

**STANDARD TENDER DOCUMENTS FOR
THE OPEN PROCEDURE**

wares¹²

**" PURCHASE OF MACHINERY, EQUIPMENT FOR THE ALBANIAN ROAD AUTHORITY
AND REGIONAL DIRECTORATES "**

¹ In cases of concrete non-predictions in this set of documents, the Contracting Authority/Entity will refer to the provisions of the legislation and public procurement rules in force.

² The set of Standard Tender Documents for procurement procedures above the high monetary limits is drawn up in Albanian and English. If there is any inconsistency between the version of the set in the Albanian language and the version in the English language, the set in the Albanian language will be taken as the basis .

ANNOUNCEMENTS

ADVANCE NOTICE OF INFORMATION/ PERIODIC NOTICE OF INFORMATION

(To be completed by the Contracting Authority/Entity if applicable)

1.1 Name and address of the Contracting Authority/Entity ;

Name _____

Address _____

1.2 Type of Contracting Authority/Entity:

Central institution

Independent institution

Unit of local authorities

Others

1.3 Category of Contracting Authority/Entity:

Contracting authority/entity that procures for its
own needs

Central purchasing body Service provider

Public Private

Delegated

Others

1.4 Name and address of contact person :

Person(s) responsible for procurement: _____

Tel/fax _____

E-mail _____

1.5 Object of the contract/framework agreement and code according to the Common Procurement Dictionary (FPP):

1.6 Type of procurement procedure: _____

1.7 Type of contract : _____

1.8 Estimated limit fund for this contract/framework agreement/Estimated limit fund for this facility as planned in the budget forecast of the Contracting Authority/Entity

(in the case of framework agreements or multi-year contracts):

1.9 Approximate duration of the contract/framework agreement:

1.10 Brief description of the contract/framework agreement and/or Lot(s), if used:

1.11. Type of Framework Agreement, if applicable:

1.12 The approximate time for the development of the procurement procedure:

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

NOTICE OF CONTRACT*(To be completed by the Contracting Authority/Entity)***Section 1: Contracting Authority/Entity****1.1 Name and address of the Contracting Authority/Entity**

Name:	Operator The shopping THE focused
Address:	"Rreshit Çollaku" Street, Building No. 6/337, Tirana (next to the Supreme Court)
Phone/Fax:	
Email:	s ektori_mallrat @obp.al
Website address:	www.obp.al
Person/s responsible for procurement: (name, e-mail)	A. N s ektori_mallrat @obp.al

1.2 Type of Contracting Authority/Entity:

Central institution

Independent institution

Unit of local authorities

Others

1.3 Category of Contracting Authority/Entity:

Contracting Authority/Entity that procures for its own needs

Central purchasing body

Service provider

Public Private

Delegated

Others

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

yes

not

1.5 Contracts that co BY A organization INTERNATIONAL LAW OR A institution FINANCIAL international :

yes

not

1.6 Reserved contract:

yes

not

Section 2: Object of the Contract: Purchase of Machinery, Equipment for the Albanian Road Authority and regional directorates.**2.1 Procedure reference number/Lot(s)** REF-23141-10-07-2024

2.2 Code according to the Common Procurement Vocabulary (FPV) Vehicles 34100000-8

2.3 Type of "Public Supply Contract"

Purchase	Renting	Installment purchase	A combination of them
X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.4 Contract based on the Framework Agreement:

yes not

2.5 Type of Framework Agreement:

With an Economic Operator

With several Economic Operators

All conditions are set to Yes not

2.6 Framework agreement with an economic operator:

In the case of a Framework Agreement with an Economic Operator, when all the conditions have been defined, the reasons for the selection should be given below:

--

2.7 Framework agreement with several economic operators:

The number of economic operators with whom the Framework Agreement will be concluded: ___ (Here, the maximum number of economic operators with whom the Framework Agreement will be concluded must be determined)

2.8 The conditions that must be applied in the case of reopening the competition:

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2.9 Contracting Authority/Contracting Authorities or Contracting Entity/Entities that will be parties to the Framework Agreement: (all contracting authorities/entities that will be parties benefiting from the framework agreement must be listed here)

2.10 Brief description of the contract / Framework Agreement

1. Fund limit/expected contract value: **82,112,790** (eighty-two million one hundred and twelve thousand seven hundred and ninety) ALL without VAT. or 830,933 (eight hundred and thirty thousand nine hundred and thirty three) Euros without VAT.
The exchange rate according to the Bank of Albania on 07.10.2024 is ALL 98.82 .

2. In the case where the procurement object consists of several items, **the total price per unit is: Not applicable.**

3. Funding source: State Budget.

4. Output Code: 1234567

5. Type:

Investments Code: 231 Value: **82,112,790**

Services Code: _____ Value: _____

2.11 Duration of the contract or term of implementation of the contract:

Duration **in months** **or days** 180 (one hundred and eighty) days from the signing of the contract .

OR

Starts on ends on

2.11.1. Duration of the Framework Agreement:

Duration in months: _____ *or* **days:** _____ (from the signing of the Framework Agreement)
OR starts on ____/____/____ (d/m/y)
ends on ____/____/____ (d/m/y)

2.12 Place of delivery of the object of the contract:

authority Road ALBANIA and / or DIREC- regional .

2.13 Division into Lots:

yes not

If so,

2.14 Brief description of Lots:

(object and fund limit for each lot)

1. _____

2. _____

2.14.1 A bidder may apply for:

- a Tear,
- several Lots,
- all Lots.

A separate offer must be submitted for each Lot.

2.14.2 Maximum number of Lots per bidder:

Specify the maximum number of Lots that can be awarded to a bidder _____

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 joint contract/contracts (When the same bidder may be awarded more than one Lot):

yes not

If yes, specify the set of Lots that can be combined.

2.15 Variants are accepted :

yes not

2.15.1 Subcontracting is accepted:

yes not

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

(subcontracting to an extent greater than 50% of the contract value is not allowed)

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

yes not

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

2.16. Support in the capacities of other subjects:

Specify whether the contracting authority/entity requires that the task/work/critical aspects of the contract be fulfilled by the economic operator itself or by any of the members of the association of economic operators, for which the bidder is prohibited from relying on the capacities of other entities.

yes not

If yes, specify the task, work, critical aspects, which support is prohibited:

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

yes not

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

yes not

Section 3: Legal, economic, financial and technical information

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

In the case of sectoral contracts, the contracting entity, based on its discretion, may require bid insurance for procedures below the upper monetary limit.

The Economic Operator submits the Bid Assurance Form, according to Appendix 4.

The required bid security amount is **1,642,256** (one million six hundred and forty-two thousand two hundred and fifty-six) ALL . Or **16,619** (sixteen thousand six hundred and nineteen) Euros.

In cases of submission of bids for separate lots, the bid security value for each lot will be as follows:

Lot 1 _____ (amount, currency)

Lot 2 _____ (amount of coins)

3.1.2 The contracting authority/entity accepts the value of the bid insurance payment from the bidder, in monetary value in the account of the contracting authority/entity _____ (indicate the bank account number of the contracting authority or entity)

No.	Bank	No. The compute
1.	Credence	AL91 2121 1009 0000 0000 0203 2030

3.1.3 The Contracting Authority/Entity accepts the payment of value of the insurance of the offer by the bidder also in the form:

i. bank guarantee

OR

ii. from insurance companies licensed by the competent authorities

3.2 Offer validity period: 150 day

Section 4: Procedure

4.1. Type of procedure: Open, above the upper monetary limit.

4.2. Advance/periodic notification of information is used:

yes not

If Yes, the reference number is _____

4.2.1 . The shortening of the deadline for accepting offers applies (applicable to procurement procedures above the upper monetary limit).

yes Not

4.3 Re-announced procedure:

yes not X

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

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

b) Procurement object of the canceled procurement procedure _____

c) Limit fund of the canceled procurement procedure _____ (amount , currency)

4.4 Winner selection criteria :

A) ³The most economically advantageous offer, based on cost

By importance:

PRICE MARKS

_____ the points

_____ MARKS

_____ the points

The Contracting Authority/Entity must specify the points for each defined evaluation criterion.

OR

B) the most economically advantageous offer based on price X

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

4.5 Deadline for submitting and opening bids:

Date: **29/10/2024** (d/m/y) at **11:00**

Site: www.app.gov.al

When the offer is required to be submitted electronically, bidders must submit it electronically on the APP's official website , www.app.gov.al.

Information on offers submitted electronically is transmitted to all those Economic Operators who have submitted offers, upon their request.

4.6 The shortening of the deadline for accepting offers is applied, according to the provisions in article 42, point 6, of the LPP (*applicable to procurement procedures above the upper monetary limit*).

³ All criteria established for the evaluation of offers must be as objective as possible and expressed in figures. In any case, when the criteria are more than one, the weight of the award criterion will not be less than 50 points. The maximum points an offer will receive will be 100 points.

yes

X

not

If so, argue the reasons for the reduction THE this deadline :

Based on Law No. 162, dated 23.12.2020, according to Article 42, point 6, where it is quoted: *Exceptionally, for procurement procedures above the high monetary limit, in the case when the contracting authority or entity argues that due to a state of emergency, it has to impossible to comply with the deadline defined in point 2 of this article, the deadline for accepting offers can be shortened up to 15 days from the date on which the contract notice is published, at the request of the Albanian Road Authority for the following reasons:*

ABOUT cause THE NEEDS urgent ABOUT the machines AND the equipment ABOUT DEPARTMENTS regional AFTER IN MONTH November STARTS the period winter AND ABOUT THEREFORE added AND FLOW The LABOR IN ground , required THE HELD procedure how MORE quickly .

The deadline for accepting offers is shortened to 21 calendar days.

4.7 Language(s) in which offers may be drawn up:

Albanian **X**

English **X**

Section 5: Additional information:

5.1 Paid documents (*applies only to procedures that are not carried out by electronic means*) :

yes

not

X

If so

coins

PRICE

This price covers the actual costs of copying and distributing the Tender Documents (DT) to the Economic Operators. Interested Economic Operators have the right to consult DT before their purchase.

5.2 Additional information (location, office, method of purchasing tender documents (when applicable)

The winning economic operator, for signing a public contract, must have:

- Copies of the Electronic Fiscalization Certificate, for taxpayers who use the Central Invoicing Platform.
- Copies of the Electronic Fiscalization Certificate and valid copies of the contract with the Certified Company for the software solution in use, for taxpayers who issue invoices through the software solution.

Date of submission of this notice **08/10/2024**

[Addendum to be completed by the Contracting Authority/Entity in the Framework Agreement in the re-opening of the mini-competition process]

INVITATION TO OFFER

(*indicate the name of the Contracting Authority/Entity*) invites for the submission of offers in the procedure for the supply of the following goods:

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

give an accurate description of the goods and the specific quantity requested:

Place of delivery of goods : (give a brief description) _____

Delivery time : Goods must be delivered by _____

Offers must be submitted to:

..... [give correct address]

Deadline for accepting offers:

.....

[Set date and time]

Criteria for determining the winning bid _____

Form of communication :

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

SHORT NOTICE OF CONTRACT

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

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

Name: Operator The shopping THE centered JSC

Address: Rreshit Çollaku Street, Building No. 6/337, Tirana (next to the Supreme Court)

Email: s_ektori_mallrat@obp.al

Website: www.obp.gov.al

2. Type of procurement procedure: Open, above the upper monetary limit, goods, contract.

3. Procedure/Lot reference number: REF-23141-10-07-2024

4. Object of the contract: Purchase of machinery, equipment for the Albanian Road Authority and regional directorates .

5. Code according to the Common Procurement Vocabulary (FPV): Vehicles 34100000-8

6. Limit fund : 82,112,790 (eighty-two million one hundred and twelve thousand seven hundred and ninety) ALL without VAT. or 830,933 (eight hundred and thirty thousand nine hundred and thirty three) Euros without VAT.

The exchange rate according to the Bank of Albania on 07.10.2024 is ALL 98.82 .

7. Duration of the contract or deadline for its implementation: 180 (one hundred and eighty) days from the signing of the contract .

8. Deadline for submission and opening of offers: 29.10.2024 Time: 11:00

9. Republished Procedure:

yes not

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

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

b) Procurement object of the canceled procurement procedure _____

c) Limit fund of the canceled procurement procedure _____ (amount , currency)

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

PLANNING I

CONTRACTS IN THE FRAMEWORK AGREEMENT

<input type="checkbox"/> Goods: Approximate number of contracts planned to be awarded under the Framework Agreement _____		
Contract number	Contract title	Brief description of the contract
01	_____	_____
02	_____	_____
03	_____	_____
...	_____	_____

Note: This planning is approximate based on the needs that the contracting authority/entity may have and guidance for the parties in the process.

(To be completed by the Contracting Authority/Entity)

NOTICE OF CHANGE OF TENDER DOCUMENTS

1. Name and address of the Contracting Authority/Entity

Name _____
Address _____
Phone/Fax _____
E-mail _____
Website _____

2. Contacts of the person(s) responsible for the 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 the contract / Framework Agreement: _____

7. Code according to the Common Procurement Vocabulary (FPV): _____

8. Limit fund: _____

9. Justification, relevant arguments and legal references for the need to change the tender documents:

10. If the deadline for accepting offers is postponed, note the new deadline: _____

Note:

The appendix of changes to the tender documents must be attached to this notice.

(To be completed by the Contracting Authority/Entity)

NOTICE OF MODIFICATION OF FRAMEWORK AGREEMENT/CONTRACT DURING IMPLEMENTATION

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

Name _____
Address _____
Phone/Fax _____
E-mail _____
Website _____

2. Contacts of the person(s) responsible 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 the contract / Framework Agreement: _____

7. Code according to the Common Procurement Vocabulary (FPV): _____

8. Limit fund: _____

9. The situation according to the provisions of Article 127 of the LPP and the relevant arguments to use it:

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

11. Total value of the signed contract/framework agreement: _____

12. Changed value (if applicable): _____

13. Duration of the contract / Framework Agreement: _____

And the new deadline (if applicable): _____

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

Name _____

NEPHEW: _____

Address _____

Contacts _____

15. Date of signature of modification: _____

16. Funding source: _____

17. Other information deemed necessary by the contracting authority/entity

TENDER DOCUMENTS

Content:

Section I: Instructions for Economic Operators (Instructions)

The text in Section I cannot be modified by the contracting Authority/Entity or economic operators, except for the information filled in according to the Contract Notice.

Section II: Appendices

Section II includes the Appendices, which must be completed by the Economic Operator and submitted as part of its bid, as well as the Appendices that must be completed by the contracting authority/entity, such as technical specifications, tenderer selection criteria, quantity and schedule plowing.

Section III. Terms and Conditions of Contract (TKK)

Section III contains the General and Special Conditions that will apply to all Contracts, the Contract Security Form, as well as forms that must be signed by both parties, such as drafts of framework agreements, according to their types.

Section IV: Complaint and Notices for closing the process

Section IV includes the standard forms used by economic operators in the appeal process to the contracting authority/entity and the Public Procurement Commission, as well as the notifications that must be completed by the contracting authority/entity at the end of the procurement process.

Section I: Instructions for Economic Operators

A. GENERAL

1. The object of the procurement 1. The object of the procurement procedure, as well as the number of contracts (Lots) and their objects are defined in the contract notice.

2. Unless otherwise specified below, the definitions and interpretations in these Tender Documents shall be in accordance with the provisions of the Public Procurement Law (LPP) and the General Conditions of Contract (GCC).

2. Appropriate Economic Operators

a) "Economic operator" is any natural or legal person, or public entity or group of persons/entities, including companies with their temporary enterprises and non-profit organizations, which offer the performance of works, the supply of goods or the provision of services in the market, according to Guidelines for Economic Operators (hereinafter referred to as "Guidelines").

In the case of a merger of economic operators (BOE):

1.1. all operators, members of this union will have joint and joint responsibility;

1.2. BOE attaches to its Offer an agreement between the parties where the Representative is appointed and authorized, who will have the authority to represent BOE during the procurement procedure and, in case BOE is declared the winner of the Contract, also during the implementation of the Contract.

b) The Economic Operator must consult 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 Offer.

3. Clarification of Tender Documents

The potential tenderer may request clarification of the tender documents from the contracting authority/entity, which must respond to any request for clarification of the tender documents, made by any economic operator, provided that the request is received no later than than 6 days before the deadline for submission of offers.

The Contracting Authority/Entity must respond within 3 days from the filing of the request, in order to make it possible to submit the offer on time by the economic operator and, without identifying the source of the request, must communicate the relevant clarification to all economic operators, that have withdrawn the tender documents.

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- 4. Change of Tender Documents**
1. At any time before the deadline for the submission of offers, the Contracting Authority/Entity may amend the Tender Documents by drawing up an addendum with these amendments.
 2. Each appendix will be part of the Tender Documents and will be published in the same manner as the publication of the Tender Documents.
 3. If the change to the Tender Documents is made in the first half of the deadline for accepting Offers, the contracting authority or entity may extend the deadline for accepting offers. If the tender documents are changed in the second half of the deadline for the submission of offers, the contracting authority/entity extends the deadline for the submission of offers by at least 10 days for procedures above the upper monetary limit and by at least 7 days for procedures below the limit high monetary.

B. PREPARATION OF OFFERS

1. **Bidding expenses**
The Economic Operator bears all expenses related to the preparation and presentation of its offer, and the Contracting Authority/Entity has no obligations or responsibilities for these expenses, regardless of the development or outcome of the procedure.
2. **Language of the Offer**
The offer, as well as all correspondence and documents related to the procurement procedure, shall be submitted in the language(s) specified in the contract notice.

In procurement procedures below the high monetary limits, documents presented in a foreign language must be accompanied by a notarized translation in the Albanian language.

In procurement procedures above the high monetary limits, an offer is eligible even if part of its documentation may be in the Albanian language and part in the English language.
3. **Constituent documents of the Offer**
The bid shall contain all supporting documents as required by the Contracting Authority/Entity.
4. **Tender Forms and Price Lists**
The Economic Operator submits the Economic Offer Form in accordance with the form presented in Section II: All accompanying Forms must be completed without any changes; no substitutes will be accepted. All blanks must be filled in with the required information.

For procurement procedures that take place in writing, the original of the offer must be typed or written in indelible ink. All bid sheets must be bound together and numbered. All bid sheets, except fixed and printed literature, must be initialed or signed by the Authorized Person(s). Any change in the offer must be legible and signed by the Authorized Person(s).

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- 5. Alternative Offers** Unless otherwise described in the contract notice and tender documents, alternative proposals or alternative times for completion will not be considered.
- 6. Prices**
1. The prices offered by the Economic Operator in the Economic Offer Form will be in accordance with the requirements specified in the contract notice and the tender documents.
 2. The Economic Operator must complete the Economic Offer Form attached to these DT, specifying the goods to be delivered, their quantities and price.
 3. All prices must be quoted in the Currency of the Contract Notice, including applicable taxes and duties, excluding VAT. If prices are quoted in a foreign currency as set out in the Contract Notice, then they must be converted into Albanian Leka (Leka) at the exchange rate set by the Central Bank of Albania on the day the Contract Notice is sent for publication and must be kept at that rate until the expiration of the validity period of the Offer.
 4. The Bidder must indicate on the Bid Form, the total Bid prices for all Goods excluding VAT. The value of VAT, when applicable, is added to the price given and constitutes the total value of the Offer.
 5. In the case of a Framework Agreement where all conditions are NOT defined, 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.
- 7. currencies** The currency(s) of bids and currency(s) of payment shall be as specified in the contract notice.
- 8. Validity of the Qualifications of the Economic Operator** In order to prove his qualifications for the realization of the Contract, the Economic Operator shall provide the information required in Section II: Annexes.
- 9. Offer validity period**
1. The Bids will be valid for the period specified in the Contract Notice after the deadline for the submission of Bids determined by the Contracting Authority/Entity; Offer for a shorter period is not valid and will be rejected.
 2. The Bid Security may be submitted in one of the following forms:
 - a) Payment by the bidder, in monetary value, to the account of the contracting authority/entity;
 - b) Bank guarantee;
 - c) Insurance guarantee.

The above documents must be valid throughout the validity period of the Offer.

3. The validity period of the Offer starts from the moment of opening of the offers. In any case, at least 5 days before the end of the bid validity period, the Contracting Authority/Entity may ask the Bidder in writing to extend the validity period, until a certain date. The Bidder may reject this request in writing without forfeiting the right to a refund of the Bid Security, if any. The Bidder who agrees to extend the period of validity of the Bid shall notify the Contracting Authority/Entity in writing and submit an extended bid security, if any. Offer cannot be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the period of validity of the Bid, or does not accept said request, or does not submit an extended bid security, when requested, then the Contracting Authority/Entity rejects the Offer.
- If the Contracting Authority/Entity has not made a written request to the economic operator to extend the period of validity of the offer, according to the provision of the first paragraph of this point, then the Economic Operator cannot be penalized for this, i.e. securing his offer it is not confiscated.

10. Format and Signature of the Offer

In response to the Contract Notice, each Economic Operator submits the offer according to the standard forms in this DT. The offer is signed by the responsible person/persons authorized for this purpose.

D. SUBMISSION AND OPENING OF OFFERS

11. Submission of Offers

11.1 In procurement procedures carried out by electronic means, Economic Operators must upload their offer to the electronic procurement system, according to the provisions in the relevant manuals.

11.2 Regarding the procurement procedures, which take place in writing, the Economic Operators must present only the original offer sealed in a non-transparent envelope, sealed and signed with the name and address of the Bidder and marked: "Offer for the Supply of Goods; Notification No. ___.

"DO NOT OPEN, EXCEPT IN CASES WHEN THE OFFER EVALUATION COMMITTEE IS PRESENT, NOT BEFORE ----- d/m/y, at the time of-----" .

12. Deadline for submission of Offers

The offer must be submitted within the deadline set by the contracting authority/entity. If the contracting authority/entity extends the deadline for accepting offers, economic operators may submit their offers within the extended deadline.

The bid opening date will be the same as the bid submission deadline. If for objective reasons, caused by a situation unforeseen by the contracting authority/entity at the time of the start of the procedure, it is impossible to respect the deadline for the opening of bids by the contracting authority or entity, the reason must be documented and a date set re for the opening of offers.

Bidders or their authorized representatives who have submitted bids are invited to attend the opening of bids, if they are interested. Their failure to appear does not prevent the opening of bids.

- 13. Late offers** The Contracting Authority/Entity will not consider any bids received after the deadline for their submission as specified in the Contract Notice. The Electronic Procurement System does not allow the submission of offers that exceed the deadline for their submission.
- 14. Withdrawal, Replacement and Modifications**
1. The Economic Operator may withdraw, replace or modify its offer at any time before the deadline for accepting offers.
 2. In procurement procedures, which take place in writing, bidders may modify or withdraw their bids, provided that the modification or withdrawal is made before the deadline for submission of bids expires. Both modifications and withdrawals must be communicated to the Contracting Authority/Entity in writing, prior to the deadline for submission of bids. The envelope containing the Bidder's statement must be marked: "BID MODIFICATION" or "BID WITHDRAWAL".
 3. No bid may be withdrawn, replaced or modified after the deadline for submission of bids.
- 15. Opening of Offers** Bids are opened after the end of the deadline set for the acceptance of bids in the tender documents.

E. REVIEW OF OFFERS

- 16. Confidentiality** The contracting authority/entity must maintain confidentiality according to the provisions of Article 16 of the LPP.
- 17. Clarification of offers** The Contracting Authority/Entity, during the process of reviewing and evaluating offers, may request clarifications from the bidding economic operators. Any clarification submitted by the Economic Operator that does not respond to a request from the Contracting Authority/Entity will not be taken into consideration. No change in the prices or content of the bids may be requested, offered or allowed, except in cases of confirmation of the correction of arithmetical errors found by the Contracting Authority/Entity during the evaluation of the bids.
- 18. Liability of offers**
1. A responsive/valid offer is one that meets the requirements of the Tender Documents without material deviations, reservations or non-acceptance, as defined below:
 - (a) "**Deviation**" is deviation from the requirements specified in the Tender Documents ;
 - (b) "**Reservation**" is the determination of restrictive conditions or complete rejection of the requirements specified in the Tender Documents; AND

- (c) " **Rejection** " is the failure to provide part or all of the information or documentation required in the Tender Documents.
2. If an offer does not meet the requirements of the Tender Documents, it is rejected.

F. EVALUATION OF OFFERS

19. Qualification of Economic Operator

1. For part of the acceptance criteria required in the tender documents, the Economic Operator must submit the Summary Self-Declaration Form as a preliminary evidence in the form of a statement, stating that his Offer is in accordance with the Technical Requirements, conditions and the criteria defined in the Contract Notice and Tender Documents.
2. The information reflected in the self-declaration form, which is in a database, where the contracting authority/entity can directly access this information and/or document, must be accompanied by the corresponding address for this database. The economic operator may use a self-declaration form that was used during a previous procurement procedure, if the information it contains continues to be accurate and valid.
3. The economic operator must submit the required documentation for all criteria, for which self-declaration is not allowed.

In the case of foreign economic operators, the documents must be presented in the form required by the legislation in force for the recognition of the documentation. In cases of documents that are not issued in the country of origin, this fact must be proven by the economic operators.

4. The Economic Operator is responsible for all the documentation presented as part of the Offer. In case of verification of the content of the presented documentation, or of the Self-Declarations, when their content does not turn out to be true, the Economic Operator is under the conditions provided for in article 78, point 1, letter (a) of the Law on Public Procurement (LPP).

20. Criteria for determining the winning bid

1. The Contracting Authority/Entity determines the most economically advantageous offer based on the criteria for determining the winning offer that are defined in the Contract Notice and in the Tender Documents as follows.

Option 1) – The Most Economically Favorable Offer, based on cost:

In the case when the most economically advantageous offer is identified on the basis of cost, the contracting authority or entity must argue and document the establishment of each criterion that will be used, as well as the specific weight for each criterion, specifically, the points that each criterion will have and how points are calculated for consecutive bidders. In any case, when the criteria are more than one, the weight of the award criterion will not be less than 50 points. The maximum points an offer will receive will be 100 points.

The formula that applies to the calculation of points is as follows:

$$Yes = Pk1+Pk2+Pk3+.....$$

Yes - it's the total points of the rated offer

Pk1/Pk2/Pk3/... - are the points for each evaluated criterion, which can be a criterion with a downward trend or an upward trend.

a) In cases of evaluation of the most economically favorable offer, for criteria with a downward trend, the following formula is applied:

$$Pk1 = V_{\text{mink1}} \times P_{\text{maxk1}} / Ok1$$

Pk1 _____ Scores of the criterion being evaluated

V_{mink1} _____ The lowest value provided for the criterion being evaluated

P_{maxk1} _____ The maximum points awarded to the criterion being evaluated

Ok1 Bid indicator for the criterion being evaluated.

b) In cases of evaluation of the most economically favorable offer, for criteria with an upward trend, the following formula is applied:

$$Pk1 = Ok1 \times P_{\text{maxk1}} / V_{\text{maxk1}}$$

V_{maxk1} _____ The highest value provided for the criterion being evaluated

P_{maxk1} _____ Maximum points awarded to the criterion being assessed

Ok1 _____ Bid indicator for the criterion being evaluated.

Option 2) – The Most Economically Favorable Offer, Based on Price:

The contract will be awarded to the lowest bidder.

NOTE: 1. The Contracting Authority/Entity will choose only one of the Options as an evaluation criterion. FITNESS The THE two options in DT it does Procedures THE invalid .

2. The Contracting Authority/Entity uses as evaluation criteria one of the criteria defined in the Contract Notice.

3. The Contracting Authority/Entity will award the contract to the Economic Operator, whose Offer has turned out to be economically more favorable.

For evaluation and comparison purposes, the currency(s) of the Offer will be converted into a single currency as specified in the Contract Notice.

21. Single currency conversion

22. Correction of arithmetic errors and abnormally low bid

1. The Contracting Authority/Entity checks the submitted bids for arithmetical errors. If the offers result in arithmetic errors, the authority/entity shall correct these errors as follows:

- (a) If there is any discrepancy between the unit price and the total price, resulting from multiplying the unit price by the quantity, the unit price

shall prevail and the total price shall be adjusted accordingly. In this case, the amount in the word, which is related to the error, will also be corrected.

- (b) If there is any discrepancy in the total price, when the total is the sum or difference of the subtotals, the subtotal price prevails and the total price is adjusted accordingly. In this case, the amount in the word, which is related to the error, will also be corrected.
- (c) If there is any discrepancy between the amount in question and the amount in figures, the amount in question prevails. An exception to this rule is the situation when the amount in question does not match the amount in figures, while the latter has no arithmetical errors in the calculation of the bid items .

In any case, Bids with arithmetic errors are rejected when:

- the absolute amounts of all corrections are more than 2% of the value of the economic offer provided;
- the absolute amount of all corrections is less than 2%, but the correction is not accepted by the bidder.

2. In the case where two or less offers are valid, in accordance with Article 93 of the LPP, the offer is considered abnormally low when it is reduced by more than 25% of the calculated limit fund.

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

In procurement procedures with a value below the high monetary limits, if one or several bids are assessed as abnormally low, the Bid Evaluation Committee rejects them, disqualifying them from the procedure, without asking the bidder/s for clarification.

In procurement procedures with a value above the high monetary limits, if one or several bids are assessed as abnormally low, the Bid Evaluation Commission must ask the economic operator to submit, within three working days, explanations of the price or the costs of proposed in the offer, in accordance with article 93 of the LPP and evaluate the information provided, in consultation with the bidder in accordance with the provisions of this article.

In any case, the bidder has the obligation to justify and document with written evidence, explanations for the specific element/elements of the bid, in accordance with the requirements of Article 93 of the LPP.

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

O - Offer

MO – Average Valid Offers

N - Number of valid offers

PR (Zm) – Discount possible

MO = O1 + O2 + O3 + ... On / N

PR = 85 % Mo

The value of the estimated bids < .. PR therefore the bid is abnormally low.

3. If an Economic Operator does not accept the correction of arithmetic errors, or if the Bidder fails to provide a justification to convince the Contracting Authority/Entity, in case of an abnormally low bid, his Bid will be rejected.

4. Lottery process

If two or more bids have the same lowest price or have the same points, then the winner is determined by lot, in the presence of the bidders. Bidders are notified of the date and time of the draw. Non-participation of bidders during the drawing process does not constitute grounds for disqualification.

D. AWARD OF CONTRACT

23. Winner Notification

1. Within the validity period of the Offer, the Contracting Authority/Entity notifies the successful Economic Operator that his Offer has been accepted and declared the winner.

24. Signing of the Framework Agreement/Contract

1. After confirming the winner/s, the Contracting Authority/Entity prepares, signs and invites the successful Economic Operator/s to sign the Framework Agreement/Contract.
2. The Contracting Authority/Entity requires the winner to provide insurance for the performance of the Contract. The amount of coverage for the performance of the contract will be 10% of the value of the contract. The Contract Insurance Form is submitted before signing the Contract.

Insurance for the performance of the contract can be presented in one of the following forms:

- a) possibility of payment by the bidder in monetary value, to the account of the authority or contracting entity;
- b) bank guarantee;
- c) guarantee from the insurance company.

DH. complaints

25. Complaint procedure

1. Any Economic Operator, who has a legitimate interest in the object of the procurement and risks being harmed by the decision-making of the contracting authority/entity, may file a complaint simultaneously with the contracting authority/entity and the Public Procurement Commission regarding the Tender Documents, qualification, selection or the determination of the winning bid, according to the provisions in the LPP and by-laws, in the Electronic Complaints System.
2. In cases of appeals for the decisions of the authority or the contracting entity for the selection of candidates after the pre-qualification stage or for the bid evaluation process, the economic operators, who participated in the procurement procedure and may be affected by the submitted appeal, have the right to submit their arguments regarding the latter simultaneously to the contracting authority or entity and the Public Procurement Commission in the Electronic Complaints System. .

Against the decision of the contracting authority or entity, the interested economic operators, who have presented their arguments in relation to the complaint, have the right to complain to the Public Procurement Commission.

3. The Contracting Authority/Entity may request the Public Procurement Commission to issue interim measures for the non-suspension of the procurement procedure.

E. CANCELLATION OF PROCEEDINGS

26. Cancellation of the procedure

1. The Contracting Authority/Entity publishes the final decision on the Cancellation of the Procurement Procedure, in the same way as it publishes the Contract Notice, no later than 5 (five) days from the date of expiry of the deadline for submitting complaints, or giving the decision final for the appeal.
2. The contracting authority/entity cancels the procurement procedure in cases where:
 - a) no appropriate request has been submitted in the phased procedures;
 - b) no suitable offer has been submitted in one-stage procedures;
 - c) finds that the tender documents contain errors or significant deficiencies;
 - d) due to unforeseeable and objective circumstances, the needs or solvency of the contracting authority or entity has changed;
 - e) The Public Procurement Commission decides the cancellation in accordance with the provisions in the LPP;

Also, the Head of the authority/entity decides to cancel the procedure according to the provisions in article 19 of the LPP and article 75 of VKM 285/2021, as amended.

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

4. If the Contracting Authority/Entity has to re-announce a new procedure for the same procurement object and with the same data, it should not continue with its re-announcement in the Electronic Procurement System before the end of the appeal/examination deadlines, complaints and the decision made regarding them.

SECTION II: LIST OF APPENDICES

ANNEX 1: Offer Form ECONOMIC

Appendix 2: Economic Offer Form, for procurement procedures for the supply of fuel, diesel, benzene and heating fuel, when the most economically advantageous offer based on the lowest price from the economic operator is applied as an evaluation criterion

ANNEX 3 : Price lists of articles

ANNEX 4 : Bid Security Form

ANNEX 5 : List of Confidential Information

ANNEX 6 : Technical Specifications Form

ANNEX 7 : Quantity Form and Plowing Chart

Attachment : 8: Bidder Selection Criteria Form

ANNEX 9: Summary Self-Declaration Form

Appendix 10: Disqualification Notification Form

Appendix 11 : Winner's Notification Form , after publication of which the appeal deadlines begin

Appendix 12: Winner Notification Form, at the end of the appeal deadlines

Appendix 13: Notification Form of Successful Economic Operators in the Framework Agreement after the publication of which the appeal deadlines begin

Appendix 14: Notification Form of Successful Economic Operators in the Framework Agreement, at the end of the appeal deadlines

Appendix 15: Procurement Procedure Cancellation Notification Form, after publication of which the appeal deadlines begin

Appendix 1.

(Addendum to be submitted by the economic operator)

ECONOMIC ⁴OFFER FORM

Date:

Procurement procedure/lot reference number:

To: **[Economic Operator indicates the name of the Contracting Authority/Entity]**

Bidder's name and NIPT **[Economic Operator enter the bidder's name and NIPT]**

We, the undersigned, declare that:

a) We have consulted and have no reservations about the Tender Documents of the procedure with object: **[indicate the object of the procurement procedure published in SPE]** , including the clarifications and Annexes issued.

b) We **[insert the name of the Economic Operator and the unique identification number, and/or members of the BOE, if applicable)** , are not exempted from the right to win public contracts and comply with the qualification requirements and specific requirements of the contract as specified in the contract notice **[set the scope of the procurement/lot procedure]** .

c) We offer to supply to the Contracting Authority/Entity **[insert name of Contracting Authority/entity]** , in accordance with the Tender Documents (see below), Goods for **[insert CPV of the relevant procedure/Lot from the Contract Notice published in the SPE]** in accordance with the Technical Offer, with the prices listed in the Item Price List and in accordance with the Terms and Conditions of the Contract, which are reflected in the Tender Documents.

d) Our offer is in accordance with the following documents:

1. Instructions for Economic Operators;
2. Notice of the Contract;
3. Selection Criteria;
4. Technical specifications, schedule and required quantity;
5. General Terms of the Contract;
6. Special Terms of the Contract;
7. Item Price Lists.

e) The total price of our Offer, **without VAT** , is: ----- **[Economic Operator puts it in numbers and words];**

f) The total price of our Offer, **including VAT** , is: ----- **[Economic Operator puts it in numbers and words];**

⁴ The value of the economic offer must not exceed two digits after the decimal point.

Name of bidder's representative	
MEMORANDUM	
Seal	
Date _____	

Appendix 2 .

[In the case of procurement procedures for the supply of fuel, diesel, benzene and heating fuel, when the most economically advantageous offer based on the lowest price is applied as an evaluation criterion, only this Appendix is completed and presented by the economic operator]

ECONOMIC OFFER FORM⁵

Date:

Procurement procedure/lot reference number:

To: **[Economic Operator indicates the name of the Contracting Authority/Entity]**

Bidder's name and NIPT **[Economic Operator enter the bidder's name and NIPT]**

We, the undersigned, declare that:

a) We have consulted and have no reservations about the Tender Documents of the procedure with object: *[indicate the object of the procurement procedure published in SPE]* , including the clarifications and Annexes issued.

b) We *[insert the name of the Economic Operator and the unique identification number, and/or members of the BOE, if applicable]* , are not exempted from the right to win public contracts and are in accordance with the qualification requirements and requirements specific to the contract as specified in the contract notice *[set the scope of the procurement/lot procedure]* .

c) We offer to supply to the Contracting Authority/Entity **[insert name of Contracting Authority/entity]** , in accordance with the Tender Documents (see below), Goods for **[insert CPV of the relevant procedure/Lot from the Contract Notice published in the SPE]** in accordance with the Technical Offer, with the prices listed in the Item Price List and in accordance with the Terms and Conditions of the Contract, which are reflected in the Tender Documents.

e) Our offer is in accordance with the following documents:

1. Instructions for Economic Operators;
2. Notice of the Contract;
3. Selection Criteria;
4. Technical specifications, schedule and required quantity;
5. General Terms of the Contract;
6. Special Terms of the Contract.

⁵ The value of the economic offer must not exceed two digits after the decimal point.

d) Expressed profit rate IN Securities absolute is as follows:

1	2	3
No.	Description The ITEMS	Profit rate expressed in value absolute

Name of bidder's representative	
MEMORANDUM	
Seal	
Date _____	

Attention: Based on the provisions of Article 45/2.1 of VKM No. 285/2021 "On the adoption of public procurement rules", amended, when "the most economically advantageous offer is based on the lowest price" is used as an evaluation criterion, the contracting authority/entity calculates the price based on:

- a) *the stock market price of the date when the notice of the contract of the procurement procedure was published, converted according to the official exchange rate of the Bank of Albania on that date*
- b) *fiscal elements;*
- c) *the rate of profit expressed in absolute value, which must be unchanged throughout the duration of the contract;*

Appendix 3 .*(Addendum to be submitted by the economic operator)***ITEM PRICE LIST****Date :** _____**Procurement procedure/lot reference number:**
_____**Name and unique identification number of the Economic Operator/Economic Operators** (in case of BOE): _____**Currency :** _____

In case of discrepancy between the price per unit and the total, the rules set forth in the Guidelines for Economic Operators will apply.

Prices and currencies to be in accordance with the Guidelines for Economic Operators.

All items on this Form must be completed and assigned the price provided in the relevant Price List for the items. Items with no value will be considered non-bid items and will lead to bid rejection.

Price List

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
The article	Description of the goods	amount	price per unit	Total price per item (3 x 4X)	
1.					
2.					
3.					
4					
	Total Price (Goods)				_____
Net price without VAT					
VAT (%)					
Total price with VAT:					
Name of bidder's representative					
MEMORANDUM					

Seal	
Date _____	

Appendix 4.

(Addendum to be submitted by the economic operator)

BID INSURANCE FORM

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

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

* * *

Procurement procedure [type The procedure]

Description The BRIEF The contract : [object]

Publication (if apply): Bulletin The notifications Public [Date] [Number]/No. references IN APP website .

* * *

Being in RECALLING PROCEDURE OF THE aforementioned ,

We certify that [name The bidders THE provided] has poured A DEPOSIT near [name AND bank address] / is guaranteed near [name AND company address OF THE insurance] with one value vessel FROM [coins AND value , expressed IN words AND digit] as condition ABOUT bid insurance , delivered BY OPERATOR The abovementioned economic .

take ASSUME THE outsource IN account of [name The authority / entity contractor] the insured value , within 15 (fifteen) days BY request your simple and seen in writing , without asking explanations , provided THAT THIS request to mention non-fulfilment of one of the following conditions:

- The bidder has withdrawn or changed the bid, after the final deadline for submission of bids or before the final deadline, if so defined in the tender documents;
- The bidder has refused to sign the procurement contract when the contracting authority/entity requests such a thing;
- The bidder has not submitted the contract insurance, where the bid has been declared the winner or has not fulfilled any other condition before signing the contract defined in the tender documents.

This Insurance is valid for the period specified in the [contract notice].

[Representative of bank / insurance company]

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

List of Confidential Information

(Enter the information you want to remain confidential)

Type, nature of information to be kept confidential	The number of pages and items in the DST that you want to remain confidential	Reasons for retention confidentiality of this information	The deadline for keeping this information confidential

ATTENTION

Any data that is not registered as confidential will be considered to have been given the consent of the holder of such information and the Contracting Authority/Entity will not be responsible for extracting this information.

Information that must be made public by law, that relates to a violation of the law, or that must be published based on good business practices and principles of business ethics is not considered a trade secret. Specifically: The economic operator cannot classify as confidential: the bid price, price list, catalog, information related to the bid selection criteria, public documents, excerpts from public registers and other information that should be made public or that is not confidential in accordance with the legislation in force.

Bidder's Representative

MEMORANDUM

Seal

Appendix 6.

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

TECHNICAL SPECIFICATIONS FORM

The description of the Technical Specifications of the goods subject to procurement must be described as accurately and completely as possible, creating conditions for fair and open competition between all candidates and bidders. Technical specifications, except in fully justified cases, must be drafted in such a way as to take into account accessibility criteria for persons with disabilities or design for all users, as required by applicable law.

NOTE : *In the Technical Specifications, no specific brand of production or source or special process should be described, characterizing the products or services offered by a specific Economic Operator or any trademark, patent, type or origin or specific production, in order to favor or eliminate certain enterprises or products. Such a thing is allowed only in exceptional cases where there is no sufficient, precise or understandable way to describe the object of the Contract. Such references must be accompanied by the words "or equivalent".*

In drafting the technical specifications, the contracting authorities/entities take into consideration the obligations defined in the relevant legislation in the following areas:

- a) Minimum energy performance requirements, as defined in the legislation in force for energy efficiency and for energy performance in buildings, energy consumption and other sources of energy-impact products, including provisions for the use of labels for impact products in energy;*
- b) Technical specifications for certain products, as defined in the legal and by-laws of the field in order to improve energy performance and reduce the impact on the environment;*
- c) Any other provision arising from environmental, energy, social and labor legislation .*

Sketches, technical parameters, etc.:

Materials Specification:

1. Autobot water sprinkler

of gENERAL

Year of Production	2022-2024
Condition	New unused
Diesel fuel	
Minimum Euro 6	Gas Emission
Manual gearbox ,	(6 forward + 1 reverse)
Cylinder capacity	Min. 5,000 CC - Max. 6,000 CC
Engine power Min	. 150 kw - Max. 180 kw
A /C System Air Conditioning	Yes

Radio	Yes
Command	windows electrical
Hydraulic Steering	
distances between axes	Min. 4,400 mm - Max. 4,600 mm
Number of axles	2
4x2 axis configuration	
Fuel tank	Min. 200 L
Tire size 295/80R22.5 (6 pieces + 1	tire reserve)
Total vehicle	length Min. 8,300 mm - Max. 8,600 mm
Total vehicle	width Min. 2,400 mm - Max. 2,600 mm
Total vehicle	height Min. 3,000 mm - Max. 3,300 mm
Number of cabin doors	2
Seating in the cabin	Min. 2
Total vehicle weight with load	18,000 kg - 19,000 kg

tankers

Tank capacity	10,000-12,000 liters
Tank	material Steel min. 4 mm thickness , material
anti-corrosion	
CAPACITY pump pressure	min 60m ³ /hour
Spray width ≥	10 m
Water throw distance	≥ 30 m
Tank discharge system	Free or pump discharge
Yes, metal stairs	installed in the body
PLATFORM WORKING BACK cistern	Yes
street PASSING ABOUT tanker with mATERIALS against sliding	Yes
Metal box side two tank arms for pipes	Yes
Subframe side for safety road	Yes
Equipment tank standards	Yes
Water Pipes	Yes
jaws rocket water	yes
The valve Entry	yes
Exhaust valve	yes
Instrument level gauge THE water	yes
Instrument gauge the pressure	yes

2. wagon double cabin with boiler THE obsessed

General

Year of Production	2022-2024
Condition	New unused
Diesel fuel	
Minimum Euro 6	Gas Emission
Manual transmission ,	(5 forward + 1 reverse)

Cylinder capacity CC	Min. 2,800 CC - Max. 3,000
Engine power Min	. 85 kw - Max. 110 kw
A /C System Air Conditioning Yes	
Radio	Yes
Command	windows electrical
Hydraulic Steering	
distances between axes mm	Min. 3,800 mm - Max. 4,000
Number of axles	2
4x2 axis configuration	
Tire size 7.00R16 (6 pieces + 1 reserve)	tire
Total vehicle length	Min. 6,400 mm - Max. 6,700 mm
Total width of the tool	Min. 2,200 mm - Max. 2,500 mm
Total vehicle height	Min.2,500 mm - Max. 3,000 mm
Number of cabin doors	4
Seating in the cabin	Min. 6
Weighing	2-3 Tons
Fuel tank	Min. 100 liters
of boiler data	
Fixed boiler	(no self-discharger)
Length	Min. 3,500 mm - Max. 4,000 mm
Width	Min. 2,000 mm - Max. 2,200 mm
Height	Min. 400 mm - Max. 500 mm
Boiler material	Alloy aluminum

3. Pick UP 4x4 vehicle

of gENERAL

Year of Production	2022-2024
Condition	New unused
Diesel fuel	
Minimum Euro 6	Gas Emission
Manual transmission , (5	forward + 1 reverse)
Cylinder capacity CC	Min. 2,800 CC - Max. 3,000
Engine power Min	. 100 kw - Max. 120 kw
Radio	Yes
A /C System Air Conditioning Yes	
ABS + EBD braking	system
Command	windows electrical
Hydraulic Steering	

distances between axes mm	Min. 3,400 mm - Max. 3,500
Number of axles	2
4x4 axle configuration	
Tire size 245/70	R17
Total vehicle length	Min. 5,600 mm - Max. 5,700 mm
Total width of the vehicle	Min. 1,850 mm - Max. 1,900 mm
Total vehicle height	Min. 1,800 mm - Max. 1,900 mm
Height from the ground	Min. 210 mm
Number of cabin doors	4
Seating in the cabin	Min. 5
Fuel tank	Min. 75 L

Note : For ANY certificate , standard , brand , name The special , patent , drawing or type, origin specific , manufacturer OR entrepreneur THE mentioned MORE above , accepted ALSO equivalent The theirs .

Appendix 7.

(Addendum to be completed by the Contracting Authority/Entity)

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

QUANTITY FORM AND DELIVERY SCHEDULE

Quantity of goods required:

No.	Description	Unit	AMO UNT	DESTINATION	Delivery period
1	Water Spraying Autobot	piece	4	ARRSH or Departments regional	Within 180 (one hundred and eighty) days from signing the contract.
2	Double cabin truck with boiler THE obsessed	piece	4	ARRSH or Departments regional	Within 180 (one hundred and eighty) days from signing the contract.
3	Pick UP 4x4 vehicle	piece	4	ARRSH or Departments regional	Within 180 (one hundred and eighty) days from signing the contract.

Delivery terms: Within 180 (one hundred and eighty) days from the signing of the contract.

Appendix 8.

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

FORM I OF THE SELECTION/QUALIFICATION CRITERIA

1. GENERAL SELECTION/ QUALIFICATION CRITERIA

THE OFFER DECLARES THAT:

a) is registered in the commercial register according to the legislation of the country where it carries out its activity, or according to special legislation in the case of a non-profit organization, has in the field of activity the object of procurement, and has an active status ;

b) is not in bankruptcy process (active status);

c) has not been convicted of any criminal offense, in accordance with Article 76/1 of the LPP;

ç) the person (persons) who act as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling power within the Economic Operator, is not convicted or has not been convicted by a court decision final form for any criminal offense, defined in article 76/1 of the LPP;

d) has not been declared guilty of a serious professional violation, as long as it has not been prescribed, according to the legislation in force;

dh) there are no outstanding payments of taxes and social security contributions, or he is in one of the conditions provided for in article 76/2 of the LPP;

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

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

g) operates in accordance with the relevant environmental, social and labor legislation;

gj) submitted an Independent Offer, according to the requirements of the legislation in force;

h) performs the activity in accordance with the requirements of the legislation in force.

i) there are no persons who are/have been in this capacity in an economic operator exempted from the right to win public contracts, by decision of the Public Procurement Agency, while this decision is in force.

j) has registered the beneficial owners in the register of beneficial owners, according to the provisions of the legislation in force.

k) implements the obligations derived from the legislation in force for basic reference salaries for occupational categories for the employees agreed to work. This information is required for Economic Operators, registered in the Albanian commercial register .

These criteria must be fulfilled by submitting the Summary Form of the Economic Operator's Self-Declaration on the day of the opening of the Offer, **according to Appendix 9.**

In the event of a merger of economic operators, each member of the group must present the aforementioned Self-Declaration .

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

The General Acceptance Criteria must not be changed by Contracting Authorities/Entities.

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

If the offer is submitted by an association of Economic Operators, it will be submitted:

- Cooperation agreement between Economic Operators, where the representative, the percentage of participation in the union, and the elements that each of the members of the union undertakes to carry out are designated .
- If an economic operator wants to rely on the capacities of other entities, it proves to the contracting authority or entity that it will have the necessary resources available, submitting a written commitment of these entities for this purpose.

2. SPECIAL QUALIFICATION CRITERIA

1. The bidder must submit:

a. *Summary Self-Declaration Form , according to Appendix 9;*

b. *Bid Security, according to Appendix 4;*

2. The applicant must submit :

2.1 Professional capacity of economic operators:

License of category VII.3.B.2 "Sale of motor vehicles and/or trailers, new or used" **or** License of category VII.3.B.1 "Auto repair of motor vehicles and trailers" , point "d" (purchase, sale of motor vehicles and trailers) .

2.2 Economic and financial capacity:

1. Certification for the annual turnover for the financial years (2021, 2022, 2023), where the turnover value for at least one of the years of the requested period must be no less than the

estimated value of the lot limit fund. *The criterion is considered fulfilled if the economic operators reach the value of the minimum turnover, in at least 1 (one) year of the required period of financial years.*

2. Economic operators must submit certified copies of balance sheets for the years: (2021, 2022, 2023) submitted to the relevant tax authorities. In the case that the economic operator is in the conditions of the provisions of Article 41, of Law No. 10091, dated 05.03.2009, then the balance sheets must also be accompanied by *the legal audit reports of the annual financial statements, carried out by legal auditors or auditing companies .*

The criterion is considered fulfilled if in the two consecutive required balances there is no negative ratio between assets and liabilities.

2.3 Technical capacity:

1. The economic operator must submit evidence for previous similar supplies made during the last 3 (three) years from the date of the announcement of the contract notice , in the amount of not less than 40% of the value of the limit fund. These previous, similar supplies must be substantiated with the following documentation:

a. When similar supplies are made with public entities, the economic operator must present the certificate issued by the public entity for the successful fulfillment of the contract and/or the sales tax invoices completed according to the requirements of the legislation in force and declared to the tax authorities, where to note the dates, amounts and quantities of goods supplied.

b. When similar supplies are made with private entities, the economic operator must present the corresponding sales tax invoice completed according to the requirements of the legislation in force and declared to the tax authorities, where the dates, amounts and quantities of the supplied goods are noted.

2. Authorization from the manufacturer or from a distributor authorized by the manufacturer for the type of vehicle offered. In the case of an authorized distributor, the document certifying that the distributor is authorized by the manufacturing company must also be submitted. The authorization must contain complete data of the manufacturer such as: phone, fax, email, website , this is necessary for CA in case of verification by him.

3. At least one owned/rented service or other ways provided for in the legislation in force, which must necessarily be equipped with the following documentation:

- License of category VII.3.B.1 "Autorepair of motor vehicles and trailers", for points a, b, c, ç, in accordance with the Instruction of the Ministry of Transport and Infrastructure no. 1546, dated 29.03.2016, "Autorepair of motor vehicles and trailers" and with the legislation on permits and licenses, for the environment where this activity is carried out;
- The documentation proving ownership, or tenancy, or use (ownership certificate/ lease contract/ loan contract/ any other valid document, through which the right of ownership or use is obtained according to the Civil Code of the Republic of Albania).

4. Operator -ECONomiC bidders MUST THE BE The fitted AND THE present certificate THE released BY evaluation bodies THE conformity , to accredited BY ORGANIZATION national accreditor , or BODIES INTERNATIONAL LAW accreditor , of recognized BY Republic of Albania , in compliance with the object of the procurement , as MORE below :

- : 2015 "On management systems THE quality " (valid) or equivalent ;

5. Operator -ECONomiC MUST THE present catalog OR tab TECHNICAL BY PRODUCER /or authorized distributor where THE LAID AND THE tagged; clearly characteristics TECHNICAL THE MEANS THE offered , in ORDER THAT THE COMPARE their compliance with specifications TECHNICAL AND the required standards IN documents Benchmarks THE tender , to defined IN Appendix 6 of the DST .

6. The economic operator must declare that the tools are manufactured in the countries of the European Union or are manufactured for use in the EU countries. To prove this, it must present the statement which is accompanied by the certificate of conformity (CoC)/equivalent.

7. statement for the goods offered, where the warranty period is defined as not less than 3 (three) years or a minimum of 100,000 km, depending on which condition will be fulfilled first.

8. Declaration where he undertakes the delivery of the means of tagged AND Joined IN ownership THE Albanian Road Authority , where IN price THE BE INCLUDING THE all EXPENCES for : Control fee physical , registration fee (plates) , taxes annual , payment for control technician (in cases where not is excluded from DPSHTRR), payments for TPL, as well as EVERY EXPENDITURE another THAT REGARDING with the vehicle (local tax or general , property , etc.).

All documents must be originals or notarized copies.

Cases of not presenting a document, or documents with false or incorrect data, are considered conditions for disqualification.

Appendix 9.

(Addendum to be presented by the economic operator)

SUMMARY SELF-DECLARATION FORM

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

A. Part I: Information about the Economic Operator

IDENTIFICATION	Answer
Name of economic operator: (Please list all economic operators if you are a BOE. Please indicate the role of the economic operator in the BOE)	-----
NIPT number/s:	-----
Postal address: City / town; Postal code	----- ---
Representative (name):	-----
Phone:	----- --
Email:	----- -----

B: STATEMENTS

For subcontractors and entities in the capacity of which the Economic Operator will be supported (if applicable)

<p>As an economic operator, I declare under my full responsibility that:</p> <ul style="list-style-type: none"> • Subcontractor Information

Name of proposed subcontractor	NIPT - i	Percentage of subcontracting	Goods/related services to be subcontracted

- Information on the subjects on the capacity of which the economic operator will be supported

Name(s) of subjects	TIN	The type of capacity for which the economic operator will rely	Specifically specify the capacity/s

Part II: Reasons for exclusion

A: DECLARATION OF FULFILLMENT OF GENERAL QUALIFICATION CRITERIA

statement
<p>The economic operator is registered in the commercial register according to the legislation of the country where he carries out the activity, or according to the special legislation in the case of a non-profit organization, has the object of procurement in the field of activity, and has an active status .</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator has not been convicted for any of the criminal offenses provided for in Article 76/1 of the LPP or has been convicted and a period of 5 years has passed from the date of execution of the sentence, unless another period has been determined by the court , according to the provisions of Article 76 of the LPP .</p> <p><i>Clarifications if deemed necessary</i> _____</p>

The person / persons in the capacity of member of the administrative body, director or supervisor, as a shareholder or as a partner, has either representative, decision-making or controlling powers within the economic operator, as follows:

etc.

are not convicted by a final court decision for any of the criminal offenses defined in Article 76/1 of the LPP or have been convicted and a period of 5 years has passed from the date of execution of the sentence, if it is not determined another period by the court, according to the provisions of Article 76 of the LPP , etc.

Clarifications if deemed necessary _____

The economic operator has not been declared guilty of a serious professional violation, as long as it has not been prescribed, according to the legislation in force.

Clarifications if deemed necessary _____

The economic operator is not in the bankruptcy process (active status).

Clarifications if deemed necessary _____

The economic operator has paid all the electricity obligations, for all the addresses of the exercise of the activity, according to the relevant legislation in force.

This information is required for economic operators who operate in the territory of the Republic of Albania.

Clarifications if deemed necessary

The Economic Operator has paid all obligations for taxes and social security contributions, according to the legislation in force, or is in one of the cases provided for in Article 76/2 of the LPP.

Clarifications if deemed necessary _____

The Economic Operator has not shown significant or persistent deficiencies in fulfilling an essential criterion of a previous contract with a contracting authority or entity or a concessionary contract that led to the termination of this contract.

Clarifications if deemed necessary _____

The economic operator has registered the beneficial owners in the register of beneficial owners, according to the provisions of the legislation in force.

Clarifications if deemed necessary _____

The economic operator registered in the Albanian commercial register implements the obligations derived from the legislation in force for the basic reference salaries for the profession category for the employees agreed to work .

Clarifications if deemed necessary _____

The economic operator is not on the list of economic operators forbidden to win public contracts in accordance with Article 78 of the LPP.

The economic operator does not have in the capacity of a member of the administration body, manager or supervisor thereof, shareholder or partner, or with representative, decision-making or controlling powers within it persons who are/have been in this capacity in an economic operator excluded from the right to win public contracts, by decision of the Public Procurement Agency, while this decision is in force.

Clarifications if deemed necessary _____

The economic operator exercises its activity in the implementation of the legal requirements in force.

Clarifications if deemed necessary _____

B: STATEMENT

For Submission of Independent Offers

In the capacity of the representative of the economic operator, **I declare that** :

I am aware of the consequences that come to me regarding this Declaration, in compliance with the law no. 9121/2003, "On the protection of competition" and law no. 162/2020, "On public procurement", as amended.

I prepared the offer independently, without making an agreement or agreeing with any other competitor ⁶.

In particular, without limitation as above, I have not had a contract or agreement with any competitor with the aim of harming competition, in relation to:

- a) prices;
- b) the methods, factors or formulas used to calculate the price;
- c) the intention or decision to submit an offer or not; or,
- d) submitting a bid that does not meet the specifications of the request for bid.

I have not had agreements or contracts with any competitor, with the aim of harming competition, in relation to the quality, quantity, specifications or special deliveries of products or services related to the procurement in question.

The conditions of the offer have not been made known to them, nor will they be made known to them, with the aim of harming the competition, in any way, to other competitors, before the date and time of the official opening of the bids, the announcement of the winner and the binding of the contract, only if required by law.

⁶ For the purposes of this statement and the submitted offer, the word "competitor" means any other economic operator, other than the Bidder, presented or not as a union of economic operators, who: a) submit an offer in response to the Contract Notice and/or of the Invitation to Offer, made by the Contracting Authority; b) is a potential bidder who, based on his qualification, skills or experience, may submit a bid in response to the Contract Notice and/or Invitation to Bid.

C: STATEMENT

On Conflict of Interest

statement
<p>As an economic operator, we declare that we are aware of the following:</p> <p>A conflict of interest is a situation of conflict between the public duty and the private interest of an official, in which he/she has direct or indirect private interests that affect, or may affect or appear to affect the improper performance of duties and public obligations.</p> <p>In accordance with Article 21, paragraph 1, Law No. 9367, dated 04.07.2005, the categories of officials as provided for in Chapter III, Section II, that are absolutely prohibited to benefit directly or indirectly from the signing of contracts between a party and the public institution are:</p> <ul style="list-style-type: none">- The President of the Republic, the Prime Minister, the Deputy Prime Minister, Ministers, or Deputy Ministers, Deputies, Judges of the Constitutional Court, Judges of the Supreme Court, Head of the Supreme State Audit Office, Prosecutor General, Judges and Prosecutors at the Court of First Instance level and the Court of Appeal, the People's Advocate, the Members of the Central Election Commission, the Members of the High Council of Justice, the Inspector General of the High Inspectorate of Declaration and Control of Assets and Conflict of Interest, Members of Regulatory Entities (Supervisory Council of the Bank of Albania, including the Governor; telecommunications; the insurance; the general secretaries of the public institutions equal to that of the General Director, heads of public administration bodies that are not part of the civil service. For mid-level civil servants, according to article 31 and officials according to article 32 of chapter III, section 2 of this law, the prohibition in paragraph 1 of this article, due to the private interests of the official, as defined here shall be applied only in case of concluding contracts within the scope and territory of the institution and the jurisdiction of the institution where the official works. This prohibition will apply even when the party to the contract is a dependent institution. <p>When the official is the mayor or vice-mayor of a municipality or municipality, or the chairman of a regional council, a member of the relevant council, or a senior management official of a local government unit, the prohibition due to the private interests of the official, specified here , will be applied only in the case of concluding contracts, if any, with the municipality, municipality or region where the official exercises such a duty. This prohibition will also apply when the party to the contract is a public institution under this unit (Article 21, paragraph 2, Law No. 9367, dated 04.07.2005).</p> <p>Prohibitions provided for in Article 21, paragraphs 1, 2 of Law No. 9367, dated 04.07.2005, with the relevant exceptions, will be applied to the same extent for persons related to the official, ie. spouse, cohabitant, adult children and parents of the official and spouse and cohabitant .</p> <p>I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 07.04.2005 "On the Prevention of Conflict of Interest in the Exercise of Public Functions", amended, and the by-laws approved on its basis by the High Inspectorate of Declaration and Control of Assets, as well as Law No. 162/2020, dated 23.12.2020 "On Public Procurement".</p> <p>Accordingly, I declare here that no public official, as defined in Chapter III, Section II of Law No. 9367, dated 04.07.2005, and in this statement, there is no private interest, direct or indirect, with the legal entity that I represent here.</p>

D: STATEMENT

For the implementation of legal provisions in labor relations

statement
As an economic operator, I declare under my full responsibility that:
<ul style="list-style-type: none"> • The economic operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination, provided for by the labor legislation in force. • The economic operator _____ concludes the relevant labor contracts with the employees and guarantees the measures in terms of safety and health at work for All and, in particular, for the groups at risk, based on the labor legislation in force. • The economic operator _____ does not have a legal measure in force, imposed by the State Inspectorate of Labor and Social Services (ISPHSH). In cases where legal violations have been found, the economic operator has taken the necessary measures to address them, within the deadlines set by the ISPHSH. <p><i>Clarifications if deemed necessary</i> _____</p>

Part III Selection/Qualification Criteria

A: DECLARATION

In accordance with the technical specifications and the realization schedule of the object of the contract:

statement	Answer
In the capacity of the economic operator, we declare that we meet all the technical specifications, as instructed in the tender documents, and we prove this through the certificates and documents presented with this declaration if requested by the Contracting Authority/Entity), and we undertake to realize the facility in accordance with the List of goods and the delivery schedule determined by the Contracting Authority/Entity.	Yes [] No []

B: STATEMENTS

For the availability of necessary employees and machinery (if required)

statement	Answer
As an economic operator, I declare under my full responsibility that: I have the necessary employees as well as the tools and machinery for the execution of the contract, as defined in the tender documents, and I prove this with the relevant documentation, which I will present in	<u>employee</u> Yes [] No [] If yes, number of employees:

original or notarized copies if I win, or if clarifications are requested from contracting authority/entity.	<hr/> Employee profile <hr/> <u>Machinery and tools</u> Yes [] No [] If yes, list with concrete data: <hr/>
Name, Surname _____ Company _____ Seal _____ Date of submission of the statement _____	

Please ensure that:

- Each participant listed in an association of economic operators must submit a separate Self-Declaration Form.
- In the event that the bidding economic operator will rely on the capacities of other entities, a separate Self-Declaration Form must also be submitted by the supporting entity .
- Any untrue/incorrect self-declaration by the economic operators is not only a reason for disqualification from the concrete procedure, but also a reason for their exclusion from the right to win public contracts for up to 3 years, according to the provisions of the law on public procurement .
- Economic operators who bid in procurement procedures must in any case self-declare the correct information that corresponds to their actual situation.

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

- In single-stage procurement procedures , before the publication of the winner's notice and the initiation of appeal periods, the contracting authority/entity requires the first qualified tenderer to submit supporting documents for the self-declarations on the self-declaration summary form, as well as the documents of presented as part of the electronic offer.
- In phased procurement procedures, this documentation is required of all candidates qualified in the first phase, before the appeal deadlines start.
- The first qualified bidder, before the publication of the notice of the winner and the start of the appeal deadlines, for the bid documents uploaded to the Electronic

Procurement System, must submit the proof documents, which must be in original or in certified copies.

- **Whereas, the evidentiary documents, which will be presented to prove the self-declarations made, must be presented in the original or identical to the original and prove the factual situation of the bidder at the time of his bidding.**

The information reflected in the self-declaration form, which is in a database, where the contracting authority/entity can directly access this information and/or document, must be accompanied by the corresponding address for this database.

Appendix 10.

Notice of Disqualification Form⁷

[Location and date]

[Name and address of Contracting Authority/Entity]

[Bidder's Address]

Dear Mr. / Mrs. <Contact name >

Thank you for your participation in the aforementioned public procurement procedure. The procedure was developed in accordance with Law No. 162/2020 "On Public Procurement", amended.

Your offer was carefully evaluated based on the terms and requirements set out in the Contract Notice and the offer file. We regret to inform you that you have been disqualified as the offer submitted by you has been rejected for the following reason(s):

If you think that the contracting authority/entity has violated the LPP or the RPP during the public procurement procedure, you have the right to initiate a review procedure after the publication of the winner's notice according to the provisions of Chapter XIV of the Public Procurement Law.

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

Sincerely,

Holder of the Contracting Authority/Entity

⁷*This notice will be used in the case of procurement procedures conducted in writing*

Appendix 11.

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

WINNER NOTIFICATION FORM, AFTER PUBLICATION OF WHICH COMPLAINT PERIOD STARTS

[*date*]

Directed by:

Economic Operator (EO) **OR**

[*Name, Title and address of the Economic Operator*]

Union of Economic Operators (BOE)

[*Names, Nipts, relevant % and addresses of BOE members*]

- EO/BOE with subcontractor

yes **NO**

If yes, provide the data _____

(*Names of subcontractors, Nipts, % of subcontracting*)

-OE/BOE with Supporting Entity:

YES **NO**

If yes, provide the data : _____

[*Names, Nipts, Correspondents and Addresses*]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure number/Lot reference: Brief description of the contract: [*Object, s asies and duration of the contract*]

Date of Publication of the Contract Notice in SPE: _____

Date of Publication of the Contract Notice in the Bulletin of Public Notices [*Date*] [*Number*] _____

WINNER SELECTION CRITERIA:

- the most economically advantageous offer based on cost
- the most economically advantageous offer based on price

By means of this Form, we inform you that, in this procedure/lot, the following Bidders have participated with these respective values offered :

1. _____

Full name of the company *NIPT number*

Value

(*expressed in numbers and words*)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(*Names of subcontractors, Nipts, % of subcontracting*)

2. _____

Full name of the company *NIPT number*

Value

(*expressed in numbers and words*)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(*Names of subcontractors, Nipts, % of subcontracting*)

Etc. _____

Among the participants, the following Bidders were disqualified:

1. _____

Full name of the company *NIPT number the following reasons*

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(*Names of subcontractors, Nipts, % of subcontracting*)

2. _____

Full name of the company *NIPT number the following reasons*

* * *

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

* * *

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

With the publication of this announcement, the appeal deadlines begin according to the provisions in Article 110 of Law No. 162/2020, dated 23.12.2020 "On Public Procurement", as amended.

Appendix 11.

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

WINNER NOTIFICATION FORM, AT THE END OF COMPLAINT DEADLINES

[date]

Directed by:

Economic Operator (EO) **OR**

[Name, Title and address of the Economic Operator]

Union of Economic Operators (BOE)

[Names, Nipts, relevant % and addresses of BOE members]

- EO/BOE with subcontractor

yes **NO**

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-OE/BOE with Supporting Entity:

YES **NO**

If yes, provide the data : _____

[Names, Nipts, Correspondents and Addresses]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot Reference: Brief description of the contract: [Object, s asies and duration of the contract]

Date of Publication in SPE, of the Winner's Notice from which the appeal deadlines start/Cancellation Notice from which the appeal deadlines start: _____

⁸Date of Publication in the Bulletin of Public Notices, of the Winner's Notice from which the appeal periods start/Cancellation Notice from which the appeal periods start

[Date] [Number] _____

WINNER SELECTION CRITERIA:

- the most economically advantageous offer based on cost

⁸ In the case of procurement procedures that take place in writing, only the date of publication of these notices in HRB is filled in.

- the most economically advantageous offer based on price

Through this Form, we inform you that, in this procedure/lot, the following Bidders participated with the respective values offered :

1. _____

Full name of the company NIPT number Value (expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

2. _____

Full name of the company NIPT number Value (expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Etc. _____

The following Bidders are disqualified:

1. _____

Full name of the company NIPT number reasons

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

2. _____

Full name of the company, NIPT number, reasons

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

* * *

Referring to the aforementioned procedure, we inform [name and address of the successful tenderer] that the tender submitted, with a total value of [relevant amount expressed in words and figures] / total points obtained [__ __] is identified as the winning bid.

Accordingly, you are requested to submit to *[name and address of contracting authority/entity and contact reference]* the contract security, as stipulated in the tender documents, within _____ days from the date of receipt/publication of this notice.

If you do not submit the contract security within the deadline specified in the tender documents, or withdraw from signing the contract, your bid security will be forfeited and the contract will be awarded to the next bidder in the final classification whose bid is delivered with a total value of *[relevant value expressed in words and figures]* , as provided for in Article 83 of Law no. 162/2020 "On public procurement", amended.

Appeal after the Winner Notification, from which the appeal deadlines start / Cancellation Notice, from which the appeal deadlines start

YES NO

If Yes (*No. ___ Date ___ of the final decision for the examination of the complaint, given by the Public Procurement Commission*)

[Authority holder/contracting entity]

Appendix 13.

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

**NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE
FRAMEWORK AGREEMENT , AFTER PUBLICATION OF WHICH COMPLAINT
DEADLINES START**

[date]

Directed by:

Economic Operator (EO) OR

[Name, Title and address of the Economic Operator]

Union of Economic Operators (BOE)

[Names, Nipts, relevant % and addresses of BOE members]

- EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-OE/BOE with Supporting Entity:

YES NO

If yes, provide the data : _____

[Names, Nipts, Correspondents and Addresses]

* * *

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot reference:

Brief description of the contract: *[Object, s asies and duration of the contract]*

Date of Publication of the Contract Notice in SPE: _____

Date of Publication of the Contract Notice in the Bulletin of Public Notices *[Date] [Number]* _____

WINNER SELECTION CRITERIA:

- the most economically advantageous offer based on cost
- the most economically advantageous offer based on price

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

1. _____
Full name of the company *NIPT number*

Value Offered/ Total unit prices and expected contract
 value _____
(expressed in figures and words)

EO/BOE with subcontractor
 yes NO

If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

2. _____
Full name of the company *NIPT number*

Value Offered/ Total unit prices and expected contract
 value _____
expressed in numbers and words)

EO/BOE with subcontractor
 yes NO

If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

Etc. _____

Among the participants, the following Bidders were disqualified:

1. _____
Full name of the company *NIPT number* *reasons*

EO/BOE with subcontractor
 yes NO

If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

2. _____
Full name of the company NIPT number reasons

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

* * *

Referring to the above procedure, we inform you that the following economic operators have been identified as successful bidders:

1. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts _____

(expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Total points received __ _____

2. _____

Full name of the company

NIPT number

Value Offered/ Total unit prices and expected value of contracts _____

expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Total points received __ _____

Etc. _____

With the publication of this announcement, the appeal deadlines begin according to the provisions in Article 110 of Law No. 162/2020, dated 23.12.2020, "On Public Procurement", as amended.

Appendix 14.

[Addendum to be completed by the Contracting Authority/entity in the case of the Framework Agreement]

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT, AT THE END OF THE APPEAL PERIOD

[date]

Directed by:

Economic Operator (EO) _____ **OR**

[Name, Title and address of the Economic Operator]

Union of Economic Operators (BOE)

[Names, Nipts, relevant % and addresses of BOE members]

- EO/BOE with subcontractor

yes **NO**

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-OE/BOE with Supporting Entity:

YES **NO**

If yes, provide the data : _____

[Names, Nipts, Correspondents and Addresses]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot Reference: Brief description of the contract: [Object, s asies and duration of the contract]

Date of Publication in SPE of the Winner's Notice from which the appeal periods start/Cancellation Notice from which the appeal periods start (_____)

⁹Date of Publication in the Bulletin of Public Notices of the Winner's Notice from which the appeal periods start /Cancellation Notice from which the appeal periods start, [Date] [Number]
/_____

⁹ In the case of procurement procedures that take place in writing, only the date of publication of these notices in HRB is filled in.

WINNER SELECTION CRITERIA:

- the most economically advantageous offer based on cost
- the most economically advantageous offer based on price

We hereby inform you that, in this procedure/lot, the economic operators with the corresponding values as follows have participated:

1. _____
Full name of the company NIPT number

Value/Total unit prices and expected value of contracts

(expressed in figures and words)

EO/BOE with subcontractor
yes NO
If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

2. _____
Full name of the company NIPT number

Value/Total unit prices and expected value of contracts

EO/BOE with subcontractor
yes NO
If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

Etc. _____

The following Bidders are disqualified:

1. _____
Full name of the company NIPT number reasons

EO/BOE with subcontractor
yes NO
If yes, provide the data _____
(Names of subcontractors, Nipts, % of subcontracting)

2. _____
Full name of the company NIPT number reasons

EO/BOE with subcontractor
yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

* * *

Referring to the above procedure, we inform you that the following economic operators have been identified as successful:

1. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts _____

(expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Total points received _____

2. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts _____

(expressed in numbers and words)

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Total points received _____

Etc. _____

Consequently, you are required to appear at [name and address of Contracting Authority/Entity] within _____ days from the date of receipt of this notice to conclude the agreement.

Appeal after the Winner Notification, from which the appeal deadlines start / Cancellation Notice, from which the appeal deadlines start

YES NO

If Yes (No. ___ Date ___ of the final decision for the examination of the complaint, given by the Public Procurement Commission)

[Holder of the Contracting Authority/Entity]

Appendix 15.

(Addendum to be completed by the Contracting Authority/Entity)

FORM OF NOTICE OF CANCELLATION OF THE PROCUREMENT PROCEDURE, AFTER PUBLICATION OF WHICH APPEAL PERIOD STARTS

1. Name and address of the Contracting Authority/Entity

Name _____

Address _____

Phone/Fax _____

E-mail _____

Website _____

2. Type of procedure: _____

3. Reference number of the procedure/lot: _____

4. Object of the Contract _____

5. Limit Fund _____

6. Reasons for Cancellation:

in phased procedures, no appropriate request has been submitted;

in single-stage procedures, no suitable offer has been submitted;

finds that the tender documents contain errors or significant deficiencies;

due to unforeseeable and objective circumstances, the needs or solvency of the contracting authority or entity have changed;

when the Public Procurement Commission decides the cancellation according to the provisions in the LPP;

when the holder of the contracting authority decides the cancellation according to the provisions in article 19/4 of the LPP.

7. Additional Information

With the publication of this form, the appeal deadlines begin according to the provisions of Article 110 of Law 162/2020 "On Public Procurement", as amended.

Section III Terms and Conditions of Contract (TKK)

This Section contains:

Appendix 16: General Conditions of Contract

Appendix 17: Special Conditions of the Contract

Appendix 18: Contract Assurance Form

Appendix 19: Draft Framework Agreement where all conditions are defined

Appendix 20: Draft framework agreement where not all conditions are defined

Appendix 16.**General Conditions of Contract (GCC)**

These General Conditions of Contract (GCC), together with the Special Conditions and other documents listed in them, constitute a complete document that expresses the rights and obligations of the parties.

Article 1 General provisions**1.1 Definitions**

In the Terms of Contract ("these Terms"), which include the Special Terms and these General Terms, the following words and expressions have the following meanings:

1.1.1 Contract

1.1.1.1 "Contract" means a contract with remuneration, concluded in writing, between one or more economic operators and one or more contracting authorities or entities, whose object is the performance of works, the supply of goods and services, in accordance with LPP .

1.1.1.2 "Contract Documents" means the documents listed in the Contract, including any amendments thereto.

1.1.1.3 "Contract Price" means the price payable to the Supplier as specified in the contract .

1.1.1.4 "Termination" means the fulfillment of all obligations, with or without penalty, by the Supplier in accordance with the terms and conditions set forth in the Contract.

1.1.1.5 " Termination of the Contract" means failure to execute the Contract according to the provisions in Article 25.

1.1.1.6 "Technical specifications" means the characteristics of the Goods subject to the contract and any additions and modifications to those characteristics in accordance with the Contract.

1.1.1.7 "Drawings" means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of and on behalf of) the Buyer in accordance with the Contract.

1.1.1.8 "Catalog" means a "book" containing the list of products/goods including descriptions of qualities/specifications, as well as how to use them.

1.1.1.9 "Lists" means the document(s) entitled Lists completed by the Supplier and submitted with the offer, as included in the Contract. Such documents may include Price Lists given, Lists of fees and/or prices.

1.1.1.10 "Offer" means the economic offer and all other documents that the Supplier has submitted with the economic offer, as included in the Contract.

1.1.1.11 "GCC" means the General Conditions of Contract.

1.1.1.12 "SCC" means the Special Conditions of Contract.

1.1.2 The Contracting Parties of s

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- 1.1.2.1** "Parties" means the signatories to the contract, in the capacity of Buyer and Supplier as the context requires.
- 1.1.2.2** "Buyer" means the Contracting Authority/Entity beneficiary of the Goods subject to the contract.
- 1.1.2.3** "Supplier" means the economic operator(s) that supplies the Goods subject to the contract.
- 1.1.2.4** "Subcontractor" means any entity appointed as a subcontractor for the provision of a portion of the Goods or Related Services.
- 1.1.3** **Dates, Tests, Periods and Termination**
- 1.1.3.1** "Acceptance Test" means the tests (if applicable) which are specified in the Contract and which are carried out in accordance with the Specifications for the purpose of acceptance of the Goods.
- 1.1.3.2** "Day" means a calendar day.
- 1.1.4** **wares**
- 1.1.4.1** "Goods" means all goods, raw material, machinery and equipment and/or other materials that the Supplier is required to supply to the Buyer under the Contract.
- 1.1.4.2** "Related Services" means services incidental to the supply of the Goods, such as insurance, transport, installation , commissioning, training and initial maintenance or any other services of a similar nature under the Contract.
- 1.1.5** **Other definitions**
- 1.1.5.1** "Buyer's Address" is the address specified in the KVK.
- 1.1.5.2** "Force Majeure" is defined in Article 22 "Force Majeure".
- 1.1.5.3** "Contract Insurance" is according to the provisions of Article 10 "Contract Insurance " .
- 1.1.5.4** "Place of delivery of the Goods" means the place defined in the KVK.
- 1.1.5.5** "Unforeseeable" or "Unforeseen" means an event objectively impossible to foresee at the time of publication of the Contract Notice.
- 1.1.5.6** "Modification of the contract" is according to the provisions in Article 23.
- 1.1.5.7** "Legislation in the field of procurement" means the LPP, the Public Procurement Rules and other by-laws based on and for the implementation of the LPP as specified in the KVK
- 1.1.5.8** "Prohibited Practices" has the meaning set forth in the LPP.
- 1.2** **Interpretation**
- 1.2.1** Interpretation of the Contract, unless the context otherwise requires:

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- (a) words denoting one gender include all genders;
 - (b) words indicating the singular include the plural and words indicating the plural include the singular;
 - (c) provisions that include the word "agree", "agreed" or "agreement" require that the agreement be documented in writing;
 - (d) "written" or "in writing" means handwritten, typed, printed or made electronically.

1.2.2 Incoterms

- (a) "Incoterms" means international commercial terms that constitute the rules of interpretation of commercial terms that determine the relevant obligations, costs, and risks associated with the transfer of Goods from the seller to the buyer.
- (b) Except where inconsistent with any provision of the Contract, the meaning of each commercial term and the rights and obligations of the Parties therein shall be as described in the Incoterms.
- (c) Incoterms, when used, are governed by the rules described in the current edition of Incoterms, specified in the KVK, and published by the International Chamber of Commerce.

1.2.3 Modification

Any modification of the Contract which is not made in writing, and does not contain the date, or does not expressly refer to the Contract and is not signed by a duly authorized representative of each Party is null and void. The parties may not make modifications to any element of the contract that would bring substantial changes to the conditions on the basis of which the Supplier was selected.

1.2.4 I gave up

Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the Party making such waiver, and must specify the right and the extent to which is being given up.

1.2.5 The independent influence of the provisions of the contract s

If any provision or condition of the Contract is prohibited or becomes invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provision or condition of the Contract.

1.3 Communications

Whenever these Terms provide for the granting or release of approvals, certificates, consents, determinations, notices, requests and settlements, such communications shall be:

- (a) in writing and delivered by hand (versus collection), sent by post or courier, or transmitted using any of the agreed electronic transmission systems as described in the KVK;

AND

- (b) delivered, sent or transmitted to the recipient's communications address as described in the KVK. However:

- (i) if the recipient provides a different address, communications will be delivered accordingly; AND

- (ii) unless the recipient has stated otherwise when seeking an approval or consent, it may be sent to the address from which the request was issued.

Approvals, consents and determinations will not be unreasonably withheld or delayed.

1.4 Law and language

The contract will be regulated and interpreted according to the Albanian legislation in force .

The language of the Contract will be that stated in the KVK.

The language for communications will be the one stated in the KVK. If no language is specified therein, the language for communications shall be the language specified in the Contract.

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

Supplier shall bear all costs of translation, and all risks of accuracy of such translation, for documents provided by Supplier.

1.5 Priority of Documents

The documents forming the Contract should be considered mutually explanatory of each other. If an ambiguity or inconsistency is found in the documents, the Buyer shall issue any necessary clarifications or instructions.

1.6 Drafting of the Contract

1.6.1 The announcement of the winning offer at the end of the appeal period will serve for the drafting of the contract between

parties, which must be signed within the deadline provided in the Tender Documents.

1.6.2 The existence of the contract will be confirmed by signing the contract document.

1.7 Copyright

1.7.1 Except as otherwise provided in the Contract, the copyright in all drawings, documents and other materials containing data and information provided to the Buyer by the Supplier hereunder shall remain with the Buyer, even if they are supplied to the Buyer directly or through the Supplier from any third party, including material suppliers.

1.8 Confidential Details

Supplier and Buyer's personnel shall disclose any such confidential information and other information as may be reasonably required to verify Supplier's compliance with the Contract and to permit its proper performance.

Each of them will treat the Contract Data confidentially, to the extent necessary to perform their respective obligations under the Contract or to comply with applicable laws. Neither shall publish or disclose particulars of the Goods prepared by the other Party without the prior agreement of the other Party. However, Suppliers are permitted to disclose any publicly available information, or information required to prove their qualifications to compete in other procedures.

Notwithstanding the foregoing, the Supplier may provide its Subcontractor(s) with documents, data and other information it receives from the Buyer to the extent required for the Subcontractor(s) to perform its work under the Contract. In such case, the Supplier must include in its contract with the Subcontractor/s a provision that provides for the maintenance of confidentiality as provided in the Supplier 's address under this article.

1.9 Compliance with Laws

During the execution of the Contract, the Supplier respects the laws in force.

Unless otherwise stated in the Special Terms

(a) Buyer secures and pays for all permits, approvals and/or licenses from all local, state or national authorities or public utility companies in Buyer's country that (i) such authorities or companies require Buyer to secure on its behalf his and (ii) are necessary for the execution of the Contract, including those required for the fulfillment of the respective obligations of both the Supplier and the Buyer under the Contract;

(b) The Supplier secures and pays for all permits, approvals and/or licenses from all local, state or national authorities or public utility companies in the Buyer's country that such authorities or companies require the Supplier to secure on its behalf and that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all of the Supplier's imported equipment. The Supplier secures all permits, approvals and/or other licenses that are not the responsibility of the Buyer under clause 1.9 (a) here and that are necessary for the execution of the Contract. The Supplier shall indemnify and hold the Buyer harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of any nature arising out of or resulting from the violation of such laws by the Supplier or its personnel, including Subcontractors and personnel theirs, but without violating Article 7.1.

1.10 Joint and several liability

If the Supplier is an association of Economic Operators, all these Economic Operators shall be jointly and severally liable to the Buyer for the fulfillment of the provisions of the Contract.

1.11 Inspections and Audit by Buyer

Supplier responds to inquiries and provides Buyer with any information or documents necessary to (i) investigate allegations of Prohibited Practices, or (ii) Buyer's monitoring and evaluation of the Contract and to enable Buyer to review and address any issues related to the Contract.

The Supplier keeps all the documentation related to the implementation of the Contract in accordance with the legislation in force.

Article 2 Prohibited Practices

2.1 The Supplier shall not authorize or permit any of its employees or representatives to engage in Prohibited Practices in connection with the procurement, award or execution of the Contract.

2.2 If the Buyer finds that the award of the contract was made under the conditions of a conflict of interest and this fact could not be identified before, it requests the Public Procurement Commission to declare the contract absolutely invalid.

If the Buyer has information about corrupt actions during the implementation of the contract, he informs the competent authorities.

Article 3 Notifications

3.1 Any notification given by one Party to the other, in accordance with the Contract, shall be made in writing to the address specified in the KVK.

3.2 The notification will be effective as soon as it is delivered .

Article 4 Object of Supply

4.1 The Goods and Related Services to be supplied must be in accordance with the specifications and conditions set out in the Tender Documents.

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- 4.2** The terms of the contract do not differ from those described in the tender documents and in the winning bid, except in cases where the Supplier, for objective reasons independent of him at the time of bidding, offers, at the same price, better terms than those tendered.

Article 5 Delivery

- 5.1** Delivery of Goods and Completion of Related Services shall be in accordance with the requirements specified in the Tender Documents.

Article 6 Responsibilities of the Supplier

- 6.1** The Supplier shall be responsible for the supply of all Goods and Related Services included in the Scope of Supply in accordance with the requirements set forth in the Tender Documents .

Article 7 Contract Price

- 7.1** The contract price will be unchanged throughout the duration of the contract, except for the cases provided in Article 21.

Article 8 Payment Terms

- 8.1** The Contract Price will be paid as specified in the KVK.
The Supplier shall be paid by the Buyer for the Goods delivered and the Related Services performed, in fulfillment of all obligations provided for in the Contract.
- 8.2** Payments shall be made promptly by the Buyer, no later than the time period specified in the KVK after delivery of an invoice or request for payment by the Supplier, and after the Buyer has accepted it.
- 8.3** Unless otherwise specified in the KVK, payment must be made in Albanian currency. The exchange rate of different currencies will be the rate of the Bank of Albania fixed on the day of sending the contract notice for publication .
- 8.4** In the case of verification of delays in making payments by the Buyer , although the Supplier has fulfilled all its obligations in accordance with the terms of the contract, the arrears and the corresponding interest will be carried out in accordance with the provisions of Law No. 48/2014 "On delayed payments in contractual and commercial obligations".
- 8.5** In the procurement procedures that have the object "fuel", during the implementation of the contract for the supply of fuel, diesel, benzene and fuel for heating, the absolute value of the profit rate will not change during the execution of the contract, in case of fluctuation of prices. If the price during the implementation of the contract for the supply of fuel, diesel, benzene and heating fuel changes in relation to the contract price, then the contracting authorities/entities must liquidate the goods according to periodic sales invoices, issued according to the tax legislation in force in relation to the moment of issuing the invoice, based on the stock market price on the day before the invoice is issued, published by APP after sending this price for publication by the General Directorate of Customs , traded according to the CIF-Albania condition and converted according to the official exchange rate of the Bank of Albania of the day before the invoice is issued .
The contracting authority, before paying the goods invoice, must check the accepted percentage of the increase or decrease in the exchange price, published by APP after sending this price for publication, by the General Directorate of Customs issued according to the CIF-Albania condition, at the time of sale of the goods, subject of the contract, to the contracting authorities,

as well as the quality of the delivered goods, if it is the same as the one for which the contractor was declared the winner.

Article 9 Taxes, Taxes and other Obligations

- .1 For Goods manufactured outside the Buyer's country, the Supplier shall be fully responsible for all taxes and duties, stamp duties, license fees and other such duties imposed outside the Buyer's country.
- 9.2 For Goods manufactured within the Buyer's country, the Supplier shall be fully responsible for all taxes and duties, duties, license fees, etc., incurred until delivery of the contracted Goods to the Buyer.
- 9.3 If in the Buyer's country, any tax exemption, reduction, allowance or favor may be available to the Supplier, the Buyer shall make it possible for the Supplier to take advantage of these facilities.

Article 10 Insurance of the Contract

- 10.1 The Supplier, within the deadline set by the Buyer in the notification of the winner, submits the Contract Insurance in the amount specified in the KVK.
- 10.2 In accordance with Article 10.1, the Contract Security will be expressed in the currency of the Contract and will be in the form specified by the Buyer in KVK.
- 10.3 The amount of the Contract Insurance shall be paid to the Buyer as compensation for any loss resulting from the Supplier's failure to fulfill its obligations under the Contract.
- 10.4 The Contract Security shall be returned to the Supplier no later than thirty (30) days after the date of fulfillment of the Supplier's obligations under the Contract, including any warranty obligations, unless otherwise specified in the KVK.

Article 11 Subcontracting

- 11.1 Subcontracting shall not be done without the prior written approval of the Buyer and shall not exceed 50% of the contract value.
- 11.2 The Buyer is allowed to make payments directly to the subcontractor for the supplies to be made, with the prior written approval of the Supplier
- 11.3 The provisions of Article 2 also apply to subcontracting .

Article 12 Specifications and Standards

- 12.1 The Supplier shall ensure that the Goods and Related Services comply with the Technical Requirements, as specified in the Tender Documents.
- 12.2 The Supplier shall not be liable for errors in the sketch, data, drawing or any other aspect of the technical specifications provided by the Buyer, unless the error was so obvious that the Supplier should have seen and advised the Buyer of it.
- 12.3 Wherever references are made in the Contract to the codes and standards in accordance with which it will be executed, the supplement or revised version of such codes and standards shall be those specified in the requirements of the tender documents. Any change in any code and standard, during the execution of the Contract, will be implemented only after approval by the Buyer and

will be treated in accordance with Article 23 of these conditions and the provisions of the LPP for the modification of the Contract, Article 127.

Article 13 Packaging and Documents

- 13.1** The Supplier shall ensure that the Goods are packaged as required to prevent damage or deterioration during transport to their final destination, as described in the Contract. During transport, the packaging must be such as to withstand exposure to extremes of temperature, salt and precipitation and storage conditions. The size and weight of the packing box will take into account, where appropriate, the distance of the final destination of the Goods.
- 13.2** Packaging, marking and documentation inside and outside the packages must comply with the special requirements as expressly provided in the Contract, including additional requirements, if any, specified in the KVK, and any other requirements from the Buyer.

Article 14 Insurance

- 14.1** Unless otherwise specified in the KVK, the Supplier must ensure that the Goods to be delivered under the contract are fully insured against loss or damage related to production or purchase, transport, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in KVK.

Article 15 Transport i

- 15.1** Unless otherwise stated in the KVK, responsibility for arranging the transportation of the Goods shall be in accordance with the applicable Incoterms.

Article 16 Inspections and tests

- 16.1** The Supplier shall perform at its own expense and at no cost to the Buyer, all such tests and/or inspections of the Goods and Related Services as specified in the KVK.
- 16.2** Inspections and tests may be carried out at the premises of the Supplier or its Subcontractor, at the point of delivery, and / or at the final destination of the Goods, or at another location in the Buyer's country as defined in the KVK. If performed at the Supplier's or its Subcontractor's premises, all reasonable facilities and assistance, including access to drawings and production data, shall be provided to the inspectors at no charge to the Buyer.
- 16.3** Designated representatives of the Buyer are entitled to participate in the tests and / or inspections referred to in Article 16.2, provided that the Buyer bears all its costs and expenses incurred in connection with such participation including, but not limited to was limited, all travel and accommodation expenses.
- 16.4** Whenever the Supplier is willing to carry out any such tests and inspections, it shall give reasonable advance notice to the Purchaser, including the place and time. The Supplier shall obtain from any relevant third party or manufacturer any permission or consent necessary to enable the Buyer or its designated representative to participate in the test and/or inspection.
- 16.5** The Buyer may request the Supplier to carry out any tests and/or inspections not required by the Contract, but considered necessary to verify that the characteristics and performance of the Goods comply with the codes and standards of the Technical Specifications under the Contract. The buyer will be responsible for the cost of these tests. If such test and/or inspection prevents

the progress of production and/or performance by the Supplier of its other obligations under the Contract, the Buyer shall agree to change the delivery schedule .

16.6 The Supplier shall provide the Buyer with a report of the results of any such test and/or inspection.

16.7 Buyer may reject any Goods or any part thereof that fails testing and/or inspection or does not conform to the Specifications. The Supplier shall repair or replace the rejected Goods or parts thereof or make any changes necessary to meet the specifications at no cost to the Buyer, and shall repeat the test and/or inspection, at no cost to the Buyer, upon notice to in accordance with Article 16.4.

16.8 The Supplier agrees that the execution of a test and/or inspection of the Goods or any part thereof shall not relieve the Supplier of any guarantees or other obligations under the Contract.

Article 17 Liquidated damages

17.1 Liquidated damages for late delivery of goods will be calculated at the following daily rates:

a) For contracts with a period of implementation, no more than 6 months, the daily fee will be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the value of the Contract.

b) For contracts with an implementation period of no more than 12 months, the daily fee will 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 implementation period of more than 12 months, the daily fee will be 1/1000 of the relevant remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 18 Guarantee

18.1 The Supplier warrants that the Goods are free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship under normal use under the conditions prevailing in the country of final destination.

18.2 The Buyer determines in the KVK the duration of validity of the guarantee (if applicable), after the Goods, or any part thereof as the case may be, have been delivered and received at the final destination described in the KVK.

18.3 The Buyer shall notify the Supplier indicating the nature of such defects together with all available evidence thereof, immediately after their discovery, but no later than ten days after discovery. The Buyer shall provide every opportunity for the Supplier to inspect such defects.

18.4 Upon receipt of notification, the Supplier must, within the period specified in the TOC, promptly repair or replace the damaged Goods or parts, at no cost to the Buyer.

If, after receiving notice, the Supplier fails to remedy the defect within the period specified above, the Buyer may make the necessary repairs at the Supplier's expense. In any case, the Buyer may decide to notify the Supplier of the termination of the Contract.

Patent Damage

19.1 Supplier indemnifies and indemnifies Buyer and its officers from and against suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which Buyer may incur as a result of any infringement or alleged infringement of any patent, design, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the contract by reason of:

(a) the installation of the goods by the Supplier or the use of the goods at the place of delivery of the Goods;

AND

(b) the sale in any country of products manufactured from the Goods.

Such indemnity shall not apply if the Goods or any part thereof are used beyond the terms of the Contract or if they or any part thereof are used in combination with any equipment, plant or other material not supplied by the Supplier in accordance with the Contract .

19.2 If any proceedings have been commenced or any claims have been made against the Buyer arising out of the matters referred to in Article 19.1, the Buyer shall immediately notify the Supplier, and the Supplier may, at its own expense and on behalf of the Buyer, take all actions to resolve any such proceeding or claim.

19.3 If the Supplier fails to notify the Buyer within thirty (30) days after receipt of such notice, then the Buyer shall be free to do the same in its own name and at its own expense.

Buyer shall, at Supplier's request, provide Supplier with all available assistance in carrying out such procedures and shall reimburse Supplier for all reasonable expenses incurred in doing so.

Buyer indemnifies and indemnifies Supplier and its employees, and its subcontractors from and against any lawsuit, action or administrative proceeding that Supplier may suffer as a result of any infringement or alleged infringement of any patent, design, registered design, trademark, copyright or other intellectual property right registered or existing at the date of the contract arising from or in connection with any sketch, data, drawing, specification or document or other material provided or drawn up by or on behalf of of the Buyer.

Article 20 Limitation of Liability

20.1 Except in cases of gross negligence or willful infringement:

consequential loss or damage , loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion does not apply for no obligation of the Supplier to pay the Buyer liquidated damages; AND

(b) the Supplier's total liability to the Buyer shall not exceed the Contract Price, except for the cost of repairing or replacing defective equipment, or any liability of the Supplier to indemnify the Buyer in respect of patent infringement .

Article 21 Changes in legal and sub-legal acts

21.1 If after the date of submission of offers or the date of signing the contract, any law or by-law in the Republic of Albania enters into force or changes and affects the terms, including the date of submission or the contract price, the terms or the contract price will be adjusted to the extent that the Supplier has influenced the fulfillment of its obligations under the contract.

Article 22 Force majeure

22.1 The non-performance or late performance by a Party of any of its obligations under this Contract shall not be considered a breach of this Contract if such non-performance or delay is directly due to any Force Majeure event.

22.2 For 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 is not caused by negligence or lack of care by either Party. Such events may include, but are not limited to, acts of a Party in either its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and embargoes of goods.

22.3 If a Force Majeure Event occurs, the affected Party shall immediately notify the other Party in writing of such condition and its cause. Unless otherwise instructed by the other Party in writing, the affected Party will continue to perform its obligations under the Contract to the extent reasonably practicable and will seek all reasonable alternative means of performance that are not prevented by the Event of Force Majeure

Article 23 Modification of the Contract

23.1 The parties can modify the contract during its term, only if they are in any of the cases provided for in the LPP.

23.2 The Buyer may at any time request the Supplier to make modifications within the general scope of the Contract in one or more of the following conditions:

- (a) drawings, sketches or specifications where the Goods to be supplied under the Contract are to be produced specifically for the Buyer;
- (b) method of delivery or packaging;
- (c) place of delivery; AND
- (d) Related Services to be provided by Supplier.

23.3 When the modification is accompanied by an increase in the value of the Contract, the total value of the modifications must not exceed 20% of the initial contract value. When several successive modifications are made, this limitation must be applied to the total value of all modifications. Where the contract contains a price revision clause, the basis for calculating the maximum value allowed for modifications shall be the contract value with the updated price.

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- 23.4** No modification of the Contract shall be made without the prior approval of the Buyer, accompanied by a written agreement signed by an authorized representative of the Supplier and the Buyer.

Article 24 Extension of the deadline

- 24.1** If at any time during the performance of the Contract, the Supplier or its subcontractors encounter conditions that prevent the timely delivery of the Goods or the completion of the Related Services in accordance with Article 5, the Supplier shall immediately notify the Buyer in writing of the delay, its probable duration and the cause of the delay. her. As soon as possible after receiving the Supplier's notification, the Buyer evaluates the situation and at its discretion may extend the Supplier's performance time. In this case, the extension is approved by the Parties and is reflected in the modification of the Contract.

- 24.2** Except in the case of Force Majeure, as provided in Article 22, a delay by the Supplier in performing the Delivery and Completion obligations will make the Supplier liable for the payment of liquidated damages in accordance with the provisions in the contract.

Article 25 Termination of the Contract

25.1 Notice to correct

If the Supplier fails to fulfill any obligation under the Contract, the Buyer may request by Notice that the Supplier remedy the non-performance within fifteen (15) days.

25.2 Termination for Default

The Buyer, without prejudice to any other legal remedy in relation to the breach of the Contract, may by means of a written Notice of Default sent to the Supplier, terminate the Contract in whole or in part:

- (i) if the Supplier has not fulfilled the obligation even after the Notification made according to point 25.1 of this article;
- (ii) If the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension granted by the Buyer in accordance with Article 24; OR
- (iii) If it is proven that the Supplier has engaged in Prohibited Practices, as defined in Article 2, during the competition for the Contract or its execution.

25.3 Termination for insolvency

The Buyer terminates the Contract at any time by notifying the Supplier if the Supplier becomes insolvent. The Supplier terminates the Contract at any time if the Buyer is insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or legal remedy arising or hereafter arising to the Buyer.

25.4 Termination Due to Public Interest

- a) Purchaser may terminate the contract at any time if it deems that this action should be taken to serve the public interest as well as possible .
- b) The Purchaser must notify the Supplier in writing of the interruption.

c) Buyer shall pay the Supplier for all Goods received and related Services performed prior to termination and shall pay the Supplier damages for partial performance of the Goods and related Services. In calculating the amount of damages, the Supplier will be required to take all necessary actions to minimize the damages.

Article 26 Export Restrictions

Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Buyer, the Buyer's country or the use of the goods or services to be supplied, which result from trade regulations from a country supplying those goods or services, and which substantially prevents the Supplier from fulfilling its obligations under the Contract, shall relieve the Supplier from the obligation to provide supplies or services, provided always that the Supplier demonstrates to the satisfaction of the Buyer that has completed all formalities in a timely manner, including applications for permits, authorizations and licenses necessary for the delivery of goods or services under the terms of the Contract.

Article 27 Settlement of disputes

- 27.1** The Buyer and the Supplier shall make every effort to resolve amicably through direct negotiations any dispute arising between them during the execution of the Contract.
- 27.2** If the parties fail to resolve their dispute through such mutual consultation, then either Party may notify the other Party of its intention to go to Court.

Appendix 17.**Special Conditions of Contract**

The following special terms of the Contract will satisfy the KPK. If there is a conflict, the provisions of the KVK will prevail over those in the KPK.

Article 1 General Provisions

1.1 The buyer is: *[insert name of Buyer]*

Address: _____

Phone: _____

Fax number: _____

Email: _____

1.2 The Supplier is: *[insert name of Supplier]*

Address: _____

Phone: _____

Fax number: _____

Email: _____

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

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

The language is: *[specify language]*

Article 2 Insurance of the Contract

2.1 Contract insurance in the amount of (10% of its value) must be provided by the Supplier to ensure the execution of its obligations under the contract.

The currency will be: *[specify currency]*

2.2 The Contract Security shall be issued or returned immediately to the Supplier in accordance with the form
2.3 below

2.4 If a periodic reduction of the Contract insurance is foreseen, it is carried out as follows:

If not completed, the insurance remains unchanged.

Article 3 Inspection and Tests

3.1 Inspections and tests will be:

- 3.2** Pre-shipment inspection: [specify inspection and tests]
 Final acceptance: [specify inspection and tests]
 Inspections and tests will be carried out at: _____

4.1 Article 4 Delivery

The place of delivery of the Goods will be:

Shipments and other documents that must be provided by the Supplier are:

(a) The terms of delivery, dates and places of delivery of goods and spare parts shall be fulfilled in accordance with the Schedule of Deliveries provided for in this Contract.

(b) The Supplier shall notify the Buyer _____ days before any delivery of the goods.

(c) Notification of delivery shall be made in writing, by fax, e-mail, etc. to:

(ç) If the Buyer receives the goods from a third party, the delivery notice shall include a list of documents required to receive the goods and describe the documents to be provided to the Buyer.

(d) If the Buyer receives the goods from a third party, the Supplier will submit all documents necessary for receiving the goods to: _____

Article 5 Contract Price

The price of the Contract is: _____ with VAT.

Article 6 Terms of payment

- 6.1** (a) Payment for the Goods shall be made within _____ days from the date of acceptance of the Goods or from the date of receipt of the request for payment in writing, regardless of the day of arrival. If not specified, the time period will be 30 days.

(b) Payment shall be made in the currency of _____. If left blank, payment will be made in Albanian currency.

- 6.2** All payments of amounts due to the Supplier may only be made to the Supplier's bank account clearly detailed in the Contract.

Article 7 Related Services

terms and conditions shall apply to the payment of related services

Article 8 Packaging and Documents

Packaging, marking and documentation inside and outside the packages must be:

[set the details required for the marking and documentation of the packaging]

Article 9 Insurance

If not in accordance with the Incoterms, insurance coverage will be as follows

[specify insurance requirements]

Article 10 Transportation

Responsibility for arranging the carriage of the Goods shall be in accordance with the specified Incoterms.

If it is not in accordance with the Incoterms, the responsibility for the transport will be as follows:

[specify transport arrangements, if different from above]

Appendix 18.

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

CONTRACT INSURANCE FORM

[*date*]

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

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

* * *

Procurement procedure: [*type of procedure*]

Brief description of the contract: [*object*]

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

* * *

With reference to the aforesaid procedure, and provided that [*name of designated successful tenderer*] has been awarded the contract,

We certify that [*name of designated successful 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 by [*name of contracting authority*]

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

This Insurance is valid until the full implementation of the contract.

[Representative of the bank / insurance company]

Appendix 19.**Draft Framework Agreement (where all conditions are defined)****wares**

[The 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 [Contractor's name and address] represented by [representative], hereinafter referred to as "Contracting Authority/Entity" referred to as the "Contractor".

The contractor, through his offer, dated [date] agrees to supply the goods, as specified in the conditions set out in:

- This Form;
- The Bid Declaration Form presented by the Bidder;
- Technical Specifications;
- Item Price List.

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

Article 1 Object

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

[General description]

1.2 The Framework Agreement will be implemented by sending invitations to bids to Economic Operators, parties to the agreement according to the needs of the Authority/contracting entity.

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

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

1.5 Duration of the Framework Agreement: _____

Article 2 Price

2.1 Unit prices for goods are set out in the Item Price List.

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:	
Seal:		Seal:	

Appendix 20

Draft Framework Agreement

(Where all conditions are not specified)

wares

Name of the Contracting Authority/Entity,

AND

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

1.2 This Framework Agreement is not a contract in itself, but defines the terms for contracts to be concluded based on it.

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

Article 2 Obligations of the Parties

2.1 The Contracting Authority/Entity, party to this agreement, will send the Contractor an "Invitation to Bid" whenever it needs goods.

2.2 The Contractor is obliged to submit an Offer whenever requested by the Contracting Authority/Entity.

Article 3 Contracts in the implementation of the Framework Agreement

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

Article 4 The mini-competition process

4.1 The mini-competition process will be developed with all the economic operators, parties to the Framework Agreement, whenever necessary 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 goods, the Contracting Authority/Entity prepares Invitations to Bids and sends them to all Economic Operators, parties to the Framework Agreement. Evaluation of Bids will be based on the criteria set forth in the Invitation to Bid.

Article 5 Duration of the Framework Agreement _____

Signatures and Date _____

For the Contractor

For the Contracting Authority/Entity

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

SECTION IV

Complaint and Notices for closing the process

Appendix 21: Complaint Form to the Contracting Authority/Entity and the Public Procurement Commission

Appendix 22 : Form for submission of arguments by interested economic operators to the Contracting Authority/Entity and the Public Procurement Commission

Appendix 23: Notice of the signed Contract

Appendix 24: Notice of the signed contract to be published in the Public Notices Bulletin

Appendix 25: Procurement Procedure Cancellation Form, at the end of the appeal deadlines

Appendix 21.**COMPLAINT FORM TO THE CONTRACTING AUTHORITY/ENTITY AND PUBLIC
PROCUREMENT COMMISSION**Complaint addressed to: Contracting Authority/Entity and Public Procurement Commission **Section I. Identification of Complainant***The complainant may be a tenderer or potential tenderer (eg individual, economic operator, association, association of economic operators)*

Complainant's full name (please type)

Nuis/Nipt

address

town

Country

Postal Code / Post
Office

Telephone number (including area code)

Fax number (including area code)

E- -mail

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

Signature of authorized official

Date (year /month/day)

Telephone number (including area code)

Fax number (including area code)

Section II. Information on the procedure**1. Procedure/Lot reference number***Enter the contract reference number in the contract notice or tender documents.*

2. Type of Procedure

Complete the type of procedure used for the procurement in question.

Open procedure

Simplified open procedure

Limited procedure

Competitive procedure with negotiation

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior publication of the notice

Negotiation procedure without prior announcement of the contract notice

Contract concluded without developing any of the procurement procedures provided for in the LPP

3. Authority / Contracting Entity

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

4. Estimated procurement value

(Estimated value of the contract/framework agreement) (amount in figures and words)

5. Object of the contract/Framework Agreement

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

6. Deadline for submitting the offer

(Date (year /month/day)

7. Publication date of the Winner's Notice

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

8. **Date of signing the contract**

(Date (year /month/day) in cases of requests for invalidity of the contract)

Section III. Description of the complaint

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

2. **Object of the complaint**

- Modification of tender documents

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

(Cite reasons for disqualification here)

- Opposition to the decision of the Bid Evaluation Commission regarding the qualification of the bid of one/several economic operator(s) participating in the procurement procedure.

(Cite the economic operator/s for which you have claims)

- Invalidity of contract

(Cite the contract for which you are seeking invalidation)

- Another

(Cite here the object of the complaint not included above)

3. Circumstances and facts

Describe the circumstances of the fact.

4. Arguments on alleged violations

Concisely describe the alleged violations, arguing clearly and precisely why you claim illegality in the actions of the contracting authority.

5. Request for special expertise

yes

not

(If yes, specify the type of expertise you require)

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

7. List of confidential information :

Determine what information is confidential, 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 content .

Caution: The complainant must attach to the complaint, which will be submitted to the contracting authority/entity and the Public Procurement Commission , the bank document that certifies the payment of the corresponding fee for the complaint to the Public Procurement Commission

Submit the completed procurement complaint form, all necessary attachments and additional copies, to the Electronic Complaint System.

Note: The complainant must simultaneously send the complaint to the contracting authority/entity and the Public Procurement Commission, in the Electronic Complaints System.

No. of fax:**Email:****Signature and seal of the Complainant****Administrator/ Authorized Representative**

Appendix 22.

FORM FOR PRESENTATION OF ARGUMENTS BY INTERESTED ECONOMIC OPERATORS TO THE CONTRACTING AUTHORITY/ENTITY AND PUBLIC PROCUREMENT COMMISSION

Presentation of arguments by interested economic operators addressed to :

Contracting Authority/Entity and Public Procurement Commission

Section I. Identification of the Economic Operator/s/Association of economic operators

Full name of the Economic Operator(s) (please type)
Nuis/Nipt

address

town

Country

Postal Code / Post
Office

Telephone number (including area code)

Fax number (including area code)

E- -mail

Name and title of officer authorized to send objections (please write)

Signature of authorized official

Date (year /month/day)

Telephone number (including area code)

Fax number (including area code)

Section II. Information on the procedure

1. Procedure/Lot reference number

Enter the contract reference number in the contract notice or tender documents.

2. Type of Procedure

Open procedure

Simplified open procedure

Limited procedure

Competitive procedure with negotiation

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior publication
of the notice

Negotiation procedure without prior
announcement of the contract notice

3. Authority / Contracting Entity

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

4. Estimated procurement value

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

5. Object of the contract/Framework Agreement

Brief description of the services subject to the contract/framework agreement.

6. Deadline for submitting the offer

Date (year /month/day)

7. The complaint being examined:
(*name of the Economic Operator who submitted a complaint for this procurement procedure*)

8. Date of Publication of Winner's Notice

Date (year /month/day)

Section III. Arguments on the complaint presented by the Economic Operator/s

1. Legal basis

(Legal violations/reasons, based on decisions, acts, documents, etc.)

2. Detailed statement of arguments on the submitted complaint

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

3. List of confidential information

Determine what information is confidential, 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 content .

Send the completed form of your arguments, as well as all necessary attachments and additional copies, to the Electronic Complaints System.

<p>Note: If the interested economic operators have not presented their arguments opposing the appeal, according to the provisions of the LPP, they cannot exercise the right to appeal the decision given regarding the appeal for this procurement procedure.</p>

No. of fax:

Email:

Signature and seal of the Economic Operator/s

Appendix 23.

(Addendum to be completed by the contracting authority/entity)

Signed Contract Notification Form

Section 1 Contracting Authority/Entity

1.1 Name and address of the Contracting Authority / Entity

Name _____

Address _____

Phone/Fax _____

E-mail _____

Website _____

1.2 Type of Contracting Authority/Entity:

Central institution

Independent institution

Local Government Unit

Others

1.3 The procurement procedure for concluding this contract was developed by:

Contracting authority/entity that procures for its
own needs

Central purchasing body of the Service

Public Private

Delegated

Others

Section 2. Scope of the Contract

2.1 Reference number of the procedure / Lot

2.2 Type of "Public Supply Contracts"

Purchase	RENTAL	Installment purchase	A combination of them
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Contract based on the Framework Agreement

yes not

If Yes, the type of Framework Agreement

With an Economic Operator

With several economic operators

All conditions are met Yes No

2.4 Brief description of the contract

2. Limit fund _____

3. Funding source _____

4. Object of the Contract _____

2.5 Contract duration or termination period:

Duration in months or days

OR

Starting // and completed in //

2.6 Division into LOTS :

yes not

If yes, number of LOTS :

2.7 Subcontracting contract:

yes not

Section 3. Procedure

3.1 Type of procedure: Open

3.2 Winner selection criteria :

A) the most economically advantageous offer based on cost

By importance: Price **points**

etc. **points**

OR

b) the most economically advantageous offer based on price

3.3 Number of submitted offers:

Number of regular offers:

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

yes not

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

yes not

Section 4 Information about the Contract

(with VAT)

4.4 Additional Information

Date of delivery of this notice □□/□□/□□□□

Appendix 24.

[Addendum to be completed by the Contracting Authority/Entity for publication in the Bulletin of Public Notices]

Signed Contract Notification Form

1. Name and address of the Authority / Contracting Entity

Name _____
 Address _____
 Phone/Fax _____
 E-mail _____
 Website _____

2. Type of procedure: _____

3. Object of the contract _____

4. Reference number of the procedure / Lot _____

5. Fund Limit _____

6. Publication Date in the Winner Notification SPE at the end of the appeal deadlines _____:

¹⁰Date of Publication in the Bulletin of Public Notices of the Notice of the Winner at the end of the appeal periods [Date] (Number)

7. Final total value of the contract (including lots, options and subcontracting) :

Value _____ (with VAT) coins _____

8. Name and address of the Contractor

Name _____

 Address _____

¹⁰ In the case of procurement procedures that take place in writing, only the date of publication of this announcement in HRB is filled in.

NIPT number _____

EO/BOE with subcontractor

yes NO

If yes, provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

The value of subcontracting _____ with VAT Currency

8. Date of signing the contract

Appendix 25.*(Addendum to be completed by the Contracting Authority/Entity)***PROCUREMENT PROCEDURE CANCELLATION FORM, AT THE END OF THE COMPLAINT PERIOD****1. Name and address of the Contracting Authority/Entity**

Name _____
 address _____
 Phone/Fax _____
 E-mail _____
 Website _____

2. Type of procedure: Open**3. Reference number of the procedure/lot:****4. Object of the Contract** _____**5. Limit Fund** _____**6. Reasons for Cancellation:**

- in phased procedures, no appropriate request has been submitted;*
 in single-stage procedures, no suitable offer has been submitted;
 finds that the tender documents contain errors or significant deficiencies;
 due to unforeseeable and objective circumstances, the needs or solvency of the contracting authority or entity have changed;
 when the Public Procurement Commission decides the cancellation according to the provisions in the LPP;
 when the holder of the contracting authority decides the cancellation according to the provisions in article 19/4 of the LPP.

7. Date of publication in SPE of the Notice of cancellation from which the appeal deadlines start : _____

¹¹Date of Publication in the Bulletin of Public Notices of the Notice of Cancellation from which the appeal periods start [No] [date]

8. Appeal after the Notice of Cancellation, from which the appeal deadlines start

YES NO

If Yes (*No. ___ Date ___ of the final decision on the review of the complaint, given by the Public Procurement Commission*)

At the end of the deadline for the submission of complaints _____/review of complaints and the decision taken in relation to them, the procurement procedure with object " _____ " is cancelled.

Date of delivery of this notice

Holder of the Contracting Authority/Entity

¹¹ *In the case of procurement procedures that take place in writing, only the date of publication of this announcement in HRB is filled in.*