the amount of *(10% of its value*) must be provided by the Contractor to ensure the execution of its obligations under the contract  Currency will be: *[*specify the currency*]*  The Performance Security shall be issued or returned immediately to the Contractor according to the form below.  If a periodic reduction of the Performance security is foreseen, it is performed as follows:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *If not filled out, the security remains unchanged.*  **Article 3 Inspections and tests**  Inspections and tests shall be:  3.1 Inspection of the materials/ equipment/ products before placement in the object: ***[specify inspection and tests]***  Inspections and tests shall be carried out in: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  3.2 Inspection of materials / products during placement (sampling for testing): ***[specify inspection and tests]***  Inspections and tests will be performed at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***[specify inspection and tests]***  3.3 Testing of equipment during their assembly / installation  Inspections and tests will be performed at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Article 4 Execution of the contract**  1. The Construction Site will be (Accurate description of the location of the facility to be realized):  2. Mandatory documentation to be administered by the Contractor at the beginning of the contract implementation  ----------  **Article 5 Start Date**  The contractor will be given permission to enter the construction site on:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Article 6: Project Manager**  6.1 The Project Manager will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  6.2 Contacts of the project manager \_\_\_\_\_\_\_\_\_\_\_\_\_  **Article 7: Insurance**  From the date of entry until the deadline the contractor must have insurance covering up to the amount of:  a. For damage or loss of Works and Materials:  b. For equipment damage or loss:  c. For damage or loss of property other than Works, Materials and Equipment:  d. For personal injury or death of persons on site:  **Article 8: Inspections and Testing**  Inspections and tests before confirmation of completion of Works will include: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Article 9: Type of Contract**   Unit Price Contract based on unit prices expressed in the Unit Forecast  □ with turnkey contract:  A. a draft- project/ bill of quantities has been drafted □  B. does not have a draft prevention plan, but only a draft idea or  design task and reference terms for the object to be procured □  **Article 10: Payment Schedule**  10.1 Payment must be made according to the following schedule:  10.2 Payment for the Works must be made within \_\_\_\_\_\_\_\_\_ days from the date the contractor submits a document stating that the objective for payment has been achieved subject to document confirmation by the project manager. If left blank, the time period will be 30 days.  10.3 The currency of payment shall be \_\_\_\_\_\_. If not specified, payment will be made in Albanian currency.  **Article 11. Related Services**  The following special conditions will apply to the payment of Related Services | |
|  |  | |

**Appendix 20 – NOT APPLICABLE**

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

**PERFORMANCE SECURITY FORM**

*[Data]*

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

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

\* \* \*

Procurement procedure: *[type of procedure]*

Short description of the contract: *[object]*

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

\* \* \*

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

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

We undertake to transfer to the account of *[name of the contracting authority / entity*] the secured value, within 15 (fifteen) days from your simple and first written request, without requesting explanations, provided that this request mentions non-compliance of the terms of the contract.

This security shall valid until the full implementation of the contract.

**[Bank / insurance company representative]**

**Appendix 21 – NOT APPLICABLE**

**Draft Framework Agreement (Where all conditions are defined)**

**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 entered into on [date] between [name and address of Contracting Authority / Entity], hereinafter referred to as "Contracting Authority / Entity" and [name and address of Contractor] represented by [representative], hereinafter referred to as and "Contractor".

The Contractor, through his bid, on [date] agrees to realize the works, as specified in the conditions set out 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 Object**

1.1 The object of the Framework Agreement is to set out the conditions, including unit prices and rules for the delivery of the following goods / services / works.

[General Description]

1.2 The Framework Agreement will be implemented by sending invitations to tender to the Economic Operators, parties to the agreement as per the needs of Contracting Authority/ Entity

1.3 The amounts provided here are for guidance purposes only and do NOT oblige the Contracting Authority / Entity to purchase them. The Contracting Authority / Entity has the right to purchase less or more quantities than anticipated.

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

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

**Article 2 Price**

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

2.2 Unit prices will be fixed and will not change for orders placed under this Framework Agreement.

**Signatures and dates**

| **For the contractor** | | **For the Contracting Authority / Entity** | |
| --- | --- | --- | --- |
| **Name:** |  | **Name:** |  |
| Position: |  | Position: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
| **Stamp:** |  | **Stamp:** |  |

**Appendix 22 – NOT APPLICABLE**

**Draft Framework Agreement (Where not all conditions are defined)**

**FOR WORKS / GOODS / SERVICES**

Name of Authority / Contracting Entity,

and

Name of Contractor

Agree as follows:

**To sign the Framework Agreement for the object**: <insert title> with the identification number: <insert procurement number>

**Article 1 Object**.

1.1 The object of this framework agreement is to establish the rules for contracts to be concluded through the Mini - competition process only between Economic Operators that are parties to this Framework Agreement.

1.2 This Framework Agreement is not a contract in itself, but sets out the terms for the contracts to be entered into, 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 requested by the Contracting Authority / entity.

**Article 3 Contracts in the implementation of the Framework Agreement**

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

**Article 4 The mini-competition process**

4.1 The mini-competition process will take place with all economic operators, parties to the Framework Agreement, whenever there is a need for work / goods / services by the Contracting Authorities / entities.

4.2 The Contracting Authority / Entity shall reopen the competition under the same or other conditions set forth in the Invitation to Bid, as set forth in the Tender Documents.

4.3 Whenever there is a need for works / goods / services, the Contracting Authority / entity prepares the Invitations for Bids and sends them to all Economic Operators, parties to the Framework Agreement. The Bid Evaluation will be based on the criteria set out in the Invitation to Tender

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

**Signatures and dates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority / Entity** | |
| **Name:** |  | **Name:** |  |
| Position: |  | Position: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
| **Stamp:** |  | **Stamp:** |  |

Appendix 23

COMPLAINT FORM TO THE CONTRACTING AUTHORITY/ ENTITY AND PUBLIC PROCUREMENT COMMISSION

Complaint to: Contracting Authority/Entity and Public Procurement Commission

**Section I. Identification of Complainants**

*The complainant may be a bidder or potential bidder (e.g. individual, economic operator, association, joint venture).*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Complainant full name (please type) | | | | | | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Nuis/Nipt | | | | | | | |
| Address | | | | | | | |
| City |  | State | | | |  | Postal/Zip Code |
| Telephone number (including area code) | | |  | Fax number (including area code) | | | |
| E‑mail | | | | | | | |
| Name and title of the official authorised to issue the complaint (please type) | | | | | | | |
| Signature of the authorized official | | |  | | Date (year/month/day) | | |
| Telephone number (including area code) | | |  | | Fax number (including area code) | | |

**Section II. Information on Procedure**

**1. Reference number for the procedure/LOT**

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

|  |
| --- |
|  |

**2. Type of procedure**

*Fill in the type of procedure used for this procurement procedure*

|  |  |  |
| --- | --- | --- |
| Open procedure | | Simplified open procedure |
|  | |  |
| Restricted procedure | | Competitive negotiated procedure |
|  | |  |
| Innovation Partnership | | Competitive dialogue |
|  | |  |
| Negotiated procedure, with prior notice publication | | Negotiated procedure, without prior contract notice publication |
|  | |  |
| Consultancy service |
| Contract concluded without conducting any of the procurement procedures provided in the PPL |

3. **Contracting Authority/ Entity**

*The name of the contracting authority administering the procurement process.*

|  |
| --- |
|  |

4. **Estimated Value of the Procurement**

*(The estimated value of the contract/ framework agreement) (amount in figures and words)*

|  |
| --- |
|  |

5. **Object of Contract/ framework agreement**

*Brief Description of works / goods / services object of the contract/ framework agreement.*

|  |
| --- |
|  |

6. **Deadline for submission of Bid**

*The deadline for submission of bids.*

|  |
| --- |
| Date (year/month/day) |

7. **Date of publication of Contract Award Notice**

|  |
| --- |
| Date (year/month/day) if applicable |

8.  **Date of contract signing**

|  |
| --- |
| Date (year/month/day) in cases of complaints for contract nullity) |

**Section III. Description of complaint**

1. **Legal Grounds**

(Legal violation, based on decisions, actions, documents, etc.)

|  |
| --- |
|  |

2. **Complaint object**

- Modification of tender documents



- Objection to the decision of the Bid Evaluation Commission regarding the disqualification of your bid.



(Specify here the reasons for disqualification)

- Objection to the decision of the Bid Evaluation Commission regarding the qualification of the bid of one / several economic operators participating in the procurement procedure.



(Specify the economic operator / s for which you claim)

- Contract nullity



(Specify the contract for which you are requesting nullity)

- Other



(Specify here other reasons for the complaint not included above)

3. **Detailed circumstances and facts**

*Give detailed circumstances and facts*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. **Arguments that support your complaint**

*(Briefly describe the alleged violations, arguing clearly and precisely why you are claiming illegality in the actions/decisions of the contracting authority/entity).*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. **Request for specialised expertise**

|  |  |
| --- | --- |
| Yes | No |
|  |  |

*(If yes, specify type of expertise you are asking for)*

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

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

6. **Request for exempt of officials who will deal with the review of the complaint:**

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

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

7. **List of confidential information:**

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

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

*Specify the confidential information, if any. Explain why the information is either a version of the relevant documents with the removal of confidential parts and a summary of the contents.*

|  |
| --- |
| ***Attention: The complainant must attach to the complaint, which will submit to the contracting authority / entity and the Public Procurement Commission, the bank document certifying the payment of the relevant fee for the complaint to the Public Procurement Commission*** |

Send the completed procurement complaint form, all necessary annexes and additional copies to the **Contracting Authority / Entity and the Public Procurement Commission**.

**Note**: The complainant must send the complaint to the contracting authority / entity and the Public Procurement Commission simultaneously.

**Fax no.:**

**E-mail:**

**Signature and seal of the complainant** 

**Administrator / Authorized Representative**

Appendix 24

ARGUMENT SUBMISSION FORM BY INTERESTED ECONOMIC OPERATORS TO THE CONTRACTING AUTHORITY / ENTITY AND TO THE PUBLIC PROCUREMENT COMMISSION

**Presentation of arguments by interested economic operators addressed to:**

Contracting Authority/Entity and Public Procurement Commission

**Section I. Identification of Economic Operator(s)/ Joint venture of Economic Operators**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Full name of Economic Operator(s) (please type) | | | | | | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Nuis/Nipt | | | | | | | |
| Address | | | | | | | |
| City |  | State | | | |  | Postal/Zip Code |
| Telephone number (including area code) | | |  | Fax number (including area code) | | | |
| E‑mail | | | | | | | |
| Name and title of the official authorised to submit those arguments (please type) | | | | | | | |
| Signature of the authorized official | | |  | | Date (year/month/day) | | |
| Telephone number (including area code) | | |  | | Fax number (including area code) | | |

**Section II. Information on Procedure**

**1. Reference number for the procedure/LOT**

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

|  |
| --- |
|  |

**2. Type of procedure**

*Fill in the type of procedure used for this procurement procedure*

|  |  |  |
| --- | --- | --- |
| Open procedure | | Simplified open procedure |
|  | |  |
| Restricted procedure | | Competitive negotiated procedure |
|  | |  |
| Innovation Partnership | | Competitive dialogue |
|  | |  |
| Negotiated procedure, with prior notice publication | | Negotiated procedure, without prior contract notice publication |
|  | |  |
| Consultancy service |
| Contract concluded without conducting any of the procurement procedures provided in the PPL |

3. **Contracting Authority/ Entity**

*The name of the contracting authority administering the procurement process.*

|  |
| --- |
|  |

4. **Estimated Value of the Procurement**

*(The estimated value of the contract/ framework agreement) (amount in figures and words)*

|  |
| --- |
|  |

5. **Object of Contract/ framework agreement**

*Brief Description of works / goods / services object of the contract/ framework agreement.*

|  |
| --- |
|  |

6. **Deadline for submission of Bid**

*The deadline for submission of bids.*

|  |
| --- |
| Date (year/month/day) |

7. The complaint presented:

*(Name of Economic Operator that has presented the complaint for this procurement procedure)*

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

8. **Date of publication of Contract Award Notice**

|  |
| --- |
| Date (year/month/day) if applicable |

**Section III. Arguments on the complaint presented by Economic Operator(s)**

1. **Legal Grounds**

(Legal violation, based on decisions, actions, documents, etc.)

|  |
| --- |
|  |

2. **Detailed arguments on the submitted complaint**

*Give a detailed description of the facts and arguments that support your arguments. For any reason, specify the date on which you became aware of the facts relating to the reasons for these arguments. Mention the relevant sections of the Tender Documents, if applicable. Use additional pages if necessary. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. **List of confidential information:**

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

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

*Specify the confidential information, if any. Explain why the information is either a version of the relevant documents with the removal of confidential parts and a summary of the contents.*

Send the completed form of your arguments, as well as all necessary annexes and additional copies, **to the Contracting Authority / Entity and the Public Procurement Commission.**

**Note: If the interested economic operators have not presented their arguments opposing the complaint, according to the provisions of the PPL, they cannot then exercise the right to appeal the decision given regarding the complaint for this procurement procedure.**

**Fax no.:**

**E-mail:**

**Signature and seal of the complainant** 

**Administrator / Authorized Representative**

**Appendix 25**

*(To be completed by contracting Authority/ Entity)*

**Signed Contract Notice Form**

**Section 1** **Contracting Authority/Entity**

**1.1 Name and address of Contracting Authority**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I.2 Type of the Contracting Authority/Entity:**

|  |  |
| --- | --- |
| Central institution | Independent institution |
| **□** | **□** |
| Local Government Unit | Other |
| **□** | **□** |

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

|  |  |
| --- | --- |
| Contracting Authority/ is procuring for its own needs | Central purchasing body |
|  |  |
| Delegated | Others |
|  |  |

**Section 2. The object of Contract**

**2.1 Reference number of procedure / Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2.2 Type of “Public Works Contract”**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Execution of works |  |  | Design and execution of the works |
|  | **□** |  |  | **□** |

**2.2.1** **Procurement method**

|  |  |  |  |
| --- | --- | --- | --- |
| Measurement works |  |  | Turnkey contract |
|  |  |  |  |

**2.3 Contract under the Framework Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **□** | No | **□** |

**If Yes, type of Framework Agreement**

**With one Economic Operator □**

**With some Economic Operators □**

**All conditions are set** Yes **□** No **□**

* 1. **Short description of contract**

2. Limit fund\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Source of financing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Scope of contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. 5 Duration of the contract or completion deadline:**

Duration in **months □□□ or days □□□□**

or

Starting from **□□/□□/□□□□** and completion on **□□/□□/□□□□**

**2.6 Division into LOTS:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **□** | No | **□** |

*If yes,* the number of LOTS**: □□**

**2.7 Contract with subcontracting:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **□** | No | **□** |

**Section 3. Procedure**

**3.1 Type of procedure: Restricted**

|  |  |
| --- | --- |
|  |  |

**3.2 Winner selection criteria:**

**A) the most economically advantageous bid based on cost □**

As per importance: Price **□□ points □**

etc. **□□ point**

*or*

**B)** **the most economically advantageous bid based on price: □**

**3.3 Number of submitted bids: □□□**

**Number of regular bids: □□□**

**3.**

**Section 4 Information about the contract**

**4.1 Contract number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract date: □□/□□/□□□□**

**4.2 Name and address of the contractor**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NUIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.2.1 **Name and address of the subcontractor/s**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NUIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |
| --- | --- | --- | --- |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *(excl. VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *(incl. VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
|  |  |  |  |

**4.3.1** Total value of **subcontracting: \_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *(excl. VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *(incl. VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |

**4.4 Additional Information**

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

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

**Appendix 26**

*[ Appendix to be completed by the Contracting Authority/ Entity for publication in the Public Notifications 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 the contract / framework agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4. The reference number of the procedure / lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. Limit Fund \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *(incl. VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
|  |  |  |  |

Value of subcontracting \_\_\_\_\_\_\_\_\_\_\_\_\_\_*incl. VAT*  Currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. Date of contract signing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**8. Name and address of the contractor / subcontractor**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NUIS number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 27**

[ Appendix to be completed by the Contracting Authority/Entity]

**CANCELLATION NOTICE FORM**

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

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel/Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2**. **Type of procedure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3. Reference Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**4.Subject of the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. Limit Fund \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6.**  **Reasons for Cancellation:**

Based on Law no. 162/2020, dated 23.12.2020 "On Public Procurement", Article 98, point 1:

**a)** **;**

**b) ;**

**c) ;**

**ç) ;**

**d) ;**

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

**7. Additional information**

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

Date of delivery of this notification**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. |  |  |
   | --- | --- |
   | In case of non-specific provisions in this set of documents, the responsible authority shall refer to the provisions of the applicable normative act, legislation and public procurement rules. |  |

   [↑](#footnote-ref-1)
2. *Clarification*: the bidder shall comply with at least one of the above-mentioned criteria (a or b) [↑](#footnote-ref-2)
3. Clarification: The following criteria shall be fulfilled with the completion of the Summary Self-Declaration Form – Appendix 10. [↑](#footnote-ref-3)
4. Clarification: The following criteria shall be fulfilled with the completion of the Summary Self-Declaration Form – Appendix 10. [↑](#footnote-ref-4)
5. Clarification: The following criteria shall be fulfilled with the completion of the Summary Self-Declaration Form – Appendix 10. [↑](#footnote-ref-5)
6. Clarification: The above criteria shall be fulfilled with the completion of the Summary Self-Declaration Form – Appendix 10. [↑](#footnote-ref-6)
7. Clarification: The above criteria shall be fulfilled with the completion of the Summary Self-Declaration Form – Appendix 10. [↑](#footnote-ref-7)
8. This statement aims to guarantee the availability of means for the successful completion of the contract subject to procurement according to the requirements of the machinery in the STD. [↑](#footnote-ref-8)
9. *This notice shall be used in the case of written tender procedures.*  [↑](#footnote-ref-9)
10. This Form is applicable if there are complaints [↑](#footnote-ref-10)
11. This Form is applicable if there are complaints [↑](#footnote-ref-11)