

**STANDARD TENDER DOCUMENTS FOR
THE OPEN PROCEDURE
GOODS¹²**

**“Purchase of equipment for Fire Protection and Rescue Service (SHMZSH)
(Firefighting Vehicle)”**

Municipality 2025

¹ In cases where specific unforeseen circumstances are not addressed in this set of documents, the Contracting Authority/Entity shall refer to the provisions of the applicable legislation and public procurement rules in force.

² The Standard Tender Document Set for procurement procedures exceeding the upper monetary thresholds is drafted in both Albanian and English. In the event of any discrepancies between the Albanian version and the English version of the set, the Albanian version shall prevail.

NOTICES

PRIOR INFORMATION NOTICE/ PERIODICAL INFORMATION NOTICE

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

1.1 Name and Address of Contracting Authority/ Entity;

Name _____

Address _____

1.2 Type of Contracting Authority:

Central Institution

☐

Independent Institution

☐

Unit of local authorities

☐

Other

☐

1.3 Category of the Contracting Authority / Entity

Contracting Authority/ Entity procuring
for its own needs

☐

Central Purchasing Body

☐

Procurement Service provider
Public ☐ ☐ Privat

Delegated

☐

Others

☐

1.4 Name and Address of contact person;

Responsible Person (s) for the tender _____

Tel/fax _____

E-mail _____

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

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 object as planned in the Budget forecast of the Contracting Authority/ Entity.

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

1.9 Approximate duration of the contract / Framework Agreement

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

1.11. Type of Framework Agreement, if the case:

1.12 Estimated time for the conduct of the procurement procedure:

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

(To be completed by the Contracting Authority/ Entity)

CONTRACT NOTICE**Section 1. Contracting Authority/Entity****1.1 Name and address of Contracting Authority / Entity**

Name:	Municipality of Elbasan
Address:	Street, Qemal Stafa, Elbasan Street
Tel/Fax:	(+355) 54 400152 / (+355) 54 52246)
E-mail:	bashkiaelbasan@elbasani.gov.al
Website address:	www.elbasani.gov.al
Person(s) responsible for the procurement (name, e-mail)	Iralda Hasko iralda.hasko@elbasani.gov.al

1.2 Type of Contracting Authority/Entity:

Central Institution

☐

Independent Institution

☐

Local government unit

X

Other

☐**1.3 Category of the Contracting Authority / Entity**

Contracting Authority/ Entity

Central Purchasing Body

Procurement Service provider

procuring for its own needs

☐Public ☐ Private ☐☐

Delegated

Others

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

Yes

☐

No

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

Yes

☐

No

X

1.6 Reserved contract:

Yes ☐ No ☒

Section 2. Object of Contract: “Purchase of equipment for Fire Protection and Rescue Service (SHMZSH) (Firefighting Vehicle)”**2.1 Reference number of procedure/Lot (s):** REF-55330-07-17-2025**2.2 The code as per Common Procurement Vocabulary (CPV):** 34144210-3 – Firefighting vehicles**2.3 Type of “Public Contract for Supply”:**

Purchasing	Renting	Purchase in instalments	A combination of these
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.4 Contracts under the Framework Agreement:

Yes ☐ No ☒

2.5 Type of Framework Agreement:

With one Economic Operator ☐

With several Economic Operators ☐

All terms are defined Yes ☐ No ☐

2.6. Framework Agreement with one Economic Operator

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

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2.7 Framework Agreement with several Economic Operators

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

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

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2.9 The Contracting Authority /s or Contracting Entity /s which will be parties into the Framework Agreement: *(here all the Contracting Authorities / Entities that will be beneficiary parties from the Framework Agreement shall be listed).*

2.10 Short description of the contract /framework agreement

1. Limit fund/Expected value of the contract: With a limit fund of **19,500,000** (nineteen million five hundred thousand) **ALL excluding VAT.**

2. In the case where the procurement object consists of several items, **the unit price sum is** _____ **Currency, VAT excl.**

3. Source of financing: State Budget and Elbasan Municipality Budget.

4. Output Code: 2109026

5. Type:

Investments X Code:231 Value: 19.500.000

Services Code: Value:

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

3 months from the signing of the contract.

2.11.1. Duration of the framework agreement:

Duration in months: *or* **days:**____(from the signing of the Framework Agreement

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

Ending on ____/____/____ (dd/mm/yyyy)

2.12 Place of delivery of the contract object:

Near the premises of SHMZSH.

2.13 Division into Lots:

Yes

☐

No

X

Reasoning regarding Article 39 of Law No. 162, dated 23.12.2020 “On Public Procurement”, as amended, concerning the non-division into lots of the procurement procedure:

It has been decided that the procurement procedure will not be divided into lots due to the nature of the supply to be carried out—in this specific case, it involves two vehicles of the same type.

The main reason for not dividing the procurement procedure into lots is that, based on the technical specifications/terms of reference, since the vehicles are of the same nature, it is feasible for them to be supplied by a single economic operator. Managing the contract would be difficult if there were more than one operator involved. The object of the contract is functionally interconnected and constitutes an indivisible logical and technical whole. The purchase of the two trucks is identical in terms of technical characteristics, purpose, and use. They serve a single operational function. Dividing this function into lots would result in unnecessary fragmentation and reduced efficiency. Procuring under a single contract ensures compatibility, standardization, and efficiency in both management and usage.

If yes,

2.14 Brief description of Lots:

(object and limit fund for each Lot)

1. _____

2. _____

2.14.1 A Bidder may apply for:

- ☐ one Lot,
- ☐ several Lots,
- ☐ all Lots.

A separate Bid for each Lot must be submitted.

2.14.2 Maximum number of Lots per Bidder:

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

2.14.3 Criteria / rules to be applied to determine the Lots to be awarded to the Bidder:

Specify the criteria to determine the Lots to be awarded, when the Bidder is declared the winner of more Lots than the maximum number allowed in paragraph 2.14.2.

2.14.4 Combination of Lots in a contract / joint contracts (When more than one Lot can be awarded to the same Bidder):

Yes

☐

No

☐

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

2.15 Variants shall be accepted:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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2.15.1 Subcontracting shall be accepted:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If subcontracting is allowed, specify the percentage allowed for subcontracting:

(subcontracting at a higher value than 50 % of the value of the contract is not allowed)

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Other notes *(if deemed necessary by the Contracting Authority/ Entity)*

2.16. Relying on the capacities of other entities

Specify whether for tasks / works / critical aspects of the contract the Contracting Authority / Entity requires to be fulfilled by the Economic Operator itself or by any of the members of the joint on Economic Operators for which the Bidder is not allowed to rely on the capacities of other entities.

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If yes, the task, work, critical aspects where relying on others is not allowed shall be specified:

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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2.18. During the procurement process in the field of Information and Communication Technology (ICT), in the case the standards are not applicable, a prior approval is received from the National Agency of Information Society:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Section 3 Legal, Economic, financial and technical information

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

In the case of sectoral contracts, the Contracting Entity, at its discretion, may or may not request a Bid Security also for procedures below the high monetary threshold.

The Economic Operator shall submit the Bid Security (Guarantee) Form, according to Appendix 4.

The required bid security amount is **390,000 (three hundred ninety thousand) ALL**.

In cases of submitting bids for specific lots, the bid security amount for each lot will be as follows:

Loti 1 _____ (amount, currency)

Loti 2 _____ (amount currency)

3.1.2 The Contracting Authority/Entity accepts the payment of the bid security amount by the bidder in monetary value to the account of the Contracting Authority/Entity: **405279562_** (the bank account number of the Contracting Authority or Entity should be specified).

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 **X**

OR

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

3.2 Offer validity period: 150 days

Section 4 Procedure

4.1 Type of procedure: Open above the upper monetary limit

4.2. Prior / periodic information notice has been used

Yes

☐

No x

If Yes, the reference number is _____

4.2.1. Application of a shorter deadline for acceptance of Bids (*applicable to procurement procedures above the high monetary threshold*).

Yes

☐

No

X

4.3 Re - announced procedure

Yes

☐

No

X

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

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

b) Procurement object of the cancelled procurement procedure _____

c) Limit Fund of cancelled procurement procedure _____ (amount, currency)

4.4 Award criteria:

A)³ the most economically advantageous tender based on cost ☐

By order of importance:

Price ☐ points ☐

_____ ☐ points ☐

_____ ☐ points ☐

_____ ☐ points ☐

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

OR

B) the most economically advantageous Bid based on price X

- i) The stock market price, according to Reuters, delivered under the CIF-Albania condition, as published in the latest Public Notices Bulletin prior to the date of submission and opening of bids;
- ii) Fiscal elements, including excise duty, carbon tax, and any other taxes as per the applicable legislation;
- iii) The lowest profit margin, expressed as a percentage.

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

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

4.5 Deadline for submission and opening of the Bids:

Date: 19/08/2025 Time 10:00

Place: www.app.gov.al.

When the Bid should be submitted electronically, the Bidders shall submit it electronically to the PPA official website, www.app.gov.al

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

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

4.6 Application of a shorter deadline for acceptance of Bids as foreseen in article 42 point 6 of PPL
(applicable to procurement procedures above the high monetary threshold).

Yes



No

X

If yes, please specify reasons for the application of a shorter deadline:

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

Albanian

X

English

X

Section 5 Additional information**5.1 Payable documents** (applicable only to procedures not conducted by electronic means):

Yes



No

X

If yes

Currency

Price

This price covers the current costs of copying and distribution of Tender Documents (TDs) to the Economic Operators. The interested Economic Operators have the right to check TDs before their purchase.

5.2 Additional Information (place, office, method for the purchase of the Tender Documents when applicable)

The winning Economic Operator at the end of the procedure, for signing a public contract must have:

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

Date of delivery of this notice: **18/07/2025.**

[To be completed by the Contracting Authority /Entity in the framework agreement at the reopening of the mini - competition process]

INVITATION TO BID

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

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

(give an exact description of the goods and specific quantity requested:

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

Time of delivery: Goods must be submitted by the date _____

Offers must be submitted in

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

The deadline for submission of bids

.....

[Determine the date and time]

Award Criteria _____

The form of communication:

Writing form ☐

electronic form (E-mail, fax, etc.) ☐

SHORT NOTICE OF THE CONTRACT

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

1. Name and address of the Contracting Authority/ Entity

Name Municipality of Elbasan
Address “Qemal Stafa” street, Elbasan
Tel/Fax (+355) 54 400152 / (+355) 54 52246
E-mail bashkiaelbasan@elbasani.gov.al
Website: www.elbasani.gov.al

2. Type of procurement procedure: The Open Procedure On The Upper Monetary Limit-Services

3. Reference number of procedure / lots: REF-55330-07-17-2025

4. Object of the contract/framework agreement: “Purchase of equipment for Fire Protection and Rescue Service (SHMZSH) (Firefighting Vehicle)”

5. CORRESPONDING CODE IN THE COMMON PROCUREMENT VOCABULARY (CPV):
34144210-3 – Firefighting vehicles

6. LIMIT FUND VALUE: With a limit fund of **19,500,000** (nineteen million five hundred thousand) **ALL excluding VAT.**

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

3 months from the signing of the contract.

8. Deadline for the submission and opening of bids: Date 19/08/2025, Time 10:00.

9. Re-Announced Procedure:

Yes



No

X

If it is a re-advertised procedure, please fill in the identification data of the cancelled procedure.:

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

b) Procurement object of the cancelled procurement procedure _____

c) Fund limit of the canceled procurement procedure _____ (amount, currency)

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

**PLANNING OF
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	Short description of the contract
01	_____	_____
02	_____	_____
03	_____	_____
...	_____	_____

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

(To be completed by the Contracting Authority/ Entity)

NOTICE ON CHANGES TO THE TENDER DOCUMENTS

1. Name and Address of Contracting Authority/Entity

Name _____

Address _____

Tel/Fax _____

E-mail _____

Web page _____

2. Name contacts of responsible person (s) for procurement:

Name _____

E-mail _____

3. Type of procurement procedure: _____

4. Type of contract. Framework Agreement _____

5. Reference number for the procedure/lot: _____

6. Object of Contract / Framework Agreement _____

7. The code as per Common Procurement Vocabulary (CPV) _____

8. Limit fund _____

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

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

Note:

This notice must be accompanied by an appendix of changes to the tender documents.

(To be completed by the Contracting Authority / Entity)

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

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

Name _____
Address _____
Tel/Fax _____
E-mail _____
Web-page _____

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

Name _____
E-mail _____

3. Type of procurement procedure: _____

4. Type of contract/ Framework Agreement: _____

5. Number of reference of the procedure / Lot: _____

6. Object of the contract / Framework Agreement: _____

7. The code as per the Common Procurement Vocabulary (CPV): _____

8. Limit fund: _____

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

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

11. Total value of the signed contract / Framework Agreement _____

12. Amended value (if the case) _____

13. Duration of the contract / Framework Agreement _____

And the new deadline (if applicable) _____

14. Name and address of the economic operator /s

Name _____

NIPT: _____

Address _____

Contacts _____

15. Date of signing the modification _____

16. Financing source _____

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

BIDDING DOCUMENTS

Table of Contents

Section I: Instructions to Economic Operators (Instructions)

The text found in the Section I cannot be modified by the Contracting Authority/ Entity or economic operators, except for information supplemented as per the Contract Notice.

Section II. Appendixes

Section II includes the Appendixes which are to be completed by the Economic Operator and to be submitted as part of its bid, as well as the Appendixes to be completed by the Contracting Authority/ Entity such as the Technical Specifications, bid selection criteria, quantity and delivery schedule.

Section III. Terms and Conditions of Contract (TCC)

Section III contains the General and Special Conditions to be applied for all contracts, the Contract Security Form as well as forms to be signed by both parties, such as, Framework Agreements drafts as per their type.

Section IV: Complaint and notifications for closure of the process

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

Section I: Instructions to Economic Operators

A. GENERAL

- | | |
|---|---|
| 1. Scope of Tender | <p>The scope of tender procedure and the number of contracts (lots) and their scope shall be defined in the Contract Notice.</p> <p>1. Unless otherwise stated below, the definitions and interpretations in these Tender Documents shall be as prescribed in the Public Procurement Law (PPL) and the General Conditions of Contract (GCC).</p> |
| 2. Eligible Economic Operators | <p>a) An Economic Operator is any natural person or legal entity, or public entity or group of persons / entities, including companies with temporary joint venture and non-profit organizations, which can offer works, the supply of goods or services in the market, as per the Instructions to Economic Operators (hereinafter referred to as “the Instructions”)</p> <p>In the case of a joining of economic operators (JV):</p> <p>1.1 All operators, members of this venture shall be jointly and severally liable; and</p> <p>1.2 The JV shall attach to its Bid an agreement between the parties where it is also nominated and authorized the representative who shall have the authority to represent the JV during the tendering procedure and, in the event the JV is awarded the Contract, also during Contract execution.</p> <p>b) The Economic Operator shall examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information or documentation required by the Contracting Authority/Entity in the Tender Documents shall result in the rejection of the bid.</p> |
| 3. Clarification of Tender Documents | <p>A potential bidder may request clarifications regarding the Tender Documents from the Contracting Authority/ Entity which should respond to any request for clarification of the Tender Documents made by any Economic Operator, provided that such request is received no later than 6 days before the final deadline for submission of bids. The Contracting Authority/Entity must respond within 3 days from the submission of the request, in order to enable the timely submission of the bid by the Economic Operator and, without identifying the source of the request, must communicate the relevant explanation to all Economic Operators, who have received the tender documents.</p> |
| 4. Amendment of Tender Documents | <p>1. At any time prior to the deadline for submission of bids, the Contracting Authority/Entity may amend the Tender Documents by issuing an addenda for these changes.</p> <p>2. Any addendum issued shall be part of the Tender Documents and shall be published the same way as the Tender Documents.</p> <p>3. If the amendment of the tender documents is done in the first half of the bid acceptance time limit period, the Contracting Authority or entity may extend the time limit for the receipt of bids. If the tender documents are amended in the second half of the bid submission time limit period, the Contracting Authority/Entity shall extend the deadline for submission of bids by at least 10</p> |

days for procedures above the high monetary threshold and by at least 7 days for procedures under the high monetary threshold.

B. PREPARATION OF BIDS

- | | |
|---|---|
| 5. Bidding cost | The Economic Operator shall bear all costs associated with the preparation and submission of its bids, and the Contracting Authority/Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procedure. |
| 6. Language of the Bid | <p>The Bid, as well as all correspondence and documents relating to the tendering procedure shall be submitted in the language/s specified in the Contract Notice.</p> <p>In procurement procedures below the high monetary threshold, supporting documents presented in a foreign language must be accompanied by a notarized translation in the Albanian language.</p> <p>In procurement procedures above the high monetary threshold, an offer is eligible even if part of its documentation may be in the Albanian language and part in the English language.</p> |
| 7. Documents Comprising the Bid | The bid shall comprise all supporting documents as required by the Contracting Authority / Entity. |
| 8. Bid Forms and Price Schedules | <p>The Economic Operator shall submit the Economic Bid Form in accordance to the form furnished in Section II: All accompanying Forms must be completed without any alterations; no substitutes shall be accepted. All blank spaces shall be filled in with the information requested;</p> <p>For procurement procedures that take place in written form, the original bid must be printed or written in indelible ink. All bid sheets must be linked together and numbered. All bid sheets, except for unchangeable and printed literature must be provided with initials or signed by the Authorized Person (s). Any changes in the bid must be legible and signed by the Authorized Persons.</p> |
| 9. Alternative bids | Unless otherwise indicated in the Contract Document and Tender Documents, alternative proposals or alternative times for completion shall not be considered. |
| 10. Prices | <ol style="list-style-type: none"> 1. Prices offered by the Economic Operator in the Economic Bid Form shall conform to the requirements specified in the Contract Notice and Tender Documents. 2. An Economic Operator shall complete the Economic Bid Form attached to this TD, indicating the goods to be delivered, their quantities and price. 3. All prices shall be quoted in the Currency as per the Contract Notice,, including all applicable taxes, but not VAT. If the prices are quoted in a foreign currency as defined in Contract Notice, they shall be converted into Albanian ALL (ALL) at the exchange rate fixed by the Central Bank of Albania on the day the Contract Notice is sent for publication and shall be maintained at that exchange rate until the expiry of the Bid validity period. 4. The Bidder must indicate in the Bid Form, the total bid prices of all Goods excl. the VAT. VAT value, when applied, is added to the price given and represents the total value of the bid. |

5. In the case of a framework agreement where all conditions are NOT specified, the prices for contracts based on the framework agreement are not fixed; they are subject to change after a Mini - competition between Economic Operators, parties to the framework agreement.

- | | |
|---|---|
| 11. Currencies | The currency(ies) of the bids and the currency(ies) for payment shall be as specified in the Contract Notice.. |
| 12. Establishing the Qualifications of the Economic Operator | To establish its qualifications to perform the Contract, the Economic Operator shall provide the information requested in Section II: Appendixes. |
| 13. Period of Validity of Bids | <ol style="list-style-type: none"> 1. Bids shall be valid for the period specified in the Contract Notice after the Bid submission deadline date prescribed by the Contracting Authority/Entity; a Bid for a shorter period is not valid and will be rejected. 2. The Bid Insurance may be submitted in one of the following forms: <ol style="list-style-type: none"> a) Payment by the bidder, in monetary value, to the account of the Contracting Authority or entity b) Bank guarantee c) Insurance guarantee <p>The above documents must be valid throughout the validity period of the bid.</p> 3. The bid validity period starts from the moment of bid opening. In any case, at least 5 days before the expiration of the time limit for the validity of the bids, the Contracting Authority/ Entity may request the Bidder in writing to extend the validity period, up to a certain date. The Bidder may reject this request in writing without losing the right to a refund of the bid security, if any. The Bidder who agrees to extend the bid validity period shall notify the Contracting Authority/Entity in writing, and shall submit an extended bid security, if any. The offer cannot be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the bid validity period, or does not accept the request in question, or does not present an extended bid security, when requested, then the Contracting Authority/Entity will reject the bid. <p>If the Contracting Authority / Entity has not made a written request to the Economic Operator to extend the period of validity of the bid, according to the provision of the first paragraph of this point, then the Economic Operator cannot be penalized for this, so his bid security will not be forfeited.</p> |
| 14. Format and Signing of Bids | In response to the Contract Notice, any Economic Operator shall submit a bid as per the Standard Forms in this Tender Document the bid shall be signed by the authorized person/s for this purpose. |

D. SUBMISSION AND OPENING OF BIDS

- 15. Submission of Bids**
- 11.1 In online tender procedures the Economic Operators shall upload their bids in the Electronic Procurement System as per the specifications in the respective manuals.
- 11.2 Regarding to procurement procedures, which are developed in a written form, the Economic Operators shall submit only the original bid sealed in one non - transparent envelope, stamped and signed with the name and address of the Bidder and marked: “Bid for Supply of Goods; Notice No _”.
- “DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION COMMISSION, NOT BEFORE -----dd/mm/yyyy, at ----- hrs”.**
- 16. Deadline for Submission of Bids**
- The bid shall be submitted within the deadline set by the Contracting Authority/Entity. If the contracting Authority / Entity extends the deadline for the submission of bids the Economic Operators may submit their bids within the extended deadline.
- The date for bid opening shall be the same as the bid submission deadline. If for objective reasons, caused by situation that was not foreseen by the Contracting Authority/Entity at the time of the commencement of the procedure, it is impossible to respect the deadline for the opening of bids by the Contracting Authority or entity, the reason must be documented and a new date for opening of the tenders shall be set.
- The bidders or their authorized representatives, who have submitted bids, are invited to participate in the opening of bids, if they are interested. Their failure to appear shall not prevent the opening of bids.
- 17. Late bids**
- The Contracting Authority/Entity shall not consider any bid that arrives after the deadline for submission as specified in the Contract Notice. The Electronic Procurement System does not allow for the submission of the bids beyond the deadline for their submission.
- 18. Withdrawal, Substitution, and Modifications**
1. An Economic Operator may withdraw, substitute, or modify its bid at any time before the deadline for acceptance of bids.
 2. Regarding to procurement procedures which are developed in a written form, the bidders may modify or withdraw their bids provided modification or withdrawal is done before the expiry of the final deadline for bids’ submission. Both modifications and withdrawals shall be communicated to the Contracting Authority/Entity in writing, before the final deadline for bids’ submission. The envelope containing statement of Bidders shall be marked: “MODIFICATION OF BID” or “WITHDRAWAL OF BID” accordingly.
 3. No bid may be withdrawn, substituted, or modified after the deadline for submission of bids.
- 19. Opening of Bids**
- The bids shall be opened after the expiry of the deadline set for the acceptance of bids in the Tender Documents

E. EXAMINATION OF BIDS

- 20. Confidentiality**
- The Contracting Authority/ Entity should keep the confidentiality as per the specifications of the Art 16 of PPL
- 21. Clarification**
- The Contracting Authority/Entity may, during the process of examination and

of bids

evaluation of the bids ask, any clarifications by the bidding Economic Operators. Any clarification presented by the Economic Operator which does not respond to a request by the Contracting Authority/Entity shall not be considered. No change in the prices or substance of the bids shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting Authority/Entity in the evaluation of the bids.

22. Bid responsiveness

1. A responsive/valid bid is one that meets the requirements of the Tender Documents without material deviation, reservation, or refusal as defined below:

- (a) **“Deviation”** is a departure from the requirements specified in the Tender Documents;
- (b) **“Reservation”** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Documents; and
- (c) **“Refusal”** is the failure to submit part or all of the information or documentation required in the Tender Documents.

- 1. If a bid is not responsive to the requirements of the Tender Documents, it shall be rejected.

F. EVALUATION of BIDS**23. Qualification of the Economic Operator.**

- 1. For some of the admission criteria required in the tender documents, the Economic Operator must submit the Summary Self-Declaration Form as a preliminary proof in the form of a statement, stating that its Bid is in accordance with the Technical Requirements, conditions and criteria indicated in the Contract Notice and Tender Documents.
- 2. The information provided in the self-declaration form, which is available in a database, where the contracting Authority / Entity can directly access this information and / or document, must be accompanied by the relevant address for this database.

The economic operator may use a self-declaration form that was used in a previous procurement procedure, if the information continues to be true and valid.

- 3. The economic operator shall submit the required documentation for all the criteria for which self-declaration is not permitted.

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 must be proven by the economic operators.

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

20. Award criteria

1. The Contracting Authority shall determine the most economically advantageous bid on the basis of award criteria as prescribed on the Contract Notice and in the TIS of the Tender Documents as follows.

(Option 1) - Most Economically Advantageous Tender based on costs:

In the case when the most economically advantageous offer is identified based on cost, the Contracting Authority or Entity must argue and document each criterion that will be used, as well as the specific weight for each criterion, namely, the number of points for each criteria and the way how points for consecutive bidders shall be calculated.

In any case, when are more than one the criteria, 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:

$$P_o = P_{k1} + P_{k2} + P_{k3} + \dots$$

P_o - are total points of the evaluated bid

$P_{k1}/P_{k2}/P_{k3}/\dots$ - are the points for each evaluated criterion which can be criteria with a downward trend or an upward trend.

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

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

P_{k1} _____ Points of criterion to be evaluated

$V_{\min k1}$ _____ Lowest offered value for the criterion to be evaluated

$P_{\max k1}$ _____ Maximum points given to the evaluated criterion

O_{k1} _____ Bid's indicator for the evaluated criterion

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

$$P_{k1} = O_{k1} \times P_{\max k1} / V_{\max k1}$$

$V_{\max k1}$ _____ The highest value offered for the criterion being evaluated

$P_{\max k1}$ _____ Maximum points awarded to the evaluated criterion

O_{k1} _____ Bid's indicator for the criterion being evaluated.

(Option 2) - Most Economically Advantageous Tender Based On Price:

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

NOTE: 1. Only one of the options will be selected by the Contracting Authority/Entity as the evaluation criteria. The use of both options in the TD makes the procedure null and void.

2. The Contracting Authority / Entity uses as evaluation criteria one of the criteria

defined in the Contract Notice

3. The Contracting Authority/Entity shall award the Contract to the Economic Operator whose bid has resulted to be most economically advantageous.

21. Conversion into a single currency

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

22. Evaluation of Bids and Correction of Arithmetical Errors and Abnormally low tenders

The Contracting Authority/Entity shall verify the submitted bids whether they contain arithmetical errors. If the bids result with arithmetical errors the Contracting Authority/ Entity shall correct these errors as follows:

- (a) If there is a discrepancy between the unit price and the total price, which results from multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be adjusted accordingly. In this case, the amount expressed in words, 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 sub-totals, the sub-total price prevails and the total price is corrected based on it. In this case, the amount expressed in words, which is related to the error, will also be corrected.
- (c) If there is any discrepancy between words and numbers, the amount in words shall prevail. An exception to this rule is the situation when the sum does not match the sum in numbers, while the latter has no arithmetical errors in the calculation of the bid items.

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

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

2. In case when two or less bids are valid, in accordance with article 93 of the PPL, the bid is considered abnormally low when it is reduced more than 25% of the accrued limit fund.

In case when three or more bids are valid, in accordance with article 93 of the PPL, the bid is considered abnormally low if its value will be less than 85% of the average of valid bids.

In procurement procedures below the high monetary threshold, if one or several bids are evaluated as abnormally low, the Bid Evaluation Commission rejects them, disqualifying them from the procedure, without asking the bidder/s for clarification.

In procurement procedures above the high monetary threshold, if one or several bids are evaluated as abnormally low, the Bid Evaluation Commission must seek clarification from the bidders, before making a decision on their qualification or not, in consultation with the bidder and in accordance with Article 93 of the PPL.

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

2.1 The formula to be applied, to consider an abnormally low bid, in the case, when

there are three, or more valid bids is, as follows:

O - Offer

MO – Average of valid Bids

N - Number of valid Bids

PR(Zm) - Possible Rebate

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

$$PR = 85 \% Mo$$

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

3. If an Economic Operator does not accept the correction of arithmetical errors, or if the Bidder fails to provide an excuse to convince the Contracting Authority/Entity, in case of abnormally low tender, its Electronic bid shall be declared non-responsive and rejected.

4. Lottery drawing process

If two or more bids have the same lowest price, then the winner shall be determined by lottery, in the presence of the bidders. The bidders shall be notified on the date and time of the drawing of the lot. The bidders failure to participate during the lot drawing processes does not constitute a ground for disqualification.

D. AWARD OF CONTRACT

23. Notification of Award

1. Within the period of bid validity, the Contracting Authority/Entity shall notify the successful Economic Operator that its Electronic bid has been accepted and awarded;

24. Signing of Contract /Framework Agreement

1. Upon , -confirming the winner/s -, the Contracting Authority shall prepare, sign and invite the successful Economic Operator/s to sign the Contract/framework Agreement.
2. The Contracting Authority/Entity shall require an insurance for the contract performance to the winner. The amount of the insurance coverage for the contract performance shall be 10 % of the contract value. The contract insurance form, shall be submitted before signing the contract.

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

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

DH. COMPLAINTS

25. Complaint Procedure

1. In the event that the Economic Operator which has a legal interest on the scope of the tender and risks to be damaged by the decision -making of the contracting authority may simultaneously submit a complaint to the Contracting Authority/ Entity and Public Procurement Commission with regard to the Tender Documents, qualification, selection or award of the Contract, as per the provisions in the PPL and secondary legislation, in the Electronic Complaints System.
2. In cases of appeals for the decisions of the contracting authority or 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 present their arguments, regarding the latter, simultaneously to the contracting authority or entity and the Public Procurement Commission in the Electronic Complaints System.

The interested economic operators, who have presented their arguments have the right to complain to the Public Procurement Commission against the decision of the contracting authority or entity.

3. The Contracting Authority/Entity may request the Public Procurement Commission to issue interim measures in order not to suspend the procurement procedure.

E. CANCELATION OF THE PROCEDURE**26. Cancellation of the Procedure**

1. The Contracting Authority / entity publishes the decision for cancellation of the procurement procedure, in the same way as the contract notice is published, no later than 5 (five) days from the date of expiration of the deadline for submission of complaints, or awarding the final decision on the appeal.
2. The Contracting Authority/Entity or entity shall cancel the procurement procedure in cases where:
 - a) no relevant request has been submitted in the phased proceedings;
 - b) no suitable bid has been submitted in one-phase procedures;
 - c) finds that the tender documents contain significant errors or deficiencies;
 - d) due to unpredictable and objective circumstances, the needs or solvency of the Contracting Authority or entity have changed;
 - e) the Public Procurement Commission decides the cancellation according to the provisions in PPL.

Also, the head of the authority/ entity decides to suspend the procedure as per the specifications in Article 19 of the PPL and Article 75 of the Decision of CM 285/2021, both amended.

3. When the public procurement procedure is cancelled in accordance with letter "d" of paragraph 2, the Contracting Authority or entity must not announce a new procedure for the same procurement scope and with the same data.
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 deadline of the review/examination of complaints and the decision regarding those.

SECTION II: LIST OF APPENDIXES

Appendix 1 – Economic bid form

Appendix 2: Economic Bid Form, for procurement procedures for 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

Appendix 3 - Price schedule of the items

Appendix 4 - Bid security form

Appendix 5 - List of confidential information

Appendix 6 - Technical specifications form

Appendix 7 - Quantity and delivery schedule form

Appendix 8 - Selection/ qualification criteria form

Appendix 9 - Summary self-declaration form

Appendix 10 - Disqualification notification form

Appendix 11 - Winner Notification Form, after publication of which the complaint deadlines begin

Appendix 12 - Winner Notification Form, at the end of the complaint deadlines

Appendix 13 - Notification Form of Successful Economic Operators in the Framework Agreement, after publication of which complaint deadlines begin

Appendix 14 - Notification Form of Successful Economic Operators in the Framework Agreement, at the end of the complaint deadlines.

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

Appendix 1

(Appendix to be submitted by the economic operator)

ECONOMIC BID FORM⁴

Date: _____

The number of reference of the procurement procedure / Lot: _____

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

The name and NUIS number of the bidder

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents of the procedure with the scope: *[insert object of the Tender procedure published on the EPS]*, including issued clarifications and addenda.
- (b) We **[enter Economic Operator name and unique identification number]**, and/or members of JOE , if applicable), are not exempted from the right to be awarded public contracts and comply with qualification requirements and contract-specific requirements as specified in the Contract Notice *[insert the object of the Tender procedure /Lot]*.
- (c) We offer to supply the Contracting Authority/Entity: *[enter Contracting Authority/Entity name]*, in conformity with the Tender Documents (see below), the Goods for *[insert the CPV of the relevant procedure /lot from the Contract Notice published on the EPS]* in accordance with the Technical Offer at the prices entered in the Price Schedule of the items and in accordance with the Terms and Conditions of Contract of Tender Documents.
- (d) Our bid is in accordance with the following documents:
 - 1. Instructions for Economic Operators;
 - 2. Contract Notice;
 - 3. Selection Criteria;
 - 4. Technical Specifications, Delivery Schedule and Required Quantity;
 - 5. General Conditions of Contract
 - 6. Special Contract Conditions;
 - 7. Price Schedules of the items
- (e) The total price of our Bid, **exclusive of VAT**, is: ----- *[the Economic Operator shall enter figures and words];*

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

- (f) The total price of our Bid, **VAT inclusive**, is: ----- **[Economic Operator indicates it in figures and words];**

Name of the bidder representative:	
Signature	
Stamp	
Date _____	

Appendix 2.

[In the case of procurement procedures for the supply of fuel, diesel, benzene and heating fuel, when the evaluation criteria of most economically advantageous tender based on the lowest price is applied, only this form shall be completed and submitted by the Economic Operator]

ECONOMIC BID FORM⁵

Date: _____

The number of reference of the procurement procedure / Lot: _____

For **(the Economic Operator indicates the name of the Contracting Authority/ Entity)**

The name and NUIS number of the Bidder

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

We, the undersigned, declare that:

- (g) We have examined and have no reservations to the Tender Documents of the procedure with the scope: *[insert object of the Tender procedure published on the EPS]*, including issued clarifications and addenda.
- (h) We **[enter Economic Operator name and NUIS]**, and/or members of JOE, if applicable), are not exempted from the right to be awarded public contracts and comply with qualification requirements and contract-specific requirements as specified in the Contract Notice *[insert the object of the tender procedure /Lot]*.
- (i) We offer to supply the Contracting Authority/ Entity: *[enter Contracting Authority/ Entity name]*, in conformity with the Tender Documents (see below), the Goods for *[insert the CPV of the relevant procedure /lot from the Contract Notice published on the EPS]* in accordance with the Technical Offer at the prices entered in the Price Schedule of the items and in accordance with the Terms and Conditions of Contract which appear in the Tender Documents.
- (j) Our Bid is in accordance with the following documents:
 - 1. Instructions for Economic Operators;
 - 2. Contract Notice;
 - 3. Selection Criteria;
 - 4. Technical Specifications, Delivery Schedule and Required Quantity;
 - 5. General Contract Conditions

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

6. Special Contract Conditions;

(k) Our profit rate expressed in absolute value is as follows:

No	Description of goods	Profit rate in absolute value

Name of the Bidder representative:	
Signature	
Stamp	
Date _____	

Attention: Based on the provisions of Article 45/2.1 of CoM Decision No. 285/2021 "On the adoption of public procurement rules", as amended, when "the most economically advantageous offer based on the lowest price" is used as the 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 remain unchanged throughout the duration of the contract;

Appendix 3.*(Appendix to be submitted by the economic operator)***PRICE SCHEDULE OF THE ITEMS****Date:** _____**Reference Number of the procurement procedure/ Lot:** _____**Name and Unique Identification Number of the Economic Operator/s (in case of JV):**
_____**Currency:** _____

In case of discrepancy between unit price and total, these will be adjusted in accordance with the Instructions to Economic Operators.

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

All items in this Form must be entered and indicate the offered price in the appropriate Price Schedule for the items. Items not priced will be considered as unoffered items and shall lead to the rejection of the bid..

Price schedule

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Item	Description of the Goods	Quantity	Unit Price	Total price per item (3x4X)	
1.					
2.					
3.					
4					
	Total Price (Goods)				
Net price excluding VAT					
VAT (%)					
Total price including VAT :					
Name of the bidder representative					
Signature					
Stamp					
Dated on:					

Appendix 4.

*[Appendix to be submitted by the economic operator]
[Letterhead of the Bank / Insurance Company]*

BID SECURITY FORM

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

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

* * *

Procurement procedure *[type of procedure]*

Short description of the contract: *[object]*

Publication (if applicable): Public Notice Bulletin *[Date]* *[Number]*/Reference No. in the PPA page

* * *

Referring to the aforementioned procedure,

We certify that *[name of the secured bidder]* has made a deposit near the *[name and address of the bank]* has been guaranteed at *[name and address of the insurance company]* at the amount of *[currency and amount both in letters and numbers]* as a condition to secure the bid submitted by the aforementioned economic operator.

We undertake to transfer to the account of *[name of the Contracting Authority/ Entity]* the secured amount, within 15 (fifteen) days from your first simple and written request, without asking for explanations, on condition that the request mentions the non-fulfilment of one of the following conditions:

- The bidder has withdrawn or changed the bid, after the deadline for submission of bids or before the deadline, if so specified in the tender documents;
- The bidder has refused to sign the procurement contract when the contracting Authority/ Entity so requests;
- The bidder did not submit the contract security, where the bid was declared the winner or did not meet any other conditions before signing the contract specified in the tender documents.

This security shall be valid for the period specified in *[the contract notice]*.

[Representative of the bank / insurance company]

Appendix 5

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

LIST OF CONFIDENTIAL INFORMATION

(Write down the information you wish to remain confidential)

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

ATTENTION

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

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

Bidder Representative

Signature

Seal

Appendix 6.

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

TECHNICAL SPECIFICATIONS FORM**Description of the Technical Specifications of Goods Subject to Procurement**

The description of the technical specifications of the goods to be procured must be as accurate and comprehensive as possible, creating conditions for fair and open competition among all candidates and bidders. Technical specifications, except in fully justified cases, must be drafted in a manner that considers accessibility criteria for persons with disabilities or universal design for all users, as required by the applicable law.

NOTE: In the Technical Specifications, no specific brand, origin, or manufacturing process characterizing the products or services offered by a specific Economic Operator or any trademark, patent, type, or specific origin or production should be described to favor or exclude certain enterprises or products. Such references are allowed only in exceptional cases when there is no adequate, precise, or understandable way to describe the subject of the Contract. Such references must be accompanied by the words "or equivalent."

When drafting the technical specifications, contracting authorities/entities must take into account the obligations defined in the relevant legislation in the following areas:

- a) **Minimum energy performance requirements**, as defined by the applicable legislation on energy efficiency and energy performance in buildings, energy consumption, and other resource impacts of energy-related products, including provisions for the use of labels for energy-related products;
- b) **Technical specifications for certain products**, as defined in legal and sub-legal acts in the field, aimed at improving energy performance and reducing environmental impact;
- c) **Any other requirements arising** from environmental, energy, social, and labor legislation.

Sketches, Technical Parameters, etc.: Attached to the Technical Specifications (DST).

Material Specifications: Attached to the Technical Specifications (DST).

Description of Service Implementation Requirements Related to Them:

Appendix 7

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

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

The quantity of goods required:

No.	Description	Unit	Q.ty	Price	Amount
1.	Fire truck with 5000 liters.	pcs	1		
2.	Fire truck with 3000 liters.	pcs	1		
TOTAL AMOUNT without VAT					
TOTAL AMOUNT with VAT					

Delivery deadlines:

3 months from the signing of the contract.

Appendix 8

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

SELECTION/ QUALIFICATION CRITERIA FORM**1. GENERAL SELECTION /QUALIFICATION CRITERIA****THE BIDDER SHALL DECLARE THAT:**

- a) It is registered at the Commercial Register as per the legislation of the country where it operates or as per the specific legislating in case of a non-profit organization, has its activity the object of the procurement and has an active status:
- b) is not under a process of bankruptcy (active status)
- c) is not convicted of any criminal offences, in accordance with Article 76/1 of the PPL
- ç) the person (s) acting as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling powers within the Economic Operator, is not convicted or has not been convicted by a final court decision for any criminal offenses, defined in article 76/1 of the PPL.
- d) has not been declared guilty of serious professional misconduct, as long as it is not prescribed, according to the legislation in force.
- dh) has no outstanding payments of taxes and social security contributions, or it is in one of the conditions foreseen in Article 76/2 of the PPL.
- e) has paid the electricity, and meets the requirements arising from the legislation in force. This information is required for Economic Operators, which operate in the territory of the Republic of Albania.
- f) is not in conditions of conflict of interest, according to the legislation in force;
- g) exercises the activity in accordance with respective environment, social and labour legislation;
- gj) has submitted an independent bid, according to the requirements of the legislation in force;
- h) carries out the activity in accordance with the requirements of the legislation in force.
- i) does not have in the quality of member of the administration, management, or supervisory body, shareholder or partner or with representative, decision-making, or controlling powers, in it persons who are /have been in this quality in an economic operator which has been excluded from the right to benefit public contracts, by decision of the Public Procurement Agency, during the time 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) has fulfilled the obligations from the legislation in force for reference salaries for workforce categories for the contracted employees. This information is required for Economic Operators, registered in the Albanian commercial register.

These criteria should be fulfilled with the submission of the Summary Self-Declaration Form of the economic operator on the day of the opening of the Bid, according to Appendix 9.

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

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

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

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

If the bid is submitted by a joining of Economic Operators, the following shall be submitted:

- Cooperation Agreement between the Economic Operators, which defines the representative, the percentage of participation in the joining, and elements undertaken to be realized by each of the members is defined
- If an economic operator wishes to rely on the capacities of other entities, it shall prove to the contracting authority / entity that it will have available the necessary resources, by submitting a written commitment of these entities for that purpose.

I. SPECIAL QUALIFICATION CRITERIA

1. The candidate /bidder should submit:

a. *Summary Self – Declaration form, as per Appendix 9 _____*

b. *Bid Security Form, as per Annex 4 _____;*

2. The candidate /bidder shall submit:

2.1. Suitability to perform the professional activity (if applicable):

2.1.1 The economic operator must have paid **local taxes and fees for the year 2024** (due installments) for each place of activity (according to the National Registration Center, QKB), in accordance with the payment deadlines set by each local government unit. (In the case of a consortium of economic operators, each member of the group must submit proof of local tax and fee payments).

This criterion will be fulfilled by the economic operator through the Summary Self-Declaration Form. The supporting documentation, proving the payment of local taxes and fees, will be submitted by the first qualified bidder before the publication of the winner's notice and the start of the appeal period.

2.2. Economic and financial capacity:

The bidder must submit:

2.2.1 The economic operator must submit copies of the annual turnover declarations issued by the tax administration for the last three years, where the turnover value for at least one of the years within the requested period **must not be less than the value of the lot limit fund** being procured.

2.2.2 Economic operators must submit annual financial statements for the years **2022, 2023, and 2024**, accompanied by the Expert Report of an Authorized Accountant, in cases where they meet the conditions as specified in accordance with Law No. 10091, dated 05.03.2009 "On Legal Auditing, the Organization of the Profession of Registered Accountant Experts, and Approved Accountants," as amended, Chapter V, Article 41, paragraph c. This requirement is considered fulfilled if, in two consecutive financial statements, there is no negative balance between assets and liabilities.

2.3 Technical and professional capacities:

2.3.1. In order to prove the previous experience, the economic operator must submit proof of the successful execution of one or several contracts for previous, similar services, in a value not less than **40%** of the estimated value of the lot which is procured and which has been realized during the last three years, from the date of the publication of the contract notice.

This will be proven with the following documents:

- a) In the case of previous experience with the public sector**, the economic operator must submit the contract or contracts related to a public entity accompanied by certifications for the successful completion of the contract, where the value and deadline for the completion of the contract and sales tax invoices are marked, where the dates, amounts, quantities of the supplied goods are correctly marked. When the tax invoices do not include all service items, they must be accompanied by the situations where the dates, amounts and services performed are noted;

or

- b) In case the previous experience was realized with the private sector**, only sales tax invoices, completed according to the requirements of the legislation in force, will be accepted as evidence and declared to the tax authorities, where the dates are correct, amounts and quantities of goods supplied.

This criterion will be fulfilled through the Summary Self-Declaration Form. The supporting documentation that the Economic Operator possesses for the above-mentioned employee will be submitted by the first ranked qualified bidder, before the announcement of the winning notice and the commencement of the appeal deadlines.

2.3.2 The economic operator must possess and submit a valid certificate:

- **EN-ISO 9001:2015 “Quality Management System” or an equivalent, valid certificate related to the subject of the procurement.**

The above-mentioned certificate must be issued by a conformity assessment body accredited by the national accreditation body or by international accreditation bodies recognized by the Republic of Albania.

The purpose of the company’s certification must correspond to the field of the procurement object.

In the case of a consortium of economic operators, each operator must submit ISO certificates corresponding to the items of works/goods/services they undertake to perform, as per the preliminary agreement.

All documents must be originals or notarized copies. Cases of non-presentation of a document, or false and incorrect documents, are considered conditions for disqualification.

Appendix 9*(Appendix to be submitted by the Economic Operator)***SUMMARY SELF-DECLARATION FORM**

I, the undersigned _____ in the quality of _____ the Economic Operator
 _____ declare in my full responsibility that:

PART I: A. INFORMATION CONCERNING THE ECONOMIC OPERATOR

Identification	Answer
Name of Economic Operator: (Please list all Economic Operators if you are a JOE Please indicate the role of the Economic Operator in JOE)	
NIPT (NUIS)-number/s:	
Postal address: Town/City; Postcode	
Representant (name):	
Telephone:	
Email:	

B: DECLARATION

Concerning the sub-contractors and entities on which capacities, the Economic Operator will rely on (if applicable)

In the quality of Economic Operator, I hereby declare under my full responsibility that:			
<ul style="list-style-type: none"> Information on the sub-contractor 			
Name of the proposed sub-contractor	NUIS	Sub-contracting percentage	Goods/ related services to be sub-contracted

• **Information on entities on which capacities, the Economic Operator will rely on**

Name (s) of entity (ies)	NUIS	Type of capacity on which the Economic Operator will rely on	Provide concrete details of the capacity (ies)

Part II: Exclusion grounds

A: DECLARATION ON GENERAL QUALIFICATION CRITERIA FULFILMENT

Declaration
<p>The Economic Operator is registered in the Commercial Registry as per the legislation of the country where it operates or as per the special legislation in case on non-profit organization, has its scope of activity the object of the procurement and has active status.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The Economic Operator has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or has been sentenced and a 5 year period has passed from the date of execution of the sentence, if no other period has been defined by the court as per the provisions of Article 76 of the PPL.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The person / persons in the capacity of a member of the administrative body, director or supervisor, as a shareholder or as a partner, has either a representative, decision-making or controlling power within the Economic Operator, as follows:</p> <p>_____</p> <p>_____</p> <p>etc.</p> <p>has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or has been sentenced and a 5-year period has passed from the date of execution of the sentence, if no other period has been defined by the court as per the provisions of Article 76 of the PPL, etc.</p> <p><i>Clarifications if deemed necessary</i> _____</p>

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 process of bankruptcy (active status).

Clarifications if deemed necessary _____

The Economic Operator has paid all due electricity obligations, for all addresses where it operates, under the relevant legislation in force.

This information is required for Economic Operators, which operate in the territory of the Republic of Albania;

Clarifications if deemed necessary _____

The Economic Operator has paid all taxes and social security contributions, according to the legislation in force or is in one of the situations foreseen in Article 76/2 of the PPL.

Clarifications if deemed necessary _____

The Economic Operator has not shown significant or continuous deficiencies in the fulfillment of 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 has fulfilled the obligations from the legislation in force for reference salaries for workforce categories for the contracted employees.

Clarifications if deemed necessary _____

The Economic Operator is not listed on the list of banned Economic Operators to be awarded public procurement contracts in accordance to Article 78 of PPL.

The Economic Operator does not have in the quality of the member of its Management or Supervisory Body or shareholder or partner or with representative, decision –making or controlling powers in it, person who are have been in this quality in one Economic Operator which is exempted from the right to benefit public contracts by decision of the Public Procurement Agency, during the time this decision is in force.

Clarifications if deemed necessary _____

The Economic Operator exercises its activity in implementation of legal requirements in force.

Clarifications if deemed necessary _____

B: DECLARATION

On the submission of Independent Bids

As a representative of the economic operator, **I declare that:**

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

I prepared the offer independently, without any agreement or agreeing with any other competitor⁶.

In particular, without prejudice as above, there has been no contract or agreement with any competitor with the aim of harming competition, in regards to:

- a) prices;
- b) methods, factors or formulas used to calculate the price;
- c) purpose or decision to submit a Bid or not; or,
- d) submission of a Bid that does not meet the specifications of the Bid Request.

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

Bid conditions 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 winner notice and the contract signing, only if otherwise required by law.

C: DECLARATION

On the Conflict of Interest

Declaration
<p>In the capacity of the Economic Operator, we declare that we are aware of the following:</p> <p>Conflict of interest is a situation of conflict between public duty and the private interest of an official, in which he/she has direct or indirect private interests affecting, or that can affect or that appear to affect the unjust performance of public tasks and duties.</p>
<p>Pursuant to Article 21, paragraph 1, Law No. 9367, dated 07.04.2005, the categories of officials as provided under Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from signing contracts between a party and the public institution are:</p> <ul style="list-style-type: none"> - President of Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of High Court, the Head of Supreme State Audit, General Prosecutor, Judges and Prosecutors at the level of the First Instance Court and Court of Appeals, the Ombudsman, Members of the Central Election Commission, Members of the High Council of Justice, General Inspector of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of Regulatory

⁶ For the purpose of this declaration and the submitted bid, the word "competitor" means any other Economic Operator, other than the Bidder, whether presented as a Joint of Economic Operators or not, that: a) submit a Bid in response to the Contract Notice and / or Invitation to Bid made by the Contracting Authority/Entity; b) is a potential Bidder who, based on its qualifications, abilities or experiences, may submit a Bid in response to the Contract Notice and / or Invitation to Bid.

Entities (Bank of Albania Supervision Council, including the Governor and Deputy Governor; competition; telecommunication; electricity; water supply; insurance; bonds; media authorities), General Secretaries of Central Institutions as well as every public official in any public institution whose position is equivalent to that of the General Director, heads of public administration bodies that are not part of civil service.

- For middle-rank civil servants, under Article 31, and officials under Article 32 of Chapter III, Section 2 of this Law, the prohibition in paragraph 1 of this article, on the grounds of private interests of the official, as stipulated herein, shall be applied only in case of concluding contracts within the institution's scope and territory and the institution's jurisdiction, where the official works. This prohibition shall be applicable also when party to the contract is a subordinate institution.
- When the official is a mayor or deputy mayor of a municipality or commune, or the chairman of a regional council, member of the respective council, or a high management official of a local government unit, the prohibition due to private interests of the official, specified herein, shall be applicable only in the case of entering into contracts, if any, with the municipality, commune or region where the official exercises such duty. This prohibition shall be applicable also when party to the contract is a subordinate public institution of this unit (Article 21, paragraph 2, Law No.9367, dated 07.04.2005).

The prohibitions provided for under Article 21, paragraphs 1, 2 of Law No. 9367, dated 07.04.2005, with the respective exemptions, shall be applicable to the same extent also to the persons related with the official, i.e. **spouse, cohabitant, adult children and parents of the official and of the spouse and cohabitant.**

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 07.04.2005 "On the Prevention of Conflicts of Interest in the Exercise of Public Functions", as amended, and secondary legislation adopted pursuant thereto by the High Inspectorate of Declaration and Audit of Assets, as well as Law No. 162/2020, dated 23.12.2020 "On Public Procurement".

In compliance thereof, I declare herein that no public official, as defined in Chapter III, Section II of Law No. 9367, dated 07.04.2005, and in this declaration, has any private interests, directly or indirectly, with the legal person I represent herein.

D: DECLARATION

On the implementation of the legal provisions on labour relations

Declaration

In the capacity of the Economic Operator, hereby declare under my sole responsibility that:

- The Economic Operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination provided for by the applicable labour legislation in force.
- The Economic Operator _____ has the relevant employment contracts with its employees and guarantees safety and health measures for all and, in particular, for vulnerable groups, based on applicable labour legislation in force.
- The Economic Operator _____ does not have any effective legal measures imposed on by the State Labour and Social Services Inspectorate (SLSSI). In cases where legal violations have been identified, the Economic Operator has taken the necessary measures to address them within the deadlines set by SLSSI.

Clarifications if deemed necessary _____

Part III: Selection / Qualification Criteria**A: DECLARATION****“On the compliance with technical specifications and delivery schedule of the contract scope”**

Declaration	Answer
In the capacity of the Economic Operator, we declare that meet all technical specifications, as instructed in the Tender Documents, and we prove this through certificates and documents submitted with this declaration (if required by the Contracting Authority/Entity), and we undertake to realize the scope in accordance with the goods schedule and delivery schedule determined by the Contracting Authority/Entity.	Yes [] No []

B: DECLARATION**“On disposal of necessary workforce and machinery (if required)”**

Declaration	Answer
<p>In the capacity of the Economic Operator, hereby declare under my responsibility that:</p> <p>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 certify this with the relevant documentation, which I will submit in original or notarized copy if I win, or if I am required clarifications from the Contracting Authority / Entity.</p>	<p>Employees</p> <p>Yes [] No []</p> <p>If yes, the number of employees:</p> <p>_____</p> <p>The profile of the employees</p> <p>_____</p> <p>Machinery and Equipment</p> <p>Yes [] No []</p> <p>If yes, list them with the specific data:</p> <p>_____</p>

Name, Last name, _____**Signature** _____**Seal** _____**Date of declaration submission** _____

Please make sure that:

- **Each participant listed in a Joint of Economic Operators submits a separate Self-declaration Form**
- **In case the bidding Economic Operator will rely on the capacities of other entities, a separate Self-Declaration form shall be submitted by the supporting entity too.**
- **Any untrue/incorrect Self-Declaration by Economic Operators is not only cause for disqualification from the concrete procedure, but also a cause 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 the procurement procedures must self-declare in any case the correct information that corresponds to their real situation.**

In Any case, the Contracting Authority/ Entity shall be entitled to perform the necessary verifications on the truthfulness of the information stated by the Economic Operator as per the above.

- **In single-stage procurement procedures, prior to the publication of the preliminary award notice and commencement of deadlines for complaint, the Contracting Authority/Entity asks the first qualified Bidder to supply proof documents regarding the Self-Declarations in the summary Self-Declarations form, as well as the documents submitted as part of the electronic bid.**
- **In phased procurement procedures, this documentation is required to all qualified candidates in the first phase, before the complaint deadlines start.**
- **The first qualified Bidder, before the publication of the winner notice and the start of the complaint deadlines, for the bid documents uploaded in the Electronic Procurement System, must submit the proof documents, which must be in original or in certified copies.**
- **Whereas, the documents, which will be presented to prove the self-declarations submitted, must be submitted in original or certified copies as equivalent to the original and prove the real situation of the bidder at the bidding time.**

If the information provided in the Self-Declaration form, is available in a database and the Contracting Authority/Entity can directly access this information and/or document, the economic operator must indicate the corresponding address for this database.

Appendix 10**DISQUALIFICATION NOTIFICATION FORM⁷**

[Location and date]

[Name and address of Contracting Authority/Entity]

[Address of bidder]

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

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

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

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

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

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

Faithfully yours,

Head of the Contracting Authority/ Entity

⁷*This notice shall be used in the case of written tender procedures.*

Appendix 11

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

**AWARD NOTICE FORM AFTER PUBLICATION OF WHICH COMPLAINT DEADLINE
STARTS**

[Date]

To:

Economic Operator (EO) ☐ **or**

[Name and address of the Economic Operator]

Joint Venture of the Economic Operator (JEO) ☐

[Name, NUIS no., % of collaboration and address of members of JEO]

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

EO / JEO with relying entities/EO:

YES ☐ **NO** ☐

If yes, provide the data: _____

[Name, NUIS and address]

Contract Type: _____

Type of Procurement Procedure: _____

Number of procedure/Lot reference: Short description of the contract: *[Scope, quantities and duration of contract]*

Date of Publication of the Contract Notice in SPE: _____

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

Award criteria:

the most economically advantageous tender based on costs ☐

the most economically advantageous tender based on price ☐

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

1. _____

Company's full name *NUIS number* *Value (expressed in numbers and words)*

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name *NUIS number* *Value (expressed in numbers and words)*
 Etc. _____

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

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

1. _____

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

- EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

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

- EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

* * *

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

With the publication of this notice, the deadlines for appeal according to the provisions of Article 110 of Law no. 162/2020, dated 23.12.2020, "On Public Procurement", amended shall commence.

Appendix 12

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

AWARD NOTICE FORM AT THE END OF THE COMPLAINT DEADLINE

[Date]

To:**Economic Operator (EO)** ☐ **or***[Name and address of the Economic Operator]***Joint Venture of the Economic Operator (JEO)** ☐*[Name, NUIS no., % of collaboration and address of members of JEO]***EO / JEO with subcontractor****YES** ☐ **NO** ☐*If yes, provide the data* _____*(Names of subcontractors, NUIS NO, % of subcontracting)***EO / JEO with relying entities/EO:****YES** ☐ **NO** ☐*If yes, provide the data:* _____*[Name, NUIS and address]*

Contract Type: _____

Type of Procurement Procedure: _____

Procedure number / Lot reference: Short description of the contract: *[scope, quantities, and duration of the contract]*

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

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

Award criteria:

⁸ In the case of written form procurement procedures, only the date of publication of these notices in Bulletin is filled in.

the most economically advantageous tender based on costs ☐

the most economically advantageous tender based on price ☐

We are hereby informing that in this procedure/Lot the following Bidders have participated with the respective values offered:

1. _____

Company's full name
words)

NUIS number

Value (expressed in numbers and

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name
words)

NUIS number

Value (expressed in numbers and

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

Etc. _____

The following Bidders have been disqualified:

1. _____

Company's full name

NUIS number

Reasons

- EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name

NUIS number

Reasons

- EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

Referring to the above procedure, we hereby inform [the name and address of the awarded Bidder] that the Bid submitted with a total amount of [the respective amount expressed in words and numbers] the total score received [] has been identified as the winning Bid.

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

In case you fail to submit the Performance Security within the deadline provided in the tender documents, or, you are withdrawn from the contract signature, your Bid Security shall be forfeited and the contract shall be awarded to the next Bidder in the final ranking, which Bid have been submitted with a total value of {respective amount expressed in words and numbers] as foreseen in Article 83 of the Law no. 162/2020 “On Public Procurement”, amended.

Complaints after the award/ Cancellation notice from which the complaint deadlines start

YES ☐ NO ☐

If YES (no. date of the final decision for complaint/s review by Public Procurement Commission)

[Head of the Contracting Authority / Entity]

Appendix 13

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

NOTICE FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT, AFTER PUBLICATION OF WHICH COMPLAINT DEADLINES STARTS

[Date]

To:

Economic Operator (EO) ☐ **or**

[Name and address of the Economic Operator]

Joint Venture of the Economic Operator (JEO) ☐

[Name, NUIS no., % of coloboration and address of members of JEO]

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS no, % of subcontracting)

EO / JEO with relying entities/ EO:

YES ☐ **NO** ☐

If yes, provide the data: _____

[Name, NUIS and address]

* * *

Contract Type: _____

Type of Procurement Procedure: _____

Number of the procedure / reference of the Lot:

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

Date of Publication of the Contract Notice in SPE: _____

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

AWARD CRITERIA:

the most economically advantageous tender based on costs ☐

the most economically advantageous tender based on price ☐

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

1. _____

Company's full name

NUIS number

Offered value/ total of unit prices and expected value of the contracts

(expressed in numbers and words)

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name

NUIS number

Offered value/ total of unit prices and expected value of the contracts

(expressed in numbers and words)

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

Etc. _____

The following Bidders have been disqualified:

1. _____

Company's full name

NUIS number

reasons

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name

NUIS number

reasons

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

Referring to the abovementioned procedure we hereby inform that the following Economic Operators were identified as the successful Bidder:

1. _____

Company's full name

NUIS number

Value/ total of unit prices and expected value of the contracts _____

(expressed in numbers and words)

Total of scores received _____

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name

NUIS number

Value/ total of unit prices and expected value of the contracts _____

(expressed in numbers and words)

Total of scores received _____

EO / JEO with subcontractor

YES ☐

NO ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

Total of scores received _____

Etc. _____

With the publication of this notice the complaint time limits as per the provisions of Article 110 of Law no. 162/2020 dated 23.12.2020 "On Public Procurement", amended, shall commence.

Appendix 14

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

**NOTICE FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK
AGREEMENT AT THE END OF THE COMPLAINT DEADLINE**

[Date]

To:

Economic Operator (EO) ☐ **or**

[Name and address of the Economic Operator]

Joint Venture of the Economic Operator (JEO) ☐

[Name, NUIS no., % of coloboration and address of members of JEO]

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

EO / JEO with relying entities/ EO:

YES ☐ **NO** ☐

If yes, provide the data: _____

[Name, NUIS and address]

Contract Type: _____

Type of Procurement Procedure: _____

Number of procedure / Reference of the Lot Short description of the contract: [quantities, scope, duration of the contract, etc] _____

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

⁹Date of Publication in the Bulletin of Public Notices, of the Winner's Notice from which the complaint deadlines start/Cancellation Notice from which the complaint deadlines start.

AWARD CRITERIA:

the most economically advantageous tender based on costs ☐

⁹ In the case of written form procurement procedures, only the date of publication of these notices in Bulletin is filled in.

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

Referring to the abovementioned procedure we hereby inform that the following Economic Operators were identified as successful:

1. _____

Company's full name *NUIS number*
 Value/ total of unit prices and expected value of the contracts

 (expressed in numbers and words)

Total of scores received _____

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

2. _____

Company's full name *NUIS number*
 Value/ total of unit prices and expected value of the contracts

 (expressed in numbers and words)

Total of scores received _____

EO / JEO with subcontractor

YES ☐ **NO** ☐

If yes, provide the data

(Names of subcontractors, NUIS NO, % of subcontracting)

Etc. _____

As a result, you are expected to be present at the premises of [name and address of the Contracting Authority / Entity] within _____ days from the day of receiving this notification to sign the agreement.

Complaints after the award / Cancellation notice from which the complaint deadlines start

YES ☐ NO ☐

If YES (no. date of the final decision for the complaint/s review by Public Procurement Commission) _____

[Head of the Contracting Authority / Entity]

Appendix 15

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

NOTICE FORM OF CANCELLATION OF THE PROCUREMENT PROCEDURE, AFTER PUBLICATION OF WHICH COMPLAINT DEADLINE STARTS**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 relevant request has been submitted;*
☐ *in single-stage procedures no relevant offer was submitted;*
☐ *finds that the tender documents contain errors or significant inadequacy*
☐ *due to unforeseeable and objective circumstances, the needs or solvency of the contracting authority / entity have changed;*
☐ *when the Public Procurement Commission decides the cancellation according to the provisions in the PPL;*
☐ *when the Head of the contracting authority decides the cancellation according to the provisions in article 19/4 of the PPL.*

7. Additional Information

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

Section III Contract Terms and Conditions (CTC)

This Section contains:

Appendix 16: General Contract Conditions

Appendix 17: Special Contract Conditions

Appendix 18: Performance Security Form

Appendix 19: Draft framework agreement with all conditions defined

Appendix 20: Draft framework agreement without all conditions defined

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

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

Article 1 General provisions**1.1 Definitions**

In the Conditions of Contract (“these Conditions”), which include the Special Conditions and these General Conditions, the following words and expressions shall have the following meanings:.

1.1.1 The Contract

1.1.1.1 “Contract” means the paid contract entered into in writing between one or more economic operators and one or more contracting authorities / entities, having as a scope the performance of the works, supply of goods and services in line with the PPL.

1.1.1.2 “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

1.1.1.3 “Contract Price” means the price which is paid to the Supplier as specified in the Contract.

1.1.1.5 “Completion” means the fulfilment of the Related obligations by the Supplier in accordance with the terms and conditions set forth in the Contract.

“Termination of the Contract” means the non-continuation of the contract execution as per the specifications in Article 25.

1.1.1.6 “Technical Specification” means characteristics of goods subject of the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.

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) the Purchaser in accordance with the Contract.

1.1.1. 8 “Catalogue” means a “book” containing the list of products / goods including descriptions of qualities / specifications and how to use them.

1.1.1.9 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Tender, as included in the Contract. Such document(s) may include the Price Schedules, data, lists, and schedules of rates and/or prices.

1.1.1.10 “Tender” means the Economic Bid and all other documents which the Supplier has submitted with the Economic Bid, 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 Parties to the contract

1.1.2.1 “Party” means the contract signatories in the quality of the Purchaser or the Supplier, as the context requires.

1.1.2.2 “Purchaser” means the Contracting Authority / Entity which is the beneficiary of the goods subject to the contract.

1.1.2.3 “Supplier” means the Economic Operator(s) which supplies the goods subject to the contract.

1.1.2.4 “Subcontractor” means any subject assigned as subcontractor for providing a part of the goods or related services.

1.1.3 Dates, Tests, Periods and Completion

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 Specification for the purpose of acceptance of the goods

1.1.3.2 “day” means a calendar day.

1.1.4 Goods

1.1.4.1 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

1.1.4.2 “Related Services” means the services incidental related to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and any other service of this nature under the Contract.

1.1.5 Other Definitions

1.1.6.1 “The address of the purchaser” is the address specified in the SCC.

1.1.5.2 “Force Majeure” is defined in article 22, Force Majeure.

1.1.5.3 “Contract Security” is as per the specifications of Article 10, “Contract Security”

1.1.5.5 “Place of delivery of the goods,” means the place named in the SCC.

1.1.5.5 “Unforeseeable” or “Unforeseen” means an event which is objectively impossible to be foreseen in the moment of the Contract Notice in the EPS.

1.1.5.6 “Contract modification” is as per the specifications in Article 23.

1.1.5.7 Public procurement legislation means the PPL, the public procurement rules and its implementing regulations, as specified in in the SCC.

1.1.5.8 “Prohibited Practices” has the meaning as defined in the PPL.

1.2 Interpretation

1.2.1 Interpretation of the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;

(d) “written” or “in writing” means hand-written, type-written, printed or electronically made;

1.2.2 Incoterms

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

(b) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

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

1.2.3 Modification

No modification of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto. Parties may not make modifications of any element of the contract which would bring substantial changes to the conditions on which basis the Supplier has been selected.

1.2.4 Waiver

Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.5 Severability

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

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC;

And

(b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the SCC. However:

(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

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

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

1.4 Law and Language

The Contract shall be governed and interpreted according to the Albanian legislation in force.

The language of the Contract shall be that stated in the SCC.

The language for communications shall be that stated in the SCC. If no language is stated there, the language for communications shall be the language of the Contract.

Supporting documents and printed literature that are part of the Contract may be in another

language provided they are accompanied by a legal translation of the relevant passages, , and for the purposes of interpretation of the Contract, this translation shall govern.

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

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.

1.6 Contract drafting

1.6.1 The announcement of the winning bid at the end of the appeal deadlines will serve for the drafting of the contract between the parties, which must be signed within the deadline provided in the Tender Documents.

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

1.7 Copyright

1.7.1 Unless otherwise provided for in the contract, the copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Purchaser, also, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials.

1.8 Confidential Details

The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the Contract data confidentially, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the prior agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information required to establish his qualifications to compete for other procedures.

Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract. In such a case, the Supplier shall include in his contract with the Subcontractor(s) a provision which provides for the keeping of confidentiality as foreseen addressed to the supplier according to this article.

1.9 Compliance with Laws

The Supplier shall, in performing the Contract, comply with applicable Laws.

Unless otherwise stated in the Special Conditions:

- (a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the purchaser's country which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
- (b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in purchaser's

country which such authorities or undertakings require the Supplier to obtain in its name and which 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 imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under paragraph 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to Article 7.1.

1.10 Joint and Several Liability

If the Supplier is a joining of the economic operators, all such Economic Operators shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract.

1.11 Inspections and Audit by the Purchaser

The Supplier shall respond to questions and supply the Purchaser with any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Purchaser's monitoring and evaluation of the Contract and to enable the Purchaser to examine and address any contract-related issue.

The Supplier shall maintain all records related to the Contract execution in accordance with applicable law.

Article 2 Prohibited Practices

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

2.2 If the Buyer finds that the award of the contract was made in terms of conflict of interest and this fact could not have been previously identified, it asks the Public Procurement Commission to declare the contract absolutely invalid

If the Buyer during the implementation of the contract has information about corrupt practices informs the competent authorities.

Article 3 Notices

3.1 Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the SCC.

3.2 A notice shall be effective upon delivery

Article 4 Object of the Supply

4.1 The goods and related services to be supplied shall be in accordance with the specifications and conditions defined in the Tender Documents.

4.2 The terms of the contract shall not differ from those described in the tender documents and the winning bid, unless the Supplier, for objective reasons and independent of him at the bidding time offers, at the same price, better terms than the tendered ones.

Article 5 Delivery

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

Article 6 Supplier's Responsibilities

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

Article 7 Contract Price

- 7.1** The supplier the Contract price shall be fixed throughout the duration of Contract performance.

Article 8 Terms of Payment

- 8.1** The Contract Price shall be paid as specified in the SCC.
- The Supplier shall be paid by the Purchaser for the Goods delivered and Related Services performed, upon fulfilment of all obligations stipulated in the Contract.
- 8.2** Payments shall be made promptly by the Purchaser, no later than the time period specified in the SCC after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 8.3** Unless otherwise stated in the SCC, the payment shall be made in Albanian currency. The exchange rate of various currencies shall be the rate of the Bank of Albania fixed on the day of sending for publication of the contract notice.
- 8.4** In the event of verification of delays in the performance of payments by the Purchaser, although the Supplier has fulfilled all its obligations in accordance with the terms of the contract, the arrears and relevant accrued interest charges shall be paid in accordance with the provisions of Law no. 48/2014 "On late payments in contractual and commercial liabilities".
- 8.5** In the procurement procedures with object "fuel", during the contract implementation for the supply of fuel, diesel, benzene and fuel for heating, the absolute value of the profit rate will not change during the contract execution, in case of price fluctuation. 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 value, according to the periodic sales invoices issued according to the tax legislation in force at the moment of issuing the invoice, based on the stock market price on the day before the invoice is issued, published by PPA 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 on the day before the invoice is issued.
- The contracting authority, before paying the invoice, must check the accepted percentage of the increase or decrease in the exchange price, published by PPA after sending this price for publication, by the General Directorate of Customs issued according to the CIF-Albania condition, at the time of goods sale, 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 awarded the contract.

Article 9 Taxes and Duties

- 9.1** For Goods manufactured outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 9.2** For Goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 9.3** If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in

the Purchaser's country, the Purchaser shall enable the Supplier to benefit from any such facilitations

Article 10 Performance security

- 10.1** The Supplier shall, within the deadline set by Purchaser, in the award Notice shall submit a performance security at the amount specified in the SCC.
- 10.2** Pursuant to Article 10.1, the performance security shall be denominated in the currency of the Contract, and shall be in the form stipulated by the Purchaser in the SCC.
- 10.3** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.4** The performance security shall be returned to the Supplier no later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Article 11 Subcontracting

- 11.1** Subcontracting shall not be made without the preliminary written approval of the Purchaser and not more than 50 % of the contract value.
- 11.2** The Purchaser shall be allowed to make direct payments to the sub-contractor for the supplies it will perform, upon preliminary written approval of the supplier.
- The provisions of Article 2 shall apply also to sub-contracting.

Article 12 Specifications and Standards

- 12.1** The Supplier shall ensure that the Goods and Related Services comply with Technical Requirements, as specified in the Tender Documents.
- The Supplier shall be entitled to disclaim responsibility for any error in the design, data, drawing, or any other aspect of the technical specifications provided by the Purchaser, save for cases where the error was so obvious that the Supplier should have seen and advice the Purchaser on it.
- Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in the Tender Documents. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with Article 23 of these conditions and provisions of the PPL on Contract modification, Article 127.

Article 13 Packaging and documents

- 13.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and storage conditions. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination.
- 13.2** The packing, marking, and documentation within and outside the packages shall comply with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

Article 14 Insurance

- 14.1** Unless otherwise specified in the SCC, the Supplier shall ensure that the Goods to be delivered under the contract are fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms, or in the manner specified in the SCC.

Article 15 Transportation

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

Article 16 Inspections and tests

- 16.1** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the SCC.
- 16.2** The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SCC. If conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 16.3** The Purchaser's designated representative shall be entitled to attend the tests and/or inspections referred to in Article 16.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4** Whenever the Supplier is willing to carry out any such testing and inspection, it shall give reasonable prior notice to the Buyer, including the place and time. The Supplier shall obtain from any relevant Third Party or manufacturer any permit or consent necessary to enable the Buyer or his designated representative to participate in the test and / or inspection.
- 16.5** The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract. The Purchaser shall be responsible for the costs of such tests. If such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, the Purchaser shall accept to change the delivery schedule.
- 16.6** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 16.7** he Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Article 16.4.
- 16.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, shall release the Supplier from any warranties or other obligations under the Contract.

Article 17 Liquidated damages

- 17.1** Liquidated damages for delayed goods delivery shall be calculated with the following daily fees:
- a) For contracts with an implementing period, not more than 6 months, the daily fee shall be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value
 - b) For contracts with an implementing period, not more than 12 months, the daily fee shall be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.
 - c) For contracts with an implementing period more than 12 months, the daily fee shall be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 18 Warranty

- 18.1** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- The Supplier warrants that the Goods have no defects resulting from any action or inaction of the Supplier or that result from sketching, materials and workmanship under normal use under conditions prevailing in the final destination country.
- 18.2** The Purchaser shall define the warranty validity period (if it is the case) the SCC, after the goods or portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 18.3** The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof, but no later than ten days from the discovery. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 18.4** Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchase
- If having been notified, the Supplier fails to remedy the defect within the period specified above, the Purchaser may make the necessary fixes, at the Supplier's Costs. In any case, Purchaser may decide to inform the Supplier for the Contract termination.

Article 19 Patent indemnity

- 19.1** The Supplier shall, indemnify and hold harmless the Purchaser and its officers from and against any suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country of the delivery of the goods;
 - and
 - (b) the sale in any country of the products produced by the Goods.
- (Such indemnity shall not apply if the Goods or any part thereof are used beyond the conditions

of the contract or their use or part thereof is made in combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

19.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Article 19.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct all actions for the settlement of any such proceedings or claim.

19.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

The Purchaser shall indemnify and hold harmless the Supplier and its employees and Subcontractors from and against any and all suits, actions or administrative proceedings, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

Article 20 Limitation of Liability

20.1 Except in cases of gross negligence or wilful misconduct:

(a) the Supplier shall not be liable to the Purchaser, for any indirect or consequential loss or damage, that he has as a result of loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, shall not exceed the Contract Price, except for cases of the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement

Article 21 Changes in laws and regulations

21.1 If, after the date of Tender Submission or signature of the contract, any law or sub-legal act in the Republic of Albania is enacted or amended and affects the conditions, including the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Article 22 Force majeure

22.1 Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event

22.2 For the purposes of this Article, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in

writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event

Article 23 Contract modification

- 23.1** The Parties may modify the Supplier during its duration, only if they fall in one of the situations foreseen in the PPL.
- 23.2** The Purchaser may at any present a request to the Supplier, to make modifications within the general scope of the Contract in any one or more conditions as follows:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
- the Related Services to be provided by the Supplier.
- 23.3** When the modification is accompanied with an increase of the Contract value, the total value of the modifications shall not exceed 20% of the initial contract value. When several subsequent modifications are made, this limitation shall be applied on the total overall value of all modifications. When the contract contains a price revision clause, the basis for the calculation of the maximum allowed value allowed for modifications shall be the contract value with the updated price.
- 23.4** No contract modification can be made without the preliminary approval of the Purchaser, accompanied with a written agreement and signed by an authorized representative of the Supplier and Purchaser respectively.

Article 24 Extension of the duration

- 24.1** If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Article 5, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 24.2** Except in case of Force Majeure, as provided under Article 22, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to contract provisions.

Article 25 Contract termination

25.1 Notice to correct

If the Supplier fails to carry out any obligation under the Contract, the Purchaser may by notice require the Supplier to make good the failure within 15 (fifteen) days.

25.2 Termination for default

The Purchaser, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (i) if the Supplier has failed to comply also after the notice made as per paragraph 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 thereof granted by the Purchaser pursuant to Article 24; or
- (iii) if it is proven that the Supplier, is engaged in Prohibited Practices, as defined in Article 2, in competing for, or in executing the Contract.

25.3 Termination for insolvency

The Purchaser shall terminate the Contract at any time by giving notice to the Supplier if the Supplier becomes bankrupt. The Supplier terminates the contract at any time if the purchaser becomes insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

25.4 Termination due to public interest

- a) The Purchaser may terminate the contract at any time if it deems that this should be done to best serve the public interests.
- b) The Purchaser shall notify the Supplier in writing on the termination.
- c) The Buyer shall pay the Supplier for all Goods received and Related Services performed prior to termination and shall pay to the Supplier damages incurred for the 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

26.1

Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the Purchaser's country or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.

Article 27 Settlement of disputes

27.1 The Purchaser and the Supplier shall make every effort to settle amicably through direct negotiations any dispute which may arise between them during the execution of the Contract.

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

Appendix 17**SPECIAL CONTRACT CONDITIONS**

The following special conditions of the Contract shall complement the GCC. In the event of a conflict, the SCC shall prevail over the GCC.

Article 1 General Provisions**1.1** Purchaser is: *[insert the name of the Purchaser]*

Address: _____

Telephone: _____

Fax number: _____

E-mail: _____

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

Address: _____

Telephone: _____

Fax number: _____

E-mail: _____

The above information should be accurate for the purpose of communications during the contract execution

1.3 The communication language shall be: *[specify the communication language]*The language is: *[specify the language]***2.1 Article 2 Performance security****2.2** Performance Security in the amount of *(10% of its value)* must be provided by the Supplier to ensure the execution of its obligations under the contract**2.3** Currency will be: *[specify the currency]*

The Performance Security shall be issued or returned immediately to the Supplier according to the form below.

2.4 If a periodic reduction of the Contract security is foreseen, it is performed as follows: _____

If not filled out, the security remains unchanged.

Article 3 Inspections and tests

Inspections and tests shall be:

3.1

Inspection before delivery: *[specify inspection and tests]*

3.2

Final receipt: *[specify inspections and tests]*

Inspections and tests shall be carried out in: _____

Article 4 Delivery

4.1 Place of goods delivery shall be: _____

Other deliveries and documents which shall be ensured by the Supplier are: _____

(a) Terms of delivery, dates and places of delivery of goods and spare parts will be met in accordance with the Delivery Schedule provided in this Contract.

(b) The Supplier shall notify the Purchaser _____ days prior to each delivery of the Goods.

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

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

(e) If the Purchaser receives the goods from a third party, the Supplier shall submit all necessary documents for the receipt of the goods to: _____

Article 5 The contract price

The contract price is: _____ **Vat included**

Article 6 Terms of payment

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

(b) Payments shall be made in currency _____. If left blank the payment shall be made in Albanian currency.

6.2 All payments owed to the Supplier can only be made to the Supplier's bank account clearly stated in the Contract.

Article 7 Related services

The following special conditions shall be applied for the performance of the related services payment

Article 8 Packaging and documents

The packaging, marking and documentation inside and outside the packages must be: [insert the details required for the marking and packaging documentation]

Article 9 Insurance

If not in accordance with Incoterms, insurance coverage will be as follows [specify insurance requirements]

Article 10 Transportation

The responsibility for arranging the transport of Goods will be in accordance with the specified Incoterms.

If it does not comply with Incoterms, the responsibility for transport will be as follows: [specify transport arrangements, if different from above]

Appendix 18

[Appendix to be submitted by the Economic Operator]

PERFORMANCE SECURITY FORM

[Data]

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

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

* * *

Procurement procedure: *[type of procedure]*

Short description of the contract: *[object]*

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

* * *

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

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

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

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

[Bank / insurance company representative]

Appendix 19**DRAFT FRAMEWORK AGREEMENT WHERE ALL CONDITIONS ARE DEFINED****GOODS**

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

No. ____
date :

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

The Contractor, through his bid, on [date] agrees to supply the goods, as specified in the conditions set out in:

- This Form;
- Bid Declaration Form submitted by the Bidder;
- Technical specifications;
- Price Schedule of the Items

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

Article 1 Object

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

[General Description]

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

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

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

1.5 Duration of the Framework Agreement: _____

Article 2 Price

2.1 Unit prices for goods are described in the Price Schedule of the Items.

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

Signatures and dates

For the contractor

For the Contracting Authority / Entity

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Stamp:		Stamp:	

Appendix 20**DRAFT FRAMEWORK AGREEMENT WHERE NOT ALL CONDITIONS ARE DEFINED
GOODS**

Name of Authority / Contracting Entity,

AND

Name of Contractor

Agree as follows:

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

Article 1 Object.

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

1.2 This Framework Agreement is not a contract in itself, but sets out the terms for the contracts to be entered into, based on it.

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

Article 2 Obligations of the Parties

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

2.2 The Contractor is obliged to submit a Bid whenever requested by the Contracting Authority / entity.

Article 3 Contracts in the implementation of the Framework Agreement

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

Article 4 The mini-competition process

4.1 The mini-competition process will take place with all economic operators, parties to the Framework Agreement, whenever there is a need for goods 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.

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

Article 5 Duration of the Framework Agreement _____

Signatures and dates _____

For the Contractor

For the Contracting Authority / Entity

Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Stamp:		Stamp:	

SECTION IV

Complaints and Notices on the Closing of the Process

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

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

Appendix 23: Notice of Signed Contract

Appendix 24: Notice of the signed contract published in the Public Notification Bulletin

Appendix 25: Procedure cancellation Form at the end of complaint deadlines

Appendix 21**COMPLAINT FORM TO THE CONTRACTING AUTHORITY/ ENTITY AND PUBLIC
PROCUREMENT COMMISSION**Complaint to: Contracting Authority/Entity and Public Procurement Commission ☐**Section I. Identification of Complainants**

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

Complainant full name (please type)

Nuis/Nipt

Address

City

State

Postal/Zip Code

Telephone number (including area code)

Fax number (including area code)

E-mail

Name and title of the official authorised to issue the complaint (please type)

Signature of the authorized official

Date (year/month/day)

Telephone number (including area code)

Fax number (including area code)**Section II. Information on Procedure****1. Reference number for the procedure/LOT**

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

2. Type of procedure

Fill in the type of procedure used for this procurement procedure

Open procedure

Simplified open procedure

<input type="checkbox"/>	<input type="checkbox"/>
Restricted procedure	Competitive negotiated procedure
<input type="checkbox"/>	<input type="checkbox"/>
Innovation Partnership	Competitive dialogue
<input type="checkbox"/>	<input type="checkbox"/>
Negotiated procedure, with prior notice publication	Negotiated procedure, without prior contract notice publication
<input type="checkbox"/>	<input type="checkbox"/>

Contract concluded without conducting any of the procurement procedures provided in the PPL

☐

3. Contracting Authority/ Entity

The name of the contracting authority administering the procurement process.

4. Estimated Value of the Procurement

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

5. Object of Contract/ framework agreement

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

6. Deadline for submission of Bid

The deadline for submission of bids.

Date (year/month/day)

7. Date of publication of Contract Award Notice

Date (year/month/day) if applicable

8. Date of contract signing

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

Section III. Description of complaint

1. Legal Grounds

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

2. Complaint object

- Modification of tender documents

☐

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

☐

(Specify here the reasons for disqualification)

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

☐

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

- Contract nullity

☐

(Specify the contract for which you are requesting nullity)

- Other

☐

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

3. Detailed circumstances and facts

Give detailed circumstances and facts

4. Arguments that support your complaint

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

5. Request for specialised expertise

Yes

No

☐☐

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

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

7. List of confidential information:

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

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

Send the completed procurement complaint form, all necessary annexes and additional copies in the Electronic Complaints System.

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

Fax no.:

E-mail:

Signature and seal of the complainant

Administrator / Authorized Representative

Appendix 22**ARGUMENT SUBMISSION FORM BY INTERESTED ECONOMIC OPERATORS TO THE
CONTRACTING AUTHORITY / ENTITY AND TO THE PUBLIC PROCUREMENT
COMMISSION****Presentation of arguments by interested economic operators addressed to:**Contracting Authority/Entity and Public Procurement Commission ☐**Section I. Identification of Economic Operator(s)/ Joint venture of Economic Operators**_____
Full name of Economic Operator(s) (please type)_____
Nuis/Nipt_____
Address_____
City_____
State_____
Postal/Zip Code_____
Telephone number (including area code)_____
Fax number (including area code)_____
E-mail_____
Name and title of the official authorised to submit those arguments (please type)_____
Signature of the authorized official_____
Date (year/month/day)_____
Telephone number (including area code)_____
Fax number (including area code)**Section II. Information on Procedure****1. Reference number for the procedure/LOT***Fill in the number of contract in the contract notice or in the tender documents.*
_____**2. Type of procedure***Fill in the type of procedure used for this procurement procedure*

Open procedure

☐

Simplified open procedure

☐

Restricted procedure

☐

Competitive negotiated procedure

☐

Innovation Partnership

☐

Competitive dialogue

☐Negotiated procedure, with prior notice
publication☐Negotiated procedure, without prior contract notice
publication☐Contract concluded without conducting any of
the procurement procedures provided in the PPL☐**3. Contracting Authority/ Entity***The name of the contracting authority administering the procurement process.***4. Estimated Value of the Procurement***(The estimated value of the contract/ framework agreement) (amount in figures and words)***5. Object of Contract/ framework agreement***Brief Description of works / goods / services object of the contract/ framework agreement.***6. Deadline for submission of Bid***The deadline for submission of bids.*

Date (year/month/day)

7. The complaint presented:*(Name of Economic Operator that has presented the complaint for this procurement procedure)***8. Date of publication of Contract Award Notice**

Date (year/month/day) if applicable

Section III. Arguments on the complaint presented by Economic Operator(s)**1. Legal Grounds**

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

2. Detailed arguments on the submitted complaint

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

3. List of confidential information:

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

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

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

Fax no.:

E-mail:

Signature and seal of the complainant

Administrator / Authorized Representative

Appendix 23*(To be completed by contracting Authority/ Entity)***SIGNED CONTRACT NOTICE FORM****Section 1 Contracting Authority/Entity****1.1 Name and address of Contracting Authority**

Name _____

Address _____

Tel/Fax _____

E-mail _____

Website _____

1.2 Type of the Contracting Authority/Entity:

Central institution

Independent institution

☐☐

Local Government Unit

Other

☐☐**1.3 The procurement procedure for concluding this contract was conducted by:**

Contracting Authority procuring

Central purchasing body

Procurement Service Provider

for its own needs

☐Public ☐Private ☐☐

Delegated

Others

☐☐**Section 2. The object of Contract****2.1 Reference number of procedure / lot** _____**2.2 Type of “Public Contracts for Goods”**

Purchase

Rent

Purchase in
instalments

A combination of these

☐ ☐ ☐ ☐

2.3 Contract under the Framework Agreement

Yes ☐ No ☐

If Yes, type of Framework Agreement

With one Economic Operator ☐

With some Economic Operators ☐

All conditions are set Yes ☐ No ☐

2.4 Short description of contract

2. Limit

fund _____

3. Source of financing

4. Scope of contract _____

2.5 Duration of the contract or completion deadline:

Duration in months or days

or

Starting from and completion on

2.6 Division into LOTS:

Yes ☐ No ☐

If yes, the number of LOTS:

2.7 Contract with subcontracting:

Yes ☐ No ☐

Section 3. Procedure

3.1 Type of procedure: Open

3.2 Winner selection criteria:

A) the most economically advantageous bid based on cost ☐

As per importance: Price **points** ☐

etc. **point**

or

B) the most economically advantageous bid based on price ☐

3.3 Number of submitted bids: ☐☐☐

Number of regular bids: ☐☐☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

Section 4 Information about the contract

4.1 Contract number: _____ **Contract date** ☐☐☐☐☐☐

4.2 Name and address of the contractor

Name _____

Address _____

NUIS _____

Tel/Fax _____

E-mail _____

Website _____

4.2.1 Name and address of the subcontractor/s

Name _____

Address _____

NUIS _____

Tel/Fax _____

E-mail _____

Website _____

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

Value _____ Currency _____
(excl. VAT)

Value _____ Currency _____
(incl. VAT)

4.3.1 Total value of subcontracting: _____

Value _____ Currency _____
(excl. VAT)

Value _____ Currency _____
(incl. VAT)

4.4 Additional Information

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

Appendix 24

[Appendix to be completed by the Contracting Authority/ Entity for publication in the Public Notifications Bulletin]

SIGNED CONTRACT NOTICE FORM

1. Name and address of Contracting Authority/Entity

Name _____

Address

Tel/Fax

E-mail

Website

2. Type of procedure: _____

3. Object of the contract / framework agreement _____

4. The reference number of the procedure / lot _____

5. Limit Fund

6. Date of Publication in SPE, of the Winner Notice from which the complaint deadlines start/Cancellation Notice from which the complaint deadlines start:

¹⁰Date of Publication in the Bulletin of Public Notices, of the Winner's Notice from which the complaint deadlines start/Cancellation Notice from which the complaint deadlines start.

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

Value _____ Currency _____
(incl. VAT)

Value of subcontracting _____ *incl. VAT* Currency _____

8. Name and address of the contractor

Name _____

Address _____

NUIS number

EO / JEO with subcontractor

¹⁰ In the case of written form procurement procedures, only the date of publication of these notices in Bulletin is filled in.

YES ☐ **NO** ☐

If yes, provide the data _____

(Names of subcontractors, NUIS NO, % of subcontracting)

9. Date of contract signing _____

Appendix 25[*Appendix to be completed by the Contracting Authority/Entity*]**CANCELLATION NOTICE FORM OF THE PROCUREMENT PROCEDURE, AT THE END OF
THE COMPLAINT DEADLINE****1. Name and address of Contracting Authority/ Entity**

Name _____

Address _____

Tel/Fax _____

E-mail _____

Website _____

2. Type of procedure: Open**3. Reference Number/ Lot:** _____**4. Subject of the contract** _____**5 Limit Fund** _____**6. Reasons for Cancellation:**☐ *in phased procedures, no relevant request has been submitted;*☐ *in single-stage procedures no relevant offer was submitted;*☐ *finds that the tender documents contain errors or significant inadequacy*☐ *due to unforeseeable and objective circumstances, the needs or solvency of the contracting authority / entity have changed;*☐ *when the Public Procurement Commission decides the cancellation according to the provisions in the PPL;*☐ *when the Head of the contracting authority decides the cancellation according to the provisions in article 19/4 of the PPL.***7. Date of publication in SPE** of the cancellation Notice from which the complaint deadline start: _____¹¹Date of Publication in the Bulletin of Public Notices of the Cancellation Notice from which the complaint deadline start [No] _____[date] _____**8. Complaint after the Cancellation Notice, from which the complaint deadlines start**YES ☐NO ☐

¹¹ *In the case of written procurement procedures, only the date of publication of this Notice in Bulletin is filled in.*

If Yes (No. __ Date __ of the final decision for the complaint review, by the Public Procurement Commission)

At the end of the deadline for the submission of complaints ____/review of complaints and respective decision, the procurement procedure with object " _____ " is cancelled.

Date of delivery of this notice

Head of the Contracting Authority/Entity