



**REPUBLIC OF ALBANIA
MINISTRY OF INFRASTRUCTURE AND ENERGY**

**STANDARD TENDER PROCEDURES
OPEN PROCEDURE¹**

**CONSTRUCTION OF LLOGARA TUNNEL
(IN THE ROAD SECTION ORIKUM-HIMARË
PART OF THE SH8 MOTORWAY (VLORA – SARANDA))**

¹

In case of non-specific provisions in this set of documents, the contracting authority shall refer to the provisions of the applicable legislation and public procurement rules in force.

I NOTIFICATION OF CONTRACT

Section 1. Contracting Authority

1.1 Name and address of the Contracting Authority

Name Ministry of Infrastructure and Energy
Address "Abdi Toptani" St., No. 1, Tirana, Albania
Tel/Fax +35542222245
E-mail valbona.pepa@infrastruktura.gov.al
Website www.infrastruktura.gov.al

1.2 Type of contracting authority:

Central Institution	Independent Institution
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Government Unit	Other
<input type="checkbox"/>	<input type="checkbox"/>

1.3 Contract under a special agreement between Albanian and another State

Yes No

Section 2 Scope of the contract

2.1 Procedure/lot reference number: REF-81916-12-11-2020

2.2 Type of "Public Works Contracts"

Realization of works	Design and execution of works
<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.3 Contract based on Framework Agreement

Yes No

2.4 Type of Framework Agreement

With 1 Economic Operator
With several Economic Operators
All terms defined Yes No

When all conditions are set forth, the reasons for selecting this type of Framework Agreement shall be provided in the Framework Agreement with 1 Economic Operator

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2.5 Number of economic operators with which the Framework Agreement will be concluded:_____ *(The maximum number of economic operators with which the Framework Agreement will be concluded shall be defined).*

2.6	The terms to be followed in case of reopening of the bidding process and/or potential use of electronic bidding	
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2.7 Contracting Authority / Authorities, which will conclude the Framework Agreement:

2.8 Brief description of the Framework Agreement/contract

1. Contract limit fund/expected value is ALL 19 180 880 463.21 (nineteen billion one hundred eighty million eight hundred eighty thousand four hundred sixty-three point twenty-one), excluding VAT
2. In case when the scope of procurement consists of several items, **the total sum of prices per unit is** _____
3. Source of Funding is the State Budget

Scope of the contract / framework agreement: **“Construction of Llogara Tunnel” (In the road section Oriku-Himarë part of the Sh8 Motorway (Vlora – Saranda)**

2.9 Duration of contract or deadline for execution:

Duration in **months** 37 or days

or

Starting from **the date of the contract signing** to completion on

2.9.1. Framework Agreement Term

Duration in months: 37 or days: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (from the Framework Agreement signing(<i>no more than (4) years</i>) Or starting from <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (dd/mm/yyyy) Completed on <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> (dd/mm/yyyy)

2.10 Place of performance of services, scope of contract / framework agreement:

2.11 Division into Lots:

Yes No

If yes,

2.12 Short description of the lots

(The scope and limit fund of the lots)

- 1. _____
 - 2. _____
 - 3. _____
- etc.

A Bidder shall have the option to bid for [one lot], [several lots], [all lots]. A separate bid shall be submitted for each lot.

2.13 Options:

Number of possible renewals (*if any*):

Or: from to

2.14 Variants will be accepted:

Yes No

2.14.1 Subcontracting will be accepted:

Yes No

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

The Contracting Authority shall make direct payment to the subcontractor:

Yes No

Other notes

Section 3 Legal, Economic, Financial and Technical Information

3.1 Acceptance Criteria according to Appendix 8.

3.2 Bid Security: (applicable in case of procurement procedures with a value higher than the highest monetary limit, if required by the Contracting Authority).

The Economic Operator shall submit the Bid Security Form, if applicable, under Appendix 3. The requested Bid Security value amounts to **2%** of the limit fund (VAT excluded) by the Bidder.

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

Lot 1 _____ ALL
Lot 2 _____ ALL

Section 4 Procedure

4.1 Type of procedure: Open

Re-announced procurement procedure
YES No

If it is a re-announced procedure, fill in the identification data of the canceled procedure:
At the end of this phase, the qualified candidates shall be shortlisted, which should include at least 2 (two) candidates.

- a) Reference number in the electronic procurement system of the canceled procurement procedure: _____
- b) Scope of the procurement of the canceled procurement procedure: _____
- c) Limit fund of the canceled procurement procedure: _____

4.2 Winner selection criteria:

- A) lowest price
- B) the most economically advantageous offer
regarding importance: Price points
Etc. points

The Contracting Authority shall specify the points for each evaluation criterion set

4.3 Deadline for the submission of the requests for participation:

Date: 12/02/2021 Time: 12:00 CET

Place: www.app.gov.al

When the request for participation is required to be submitted electronically, economic operators should submit their request and the required documentation electronically on the PPA's official website, www.app.gov.al.

4.4 Deadline for the opening of the requests for participation:

Date: 12/02/2021 Time: 12:00 CET

Place: www.app.gov.al

The information collected during the public opening of the requests submitted electronically, shall be communicated to all those Economic Operators who have submitted bids, upon their request.

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

4.6 Language(s) for the drafting of the proposal and the request for expression of interest:

Albanian	<input checked="" type="checkbox"/>	English	<input checked="" type="checkbox"/>
Other	_____		

Section 5 Additional information

5.1 Payable Documents (applicable only to procedures not conducted electronically):

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

Currency	_____	Price	_____
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This price covers the actual costs of copying and distributing TDs to Economic Operators. Interested Economic Operators have the right to check TDs before their purchase.

5.2 Additional information (locations, office, ways for withdrawal of tender documents)

Date of dispatch of this notice: **14/12/2020**

Notice of Contract Award to be filled in by the Contracting Authority and published on the Public Notices Bulletin

1. Name and address of the Contracting Authority

Name Ministry of Infrastructure and Energy
Address "Abdi Toptani" St., No. 1, Tirana, Albania
Tel/Fax +35542222245
E-mail valbona.pepa@infrastruktura.gov.al
Website www.infrastruktura.gov.al

2. Type of procurement procedure: "Open Procedure–public procurement through electronic means"

3. Scope of the contract/ framework agreement: "Construction of Llogara Tunnel" in the road section Orikum-Himarë part of the Sh8 Motorway (Vlora – Saranda)"

4. Procedure/lot reference number: REF-81916-12-11-2020

5. Limit fund: is 19 180 880 463.21 (nineteen billion one hundred eighty million eight hundred eighty four hundred sixty-three point twenty-one) ALL, excluding VAT

6. Contract duration or term for execution: 37 months from the date of the contract signing

7- Deadline for the submission of the requests for participation: 12.02.2021, Time: 12:00CET

8- Deadline for the opening of the requests for participation: 12.02.2021, Time: 12:00 CET

II. INSTRUCTIONS FOR ECONOMIC OPERATORS

Section 1. Bid Drafting

- 1.1 Candidates/Bidders shall draft their requests/bids, in compliance with the requirements provided under TDs herein. The Requests/Bids that are not prepared according to these TDs shall be refused as unacceptable.
- 1.2 All costs for the preparation and submission of the bid shall be borne by the Candidates/Bidders. The Contracting Authority shall not be liable for those costs.
- 1.3 (option) A site visit will be arranged at _____ (dd / mm / yy) in such a way that Economic Operators can become familiar with local conditions. The interested Economic Operator shall confirm in advance its intention to participate in this visit. During the visit, additional information and explanations will be given and will be distributed to all Economic Operators. All costs to Economic Operators related to the site visit shall be covered by them. Without prejudice to the above, and at its own cost and risk, an economic operator may visit the site at any time, if this is possible. To arrange a site visit, please contact: (specify contact person)
- 1.4 In procurement procedures carried out by mail, the original request/bid shall be typed or written in indelible ink. All request/bid sheets shall be bound together and numbered. All pages of the request/bid, except printed unchangeable literature papers, shall bear the initials of or signed by the Authorized Person(s). Any change to the request/bid shall be readable and signed by the Authorized Persons.
- 1.5 In case of bids submitted by a consortium of economic operators, the bid shall be accompanied by the Power of Attorney/written authorization for Authorized Persons representing the consortium during the procurement procedure.
- 1.6 The economic operator shall be responsible for all documentation submitted as part of the bid. In case of verification of the content of such documentation or of the self-declaration, should they result to be untruthful, the economic operator shall be in the conditions provided for in Article 13, paragraph 3, subparagraph (a) of the PPL.
- 1.7 The offer shall include the following documents:
 - a) The Bid Form (Bill of Quantities), completed according to Appendix 1.
 - b) Declaration on independent bid submission according to Appendix 1/1.
 - c) Documents related to the procurement scope (sketches, projects, etc.)
_____,
_____,
_____.
 - c) Documents and certifications required in Appendix 12.
 - d) (option) alternative technical offer (if provided) An Economic Operator shall submit only one bid.

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By completing the Appendix “Declaration on guaranteeing the enforcement of Legal Provisions on Labor Relations”, the economic operator admits that there are employment contracts with any employee and respects the rights of employees, pursuant to the provisions of the Labor Code (which includes the rights of pregnant women, new mothers and/or nursing mothers, provided for in Articles 104, 105, 105/a, 106, 108 and 115), and the labor legislation in its entirety.

- 1.8 Process confidentiality pursuant to Article 25 of the Law on Public Procurement.
- 1.9 With regards to procurement procedures carried out in written form, the Economic Operators shall submit only the original proposal, which consists of the technical proposal envelope and the economic proposal envelope, clearly identified by making respective notes.

The proposal shall be enclosed in a non-transparent envelope, stamped and signed with the name and address of the Candidate and marked: “Proposal for Consultancy Services _____ ; No. of the Contract Notice _____
“DO NOT OPEN IT, EXCEPT IN CASES WHEN THE BID EVALUATION COMMITTEE IS PRESENT, AND NOT BEFORE _____ (dd/mm/yy), at (time) _____

When the request is required to be submitted electronically, economic operators should submit their bid electronically on the official PPA website, www.app.gov.al.

- 1.10 For procurement procedures that are carried out by mail, the bidders may modify or withdraw their proposals, with the condition that such modification or withdrawal shall be carried out before the final deadline for submission of proposals. Both modifications and withdrawals shall be communicated to the Contracting Authority in writing prior to the deadline for the submission of bids. Therefore, the envelope that contains the Bidder's declaration shall state: **“BID MODIFICATION”** or **“BID WITHDRAWAL”** respectively.

When the bid is requested to be submitted electronically, the bidder may modify the bid at any time before the bid submission deadline, without any required communication with the Contracting Authority, after carrying out any action in their accounts, on the official PPA website, www.app.gov.al.

Section 2. Calculation of economic bid

- 2.1 The Economic Operator shall fill in the Economic Bid Form attached to these TDs, determining the works to be performed, their quantities and price for "turnkey contracts" and "fixed prices" for contracts of metering works
- 2.2 All prices shall be quoted in the Albanian Currency (ALL), including applicable taxes, but excluding VAT. If the prices are quoted in a foreign currency, then they shall be converted to Albanian Lek according to the official exchange rate of the Bank of Albania, on the date

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on which the contract notice was sent for publication and shall be maintained at that rate until the bid validity period expiration.

- 2.3 The bidder shall indicate in the prices the prices for each item of work and the total bid price of all works, without VAT. The value of VAT, when applied, shall be added to the given price and shall constitute the total value of the offer.
- 2.4 Unless otherwise provided in the Tender Documents, the prices given by the Bidder shall be fixed throughout the execution of the contract and shall not be subject to any change in any aspect. A bid submitted at a variable price that does not comply with this paragraph shall be rejected by the Contracting Authority as inadmissible.
- 2.5 In the case of a framework agreement where all conditions are not set, prices for contracts based on the framework agreement are not fixed, they shall be subject to change after a Mini-competition between the parties under the framework agreement
- 2.6 Bid Security when requested shall be submitted with the bid before the deadline for the submission of bids expires. Failure to comply with the bid security requirements shall result in the rejection of the bid
- 2.7 Bid security, if required, shall be in any of the following forms:
 - a) Unconditional bank guarantee

The Bid Security Form shall be signed by the issuing party (Bank) and shall be submitted together with the bid before the bid opening, otherwise the bid shall be rejected.

The above-mentioned documents shall be valid during the bid validity period. If the Bid Security is given in the form of a Bank Guarantee, the Contracting Authority shall return it to the respective Bidders within 15 days from the contract signing.

2.8 Bid Validity Period

The Bid Validity Period shall start at the moment of bid opening. In any case, at least 5 days before the deadline of bid validity, the Contracting Authority may request the Bidder in writing to extend the validity period until a given date. The Bidder may reject such request in writing without losing the right to compensation of the bid security, if any. If a Bidder accepts to extend the validity period, it shall notify the Contracting Authority in writing, and shall submit an extended Bid Security, if any. The Bid shall not be modified. If the Bidder does not respond to the request made by the Contracting Authority regarding the extension of bid validity period, or does not accept the request, or does not present an extended bid security, if required, the Contracting Authority may reject the Bid.

2.9 Unlawful actions under Article 26 of the Law on Public Procurement.

Section 3. Evaluation of proposals

3.1 Selection criteria

(Option 1) Lowest Qualified Bid Price.
The contract shall be awarded to the Bidder who has offered the lowest bid price.

(Option 2) The most economically advantageous offer.

The evaluation criteria shall clearly define the specific weight of each criterion, i.e. how many points each criterion shall have and how the points shall be calculated for successive bidders.

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

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

The formula by which the bidders' points will be calculated in this case shall be: $P_o = P_{k1} + P_{k2} + P_{k3} + \dots$

Where:

P_o - are the total points of the evaluated bid

$P_{k1} / P_{k2} / P_{k3} / \dots$ - are the points for each evaluated criterion

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

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

P_{k1} _____ Criteria points to be evaluated

$V_{min\ k1}$ _____ The lowest value of the criterion to be evaluated

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

O_{k1} _____ Bid indicator for the criterion to be evaluated

Clarification: Only one of the options shall be selected as the evaluation criterion. Completing both options shall make the procedure invalid.

3.2 Correction of errors and removed parts

3.2.1 The Contracting Authority shall correct such errors in the economic proposal that are simply of an arithmetical nature, if the error is found during the review of proposals. The Contracting Authority shall immediately notify the Bidder concerned with a notice in writing/by email

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on any such rectification and may proceed with the correction of the error, provided that the Bidder accepts such communication. If the Bidder refuses the correction proposed, the proposal shall be rejected, without seizure of bid security, if any.

3.2.2 Errors in the price calculation shall be rectified by the Contracting Authority as follows:

- a) if there is any discrepancy between amounts in figures and those in words, the amounts expressed in words shall prevail, except when the concerned amount relates to an arithmetical error,
- b) if there is any discrepancy between the unit price and the total value obtained by multiplying the unit price and the quantity, the unit price shall prevail and consequently the total sum shall be corrected,
- c) if there is any error in the total sum, corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected. The amounts rectified in this way shall be binding to the bidder. If the bidder does not accept them, its bid shall be rejected. *The Bids with arithmetical errors shall be rejected when the absolute amounts of all corrections shall be more than $\pm 2\%$ of the value of the economic bid offered.*

3.4 Abnormally low bids

3.4.1 If the submitted bid is abnormally low in relation to the works offered, then the Contracting Authority shall ask the Bidder in question to justify the price offered. If the Bidder fails to provide an excuse to convince the Contracting Authority, then the latter shall have the right to reject the bid

3.4.2 The bid shall be considered abnormally low according to the definition in Article 66 of Chapter VII of the PPR

In case two or less bids are valid, in accordance with Article 56 of the PPL, the bid shall be considered abnormally low when it is reduced by more than 25 percent of the accrued limit fund.

In case three or more bids are valid, in accordance with article 56 of the PPL, the bid shall be considered abnormally low if its value will be less than 85 percent of the average of valid bids.

If one or several bids are evaluated as abnormally low, the bid evaluation committee shall seek clarification from the bidders, before deciding whether to qualify them or not, in accordance with Article 56 of the PPL.

In any case, the bidder shall have the obligation to provide arguments on and document through written evidence the explanations on the special element / elements of the bid, in accordance with the requirements under Article 56 of the PPL.

The formula that will be applied to qualify an abnormally low bid, in case there are three or more valid bids shall be as follows:

O – Offer

M_o – Average Valid Bids
 n - Number of valid Bids
 P_A - Possible Discount

$$M_o = O_1 + O_2 + O_3 + \dots O_n / n$$
$$P_A = 85 \% M_o$$

Bid Value **Estimated** <.. P_A , **therefore the Offer is Abnormally Low**

In the case when the evaluation criterion selected is the most economically favorable bid, it shall be verified if the bids are abnormally low only if the bid classified with the highest points shall have the economic bid with the lowest value

3.5 Administrative complaint available to Economic Operators pursuant to Article 63 of the PPL.

Section 4. Contract Signing

4.1 Winner Notification

The Contracting Authority shall notify the winning Bidder, by sending a winner notice, pursuant to Appendix 16. A copy of such notice shall be published on the Public Notices Bulletin, as provided for in Article 58 of the PPL.

4.2 Contract Security

4.2.1 The Contracting Authority shall demand a security for the contract execution. The contract execution security amount shall be at 10 % of the contract value. The Contract Security Form, according to Appendix 20 of the TDs, shall be signed and submitted before the contract signing.

4.2.2 The contract execution security may be submitted in any of the following forms:
i. Bank guarantee

This form shall not be used by contracting authorities in case of sectoral contract procurement

4.3 Notification of the signed contract

According to the Public Procurement Rules, following the signing of the contract, the Contracting Authority shall send to PPA a notice to be published on the Public Notices Bulletin.

Note: The contracting authorities shall not make any modification to the tender documents from section 1 to 4.

III. APPENDIXES

The following Appendixes shall constitute an integral part of the TDs:

- Appendix 1: Economic Bid Form
- Appendix 1/1: Declaration on Independent Bid Submission
- Appendix 2: Bid Invitation Form in case of Framework Agreement
- Appendix 3: Bid Security Form
- Appendix 4: Confidential Information Form
- Appendix 5: Declaration on Compliance with Technical Specifications by the Economic Operator
- Appendix 6: Contract Planning in the Framework Agreement
- Appendix 7: Declaration on Conflict of Interest
- Appendix 8: Declaration on General Qualification Criteria Fulfillment
- Appendix 8/1: Declaration on Guaranteeing the Applicability of Legal Provisions on Labor Relations
- Appendix 9: Evaluation Form
- Appendix 10: Declaration on the Possession of Machinery
- Appendix 11: Declaration on Contracts Entered Into and/or in Process
- Appendix 12: Qualification / Participation Certificate Form
- Appendix 13: Implementation Design and Technical Specifications
- Appendix 14: Bill of Quantities
- Appendix 15: Standard Notification for the Disqualified Bidder
- Appendix 16: Winner Notification Form
- Appendix 17: Notification Form for Successful Economic Operators in the Framework Agreement
- Appendix 18: General Contract Terms
- Appendix 19: Special Contract Terms
- Appendix 20: Contract Security Form
- Appendix 21: Complaint Form to the Contracting Authority
- Appendix 22: Draft Framework Agreement where all terms are defined
- Appendix 23: Draft Framework Agreement where not all terms are defined
- Appendix 24: Signed Contract Notification Form
- Appendix 25: Contract Notification Form Signed for Publication on the Public Notices Bulletin
- Appendix 26: Cancellation Notification Form

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Appendix 1

[Appendix to be filled in by the Economic Operator]

ECONOMIC BID FORM

Name of Bidder _____

To:[Name and address of the contracting authority]

* * *

Procurement procedure: [type of procedure]

Brief description of the contract: [scope]

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

* * *

As regards the aforementioned procedure, We, the undersigned, hereby declare that:

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

No.	Analysis No.	Works Description	Unit	Quantity	Price/ Unit	Total price
1.						
2.						
3.						
Amount						
Reserve Fund						
Amount						
VAT						
TOTAL AMOUNT						

Bidder's signature _____

Seal

Note: Prices shall be in the currency ____ (required in the tender documents)

Appendix 1/1

[Appendix to be filled in by the Economic Operator]

DECLARATION

On Independent Bid Submission

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

I, the undersigned _____, in the capacity of the economic operator representative _____, pursuant to Article 1 of Law No. 9643, dated 20.11.2006 "On Public Procurement", as amended, and pursuant to Law No. 9121 / 2003 "On Protection of Competition", hereby make this declaration and I guarantee that the following declarations are true and complete in every aspect:

I certify, on behalf of: _____ that:
(Name of the economic operator)

1. I have read and understood the content of this Declaration;
2. I understand that the submitted bid will be disqualified and / or excluded from participation in public procurement if this Declaration is found to be incomplete and / or inaccurate in all respects;
3. I am authorized by the Bidder to sign this Declaration and to submit a bid on behalf of the Bidder;
4. Any person whose signature appears in the Bid Documentation is authorized by the Bidder to prepare and to sign the Bid on behalf of the Bidder;
5. For the purpose of this declaration and the submitted bid, I understand that the word "competitor" means any other economic operator, other than the Bidder, whether presented as a consortium of economic operators or not, that:
 - a) submit a bid in response to the Contract Notice and / or Bid Invitation made by the Contracting Authority;
 - 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 Bid Invitation.
6. The Bidder declares that: (click one of the following alternatives):

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- a) The Bidder has prepared its bid independently, without consulting, communicating and without having any agreement or agreeing with any other competitor;
 - b) The Bidder has consulted, has communicated, has entered into agreements with one or more competitors related to this procurement procedure. The bidder states that in the attached documents, the details of this offer include the names of the competitors, the nature and reasons for the consultation, communication, agreement or engagement (in case of a consortium of economic operators or subcontracting).
7. In particular, without prejudice to paragraphs 6 (a) and 6 (b) above, there has been no consultation, communication, contract or agreement with any competitor in regards to:
- a) prices;
 - b) methods, factors or formulas used to calculate the price;
 - c) purpose or decision to submit an offer or not; or
 - d) submission of a bid that does not meet the specifications of the Bid Request.
8. In addition, there has been no consultation, communication, agreement or contract with any competitor regarding the quality, quantity, specifications or specific deliveries of goods or services related to the concerned procurement, except where stated under paragraph 6. b) above.
9. Bid conditions have not been made known or disclosed to the other Bidders by any means, either prior to the date and time of the official opening of Bids, of Winning Bid Announcement and of Contract signing, unless required by law or if specifically stated under paragraph 6.b).

(Name and Signature of the Authorized Person for Bidder Representation)

(Title of job position)

(Date)

Appendix 2

[Appendix to be filled in by the Contracting Authority in the Framework Agreement during the reopening of the mini competition process]

BID INVITATION FORM

(write the name of the Contracting Authority)

invites bid submissions for carrying out the following Works:

.....
.....

(provide a correct description of the contract scope and quantities as defined in the Tender Documentation (TD))

Place of work performance

(provide a short description)

Deadline of works _____

The bid shall be submitted at

.....
[Write the correct address]

Before

.....
[Determine date and time]

Winning Bid awarding criteria _____

Form of communication:

In writing

Electronic (email, fax, etc.)

Appendix 3

[Letter with Bank]

[Appendix to be filled in by the economic operator, when required by the contracting authority]

BID SECURITY FORM²

[Date _____]

To: [Name and address of the contracting authority]

In the name of: [Name and address of insured bidder]

Procurement procedure [Type of procedure]

Short description of the contract: [scope]

Publication (if applicable): Public Notices Bulletin [Date] [Number]/Reference number on the PPA website

In reference to the above-mentioned procedure,

We certify that [name of insured bidder] has deposited in [name and address of bank] the amount of [currency and value, expressed in words and numbers] as a requirement for the bid insurance, submitted by the above-mentioned economic operator.

We undertake to transfer to the account of [name of contracting authority] the insured amount, within 15 (fifteen) days from your first simple request in writing, without explanations, provided that the request states the failure to meet any of the following criteria:

- The bidder has withdrawn or changed the bid, after or before the bid submission deadline, in case it was stipulated so in the Tender Documents;
- The bidder has refused to sign the procurement contract when required by the contracting authority;
- The bidder has not provided the contract security, where the bid is awarded as winning or did not meet any other requirements before the signing of the contract stipulated in the Tender Documents.

The Security is valid for the period specified in [contract notice or bid invitation].

[Representative of the bank]

² Only for procedures above the highest monetary limit

Appendix 4

CONFIDENTIAL INFORMATION FORM

[Appendix to be filled in by the Economic Operator]

(Please list below the information you want to be confidential)

Type and nature of the information that needs to be confidential	Number of pages and sections of the TDs you want to be confidential	The reasons why such information should be confidential	Period of time that such information shall be kept confidential for

ATTENTION

Any information that has not been registered as confidential, it shall be taken for granted that the holder of such rights has willingly given consent for the provision of this relevant information, and the Contracting Authority shall bear no responsibility for the publication of such information.

It does not constitute secret commercial information, which should be made public according to the law, related to the violation of the law, or that ought to be published on the basis of good commercial practices and principles of commercial ethics. The dissemination of this information shall be considered legitimate if this act is intended to protect the public interest.

Bidder representative

Signature

Seal

Appendix 5

[Appendix to be filled in by the Economic Operator]

**DECLARATION ON COMPLIANCE WITH TECHNICAL SPECIFICATIONS AND
SCOPE REALIZATION ACCORDING TO THE WORKS SCHEDULE**

Declaration issued by the economic operator participating in the procurement procedure to be held on _____ by the Contracting Authority _____ with scope _____ and _____ limit fund

I, the undersigned _____, in the capacity of _____ economic operator _____ declare that:

We meet all technical specifications, as instructed in the tender documents, and we demonstrate this through certificates and documents (if required by the Contracting Authority), submitted with this Declaration, and we undertake to realize the scope in accordance with the works schedule determined by the Contracting Authority.

Date of declaration submission _____

Bidder's representative

Signature

Seal

Appendix 6

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

CONTRACT PLANNING IN THE FRAMEWORK AGREEMENT

<input type="checkbox"/> Service: Total number of contracts under the Framework Agreement _____		
Contract No.	Contract Title	Short description of the contract
01	_____	_____
02	_____	_____
03	_____	_____
...	_____	_____

Appendix 7

[Appendix to be filled in by the Economic Operator]

DECLARATION
On conflict of interest

Declaration issued by the economic operator participating in the public procurement procedure, to be held on _____ by the Contracting Authority _____ with scope _____ and _____ limit fund.

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.

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:

- 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 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).

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

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 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. 9643, dated 20.11.2006 “On Public Procurement”, as amended.

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.

Date of declaration submission _____

Name, Last name, Signature

Seal

Appendix 8

[Appendix to be filled in by the Economic Operator]

DECLARATION ON GENERAL QUALIFICATION CRITERIA FULFILLMENT

Declaration of the economic operator participating in the procurement procedure to be conducted on _____ by the Contracting Authority _____ with scope _____ with _____ limit fund.

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

- The economic operator _____ is registered in the National Business Center and has the scope of the procurement in the field of activity. In the case where the Bidder is a non-profit organization, it shall state that it is registered as a legal person under Law No. 8788, dated 07.05.2001 "On Non-Profit Organizations".

- The economic operator _____ has not been sentenced for any of the criminal offenses provided for in Article 45/1 of the PPL.

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

_____ etc.

are not or have not been convicted by a final court decision for any of the criminal offenses set forth under Article 45/1 of the PPL³.

- The economic operator _____ has not been convicted by a final court decision for offenses related to the professional activity.

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

³ I authorize the Contracting Authority to perform the relevant verifications regarding the judicial status of the persons declared in this Declaration.

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- The economic operator _____ has paid all the liabilities for the taxes payment and social security contributions, according to the legislation in force.

In any case, the contracting authority shall be entitled to perform the necessary verifications on the truthfulness of the information stated by the economic operator as per the above.

Date of declaration submission _____

Signature of Bidder _____

Seal _____

Appendix 8/1

[Appendix to be filled in by the Economic Operator]

DECLARATION ON GUARANTEEING THE APPLICABILITY OF LEGAL PROVISIONS ON LABOR RELATIONS

Declaration of the Economic Operator participating in the procurement procedure to be held on _____ by the Contracting Authority _____ with scope _____ with a limit fund of _____.

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

- The Economic operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination as provided by the applicable labor legislation.
- The Economic operator _____ concludes respective employment contracts with the employees and guarantees measures in terms of safety and health at work for all and, in particular, for vulnerable groups, based on the applicable labor legislation.
- The Economic operator _____ does not have any effective legal measures imposed on by the State Labor and Social Services Inspectorate (ISHPSHSH). In cases where legal violations have been identified, the economic operator has taken the necessary measures to address them within the deadlines set by ISHPSHSH.

Date of declaration submission _____

Bidder representative

Signature

Seal

Appendix 9

[To be completed by the economic operator]

EVALUATION FORM

(This form shall be accompanied by the Commissioning act and the works progress/realization documents)

The Contracting Authority/Investor	
Address/Tel.	
Name of holder/Administrator	
I certify that:	
The Contracting Authority/investor has entered into a contract with	
Operator name/NUIS	
Consortium of operators name/NUIS-s	
Subcontractors NUIS-s	
Address/es	
Scope of the contract:	
Date of commencement of the contract	Date of completion of the contract
Contract Value	The value realized
% of E.O consortium and description of the duties performed by each member	
Evaluation	(expressed in words)
	Fulfilled
	Unfulfilled
Signature	
Seal of the Contracting Authority	

Appendix 10

[To be completed by the economic operator]

Declaration on the Possession of Machinery

Economic operator: _____

I declare that I hold the technical equipment, tools and other physical assets to realize the contract with the scope: _____

In ownership				
Type of Vehicle	Car plate	License No.	Serial No.	Other
1				
2				
3				
4				
5				

And

Rent					
Type of Vehicle	Car plate	License No.	Serial No.	No. of rent contract (notary)	Deadline of the rent contract (start)
1					
2					
3					
4					
5					
6					

•Add/delete additional lines if necessary.

We authorize the Contracting Authority to verify the information provided in this table.

CONTACT PERSON (for this bid)

Name:

Address:

Telephone Fax:

E-mail:

Signature

Seal

Appendix 11

(Appendix to be filled in by the Economic Operator)

DECLARATION ON CONTRACTS ENTERED INTO AND/OR IN PROCESS⁴

Declaration issued by the economic operator participating in the procurement procedure to be held on _____ by the Contracting Authority _____ with scope _____ and _____ limit fund.

I, the undersigned _____ in the capacity of _____ economic operator _____ declare that I have currently under process and/or have been awarded the following contracts:

No.	Contracting Authority	Scope of procurement procedure/contract	Value declared winner

Date of declaration submission _____

Bidder's representative

Signature

Seal

Note: In case of a consortium of economic operators, every member of the consortium shall fill in this declaration.

⁴The purpose of this declaration is to meet the legal criterion that provides that the economic operator, within the same period, shall not be a contractor/sub-contractor for contract/contracts entered into and/or awarded, of joint or separate value, greater than 100% of the maximum limit, that is available to it, according to the professional license issued by the competent authority.

Appendix 12

[Appendix to be filled in by the Contracting Authority]

QUALIFICATION / PARTICIPATION CERTIFICATE FORM

1. GENERAL ELIGIBILITY/QUALIFICATION CRITERIA

The bidder shall state that:

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

Every foreign bidder shall declare that they meet all the requirements listed above through the submission of a written self-declaration.

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

General Eligibility Criteria shall not be amended by the contracting authorities.

These criteria shall be met upon the submission of subject's written self-declaration on the day of the Bid Opening, according to Appendix 11.

In case of a consortium of economic operators, each member of the consortium shall submit self-declarations, according to this Appendix.

In any case, the contracting authority shall be entitled to perform the necessary verifications on the truthfulness of the information stated by the economic operator as stated above.

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

- a. Notarized agreement according to which the consortium of economic operators is officially established⁵;
- b. Special Power of Attorney.

⁵ The percentage of services for each staff member shall not be defined in this agreement, but the fields/expertise undertaken to be realized.

2. SPECIFIC QUALIFICATION CRITERIA

1. The Candidate/Bidder shall submit:

- a. The Bid Form completed, according to Appendix 1.;
- b. Declaration on independent bid submission, according to Appendix 1/1;
- c. Bid security, according to Appendix 3;
- ç. Declaration on compliance with the Technical Specifications, according to Appendix 5;
- d. Declaration on Conflict of Interest, according to Appendix 7;
- dh. Declaration on Guaranteeing the Applicability of Legal Provisions on Labor Relations, according to Appendix 8/1;
- e. Evaluation form according to Appendix 9;
- f. Declaration on the Possession of Machinery, according to Appendix 10;
- g. Declaration on Contracts Entered into or in Process, according to Appendix 11;
- gj. A certificate confirming the settlement of all matured power bills of the power supply contracts that the economic operator, which is registered in Albania, has. Failure to pay the power bills shall be a cause for the disqualification of the economic operator, unless it turns out that unpaid power bills, as confirmed by a certificate issued by the supplier, are under an appeal process at court. The power supplier shall be obliged to issue this certificate no later than 5 (five) days from the date that the economic operator has filed the request;

2.1 Economic operator legal/professional capacities:

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

- a) An excerpt issued by the Trade register, the Court vested with the Commercial matter of competence, or any other competent public authority in the jurisdiction of the economic operator, evidencing the registration of the economic operator as a legal entity;
- b) An attestation issued by a competent public authority in the jurisdiction of the economic operator, confirming that the economic operator is not subject to bankruptcy;
- c) An attestation issued by a competent authority in the jurisdiction of the economic operator certifying that he has not been convicted of a criminal offense in compliance with Article 45/1 of the Public Procurement Law. A self-declaration is also needed.
- d) An attestation issued by a competent authority at the jurisdiction of the economic operator certifying that he has not been convicted in connection with its professional activity;
- e) An attestation issued by a competent authority in the jurisdiction of the economic operator certifying that his capitals and assets are not the subject of a bailiff's enforcement order;
- f) An attestation issued by a competent authority in the jurisdiction of the economic operator certifying that he is not under criminal prosecution;
- g) An attestation issued by a competent public authority in the jurisdiction of the economic operator (i.e. tax authority), certifying that he does not have unsettled tax liabilities or social security obligations;

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

In addition:

- a) The economic operator should not be listed as an entity which cannot conduct commercial activity in Albania or EU states and should not be blacklisted in International Financial Institutions' (IFIs) lists;
- b) The economic operator shall not appear on any UN list of persons suspected to be involved in terrorist activities or any other relevant national or international blacklists;
- c) The economic operator and any shareholder in its ownership chain, including its ultimate beneficial owner, or any of its subsidiaries or principals, shall not reside, have activities in, trade with or have links to the countries embargoed by the OFAC or subject to EU or UN sanctions or be in a country that is blacklisted by the EU;
- d) The foreign economic operator shall prove that he meets all the requirements listed above. If the documents are not issued in their country of origin, it shall be sufficient for the economic operator to submit a written statement (Appendix 3 - Self-Declaration for Foreign Bidders);
- e) Documents submitted in languages different than English or Albanian shall be accompanied by a certified translation in Albanian;
- f) Documents issued by public authorities at other jurisdictions, and documents certified by a public notary at other jurisdictions shall be legalized as per the Hague Apostille Convention of 05.10.1961
- g) In the case of a joint venture of economic operators, each member of the group shall submit the above-mentioned documents.
- h) In the case of a consortium (joint operators), the following documents shall be submitted:
 - The notarized agreement under which the joint venture of economic operators is officially established.
 - The Special Power of Attorney.
 - The decision of the decision-making parties of the company or the Joint Venture of the Companies and / or the Consortium.
- i) In the case of a Consortium, each member of the consortium shall provide a declaration including an up-to-date list of shareholders and information on ultimate beneficiaries of the economic operator who ultimately own or control a company and/or the natural persons on whose behalf a transaction or project is being conducted, and/or those persons who exercise ultimate effective control over a legal person or arrangement, have substantial economic interest in or receives substantial economic benefit from a company. This information shall encompass in particular individuals who meet one or more of the five following conditions:
 - directly or indirectly holds more than 10% of shares in the economic operator;

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

2.2 Economic and financial capacity:

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

- a) Audited copies of the balance sheets during the last 5 (five) years (2015, 2016, 2017, 2018, 2019);
- b) An average annual turnover of any 3 (three) out of the 5 (five) last fiscal years (2015, 2016, 2017, 2018 and 2019) no less than 70% of the contract limit fund excluding VAT. For Joint Venture of persons, the average of the results before taxes for any 3 (three) of 5 (five) fiscal years of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- c) An average EBITDA of the last 5 (five) years (2015, 2016, 2017, 2018, 2019) of at least 50 million EURO;

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- d) The financial situation in an amount exceeding 8 million EURO. Credit lines are also accepted. For Joint Venture of persons, the sum of amount of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- e) The average of the results (earnings / losses) before taxes of any 3 (three) out of 5 (five) last fiscal years (2015, 2016, 2017, 2018 and 2019) shall be positive (>0), as shown in the audited financial statements of the last three fiscal years. For Joint Venture of persons, the average of the results before taxes for any 3 (three) of 5 (five) fiscal years of each member of the Joint Venture shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor;
- f) The average of debt financing to the average of the equity of the economic operator of the any 3 (three) out 5 (five) last fiscal years shall be less than 2 (two), as shown in the audited financial statements of the last three fiscal years. For Joint Venture of persons, the average of Debt Financing and the average of Equity for any 3 (three) of 5 (five) fiscal years of each Member of the Joint Venture of Persons shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor.

The above statements shall have been issued no later than 30 days from the deadline for the submission of bids.

2.3 Regarding technical capacities:

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

- a) Demonstrate its:
 - Successful experience as a prime contractor or lead partner in a JVCA in the execution of at least 1 (one) contract for road tunnel construction, of a nature and complexity comparable to the present contract within the last 5 (five) years prior to the tender submission deadline, of a total cumulative tunnel(s) length of at least 8 km.
 - Successful experience as a prime contractor or lead partner in a JVCA in the execution of at least 1 (one) contract for road tunnel construction, of a nature and complexity comparable to the present contract within the last five 5 (five) years prior to the tender submission deadline, including one tunnel of at least 5 km in length (in case of double tunnels / one tunnel per direction) and a construction budget of at least 70% of the contract limit fund excluding VAT
 - Successful experience as a prime contractor or lead partner in a JVCA in the execution of at least 1 (one) contract for road bridge construction, of a nature and complexity comparable to the present contract within the last five 5 (five) years prior to the tender submission deadline, contract(s) that shall include at minimum the construction of 4 (four) bridges of at least 120 m in length per bridge.

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

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

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

- b) Submit its professional licenses according to this procurement scope, if it is applied in the country of origin. Otherwise it shall submit any other documentation that demonstrates the right to conduct the professional activity in the country of origin. Based on Decision of Council of Ministers No. 943, dated 28.12.2016 "On some Amendments and Addenda to Decision of Council of Ministers No. 759, dated 12.11.2014 "On professional licensing of individuals and legal persons who will conduct activities in the field of study and design in construction, and surveillance and commissioning of construction implementation works", natural/legal foreign subjects shall apply for foreign license recognition in the Republic of Albania. The foreign candidate/bidder shall make the conversion of professional licenses issued by the country of origin for the categories of works to the Ministry of Infrastructure and Energy in the Republic of Albania (failure to submit it shall comprise a disqualifying condition)
- c) For this purpose, the economic operator shall submit the relevant company license as per the format provided for in Decision of Council of Ministers No. 42, dated 16.01.2008 "On the approval of the regulation for the criteria and procedures for issuing professional implementation, classification and disciplining licenses to legal entities exercising construction activity", as amended.
- d) Licenses shall cover at least the following categories related to the performance of the contract works or any other equivalent certification (i.e. General Constructor):

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

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

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

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

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

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

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

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

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

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

The applicant shall own, or have granted access to (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means), the following key items of equipment in full working order, and shall demonstrate that they will be available for use in the Contract. The applicant may also list alternative equipment which it would propose to use for the Contract, together with an explanation of the proposal.

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

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

a. Machineries/ equipment owned:

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

b. For machineries on lease/ use/ supply:

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

All documents shall be attached in original or legalized copies. Failure to submit any of the documents or in case of submitting any false or incorrect document shall constitute sufficient grounds for disqualification.

Appendix 13

[Appendix to be filled in by the Contracting Authority]

IMPLEMENTATION DESIGN AND TECHNICAL SPECIFICATIONS

Description of the technical data of the works subject to procurement, described as accurately and completely as possible, creating conditions for impartial and open competition between all candidates and bidders. Where possible, technical specifications shall be defined in such a way as to be understood by persons with disabilities.

When the Contract will be signed by the Contracting Authorities and the Winner, the contractor shall have the detailed project completed.

ATTENTION

The technical specifications shall not have any requirement or reference to any particular brand or name, patent, drawing or type, specific origin, manufacturer or service undertaking, unless there is a sufficient, accurate or comprehensible way of describing the requirements, provided that the words “or equivalent” shall be included in these specifications.

Sketches, Layout of the Building, etc.:

Technical Specifications of Materials:

Schedule of Works:

Description of service implementation requirements related to them:

Appendix 14

[Appendix to be filled in by the Contracting Authority]

BILL OF QUANTITIES

Appendix 15

[Appendix to be filled in by the Contracting Authority]

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER⁶

[Location and Date]

[Name and address of contracting authority]

[Bidder's address]

Honorable Mr./Mrs. <Name of contact>

Thank you for your participation in the aforementioned public procurement procedure. Procedure carried out in compliance with Law No. 9643, dated 20.11.2006, "On Public Procurement".

Your bid was carefully evaluated under the criteria and requirements set forth in the contract notice and bidding file. I regret to inform you 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 has violated the PPL or PPR during the public procurement procedure, you have the right to initiate a review procedure as provided for in Chapter VII of the PPL.

Notwithstanding we could not use your services in this occasion, we encourage you to continue to be interested in our procurement initiatives.

Kind regards,
<Name>

⁶ This notice shall be used in the case of procurement procedures that take place in a written form

Appendix 16

[Appendix to be filled in by the Contracting Authority]

WINNER NOTIFICATION FORM

[Date _____]

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

Procurement procedure:

Procedure/lot reference number:

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

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

* * *

We notify that these bidders have participated in the procedure with the respective values offered:

1. _____
Full name of the company *TIN number*
Value _____
(in numbers and words)

2. _____
Full name of the company *TIN number*
Value _____
(in numbers and words)

Etc.

The following bidders have been disqualified:

1. _____
Full name of the company *TIN number*
2. _____
Company's full name *TIN number*

Etc.

Respectively for the following reasons:

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* * *

In reference to the above-mentioned procedure, we hereby inform [*name, TIN number and address of the awarded bidder*] that the bid submitted by you and awarded _____ points has been determined a successful bid.

Consequently, you are encouraged to submit to [*name and address of the contracting authority and contact reference*] the contract security, as provided in the Tender Documents within _____ days upon receipt / publication of this notice.

In case of non-compliance with such request, or if you withdraw from the contract signing, your bid security will be seized as provided for in Article 49, Law No. 9643, dated 20.11.2006 “On Public Procurement”, as amended.

Award Notice published on _____

Complaints: yes or no _____

(If any) answer received on _____

[Head of Contracting Authority]

Appendix 17

[Appendix to be filled in by Contracting Authority under the Framework Agreement]

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

[Date]

To: [Name and address of successful economic operators]

1. _____

2. _____

3. _____

* * *

Procurement procedure: _____

Procedure/lot reference number:

Short description of the contract: *[Quantity, scope, duration of the contract, etc.]*

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

Winner selection criteria: most economically advantageous bid lowest price

We notify that the following bidders have participated in the procedure with the total sum of prices per unit offered/respective values offered:

1. _____

Full name of the company

TIN number

Total sum of prices per unit offered/value _____

(in numbers and words)

2. _____

Full name of the company

TIN number

Total sum of prices per unit offered/value _____

(in numbers and words)

Etc.____

The following bidders have been disqualified:

1. _____

Full name of the company

TIN number

2. _____

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Full name of the company

TIN number

Respectively for the following reasons:

* * *

In reference to the above mentioned procedure, we hereby inform that the following economic operators have been identified as successful:

1. _____

Full name of the company

TIN number

Total sum of prices per unit offered/value _____/Total points awarded _____
(in numbers and words)

2. _____

Full name of the company

TIN number

Total sum of prices per unit offered/value _____/Total points awarded _____
(in numbers and words)

Etc.____

Consequently, you are invited to appear at *[name and address of the contracting authority and contact reference]*, before _____ days from the date of receipt / publication of this notice to conclude the draft agreement.

The Classification Notice was made on _____

Complaints: yes or no _____

(If any) answer received on _____

[Head of Contracting Authority]

Appendix 18

GENERAL CONTRACT TERMS Works – Open Procedure

Article 1: The scope

- 1.1 These General Contract Terms (GCT) shall apply in the delivery of Works procured in line with the legislation on procurement.
- 1.2 The law on Public procurement in the Republic of Albania provides that the provisions of the Albanian Civil Code shall apply to public procurement contracts. Some provisions of the Civil Code have been re-formulated in the GCT, with the view of enhancing the transparency of the contract terms. However, quoting some of the provisions here shall in no way deny enforcement of other provisions of the Civil Code of this contract.
- 1.3 Similarly, some provisions of the Law on Public Procurement have been re- formulated in the GCT, with the view of enhancing the transparency of the law regulating public procurement. However, quoting some of the provisions here shall in no way deny enforcement of other provisions of the Law on Public Procurement regarding the rights, duties and obligations of the parties.
- 1.4 The GCT shall apply to the extent that it does not avoid the terms and provisions stipulated in other parts of the contract.
- 1.5 The contract terms shall include as well the Special Contract Terms (GCT). If there is a conflict between the GCT and the GCT, the GCT shall prevail over the GCT.

Article 2: Definitions

- 2.1 “Total bill of quantities” shall refer to work volumes given for a project, which are for orientation purposes, completed by the defined total price that is part of the Bid in a turnkey contract.
- 2.2 “Bill of quantities per unit” shall refer to work volumes given for a project, accompanied by fixed prices per unit that are part of the Bid in a measured works contract.
- 2.3 “Works completion deadline” shall refer to the date when works will be completed, as indicated in the Works Completion Schedule, verified by the procuring entity.
- 2.4 “Contract” shall refer to the written agreement signed between the Contracting Authority and the contractor and it shall be composed of the bidding documents, including the GCT and the GCT, all appendices and forms duly completed, and all other documents included in the reference of each document.
- 2.5 “Contract price” shall refer to the price paid to the contractor under the contract for the complete and punctual execution of its contractual obligations.

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- 2.6 "Works completion" shall refer to the date when Works are completed, verified by the Contracting Authority.
- 2.7 "Defect" shall refer to any part of the unfinished Works in accordance with the contract.
- 2.8 "Effective Date" shall refer to the date that the Contracting Authority allows the contractor to access the construction site.
- 2.9 "Commencement Date" is included in the contract and shall refer to the date when the contractor will begin the construction works. If this is not done, "Commencement date" shall be the day when any prepayment will be done.
- 2.10 "Equipment" shall refer to the contractor machines and tools brought temporarily to the construction site to implement the works.
- 2.11 "Materials" shall refer to all supplies, including consumables used by the contractor to perform the work.
- 2.12 "The contract scope" shall refer to all Works that the contractor shall ensure in line with the terms of the contract.
- 2.13 "Party/ies" shall refer to the contract signatory parties.
- 2.14 "Project Manager" shall refer to the person appointed by the Contracting Authority, who shall be responsible for the contract administration on behalf of the Contracting Authority.
- 2.15 "Contracting Authority" shall refer to the Contracting Authority which is part of this contract, and which is in charge of contracting the works that are the scope of this contract. This term, whenever used, shall have the same meaning as that defined in the law.
- 2.16 "Construction site" shall refer to the place where works will be performed.
- 2.17 "Inspection report of the construction site" shall refer to documents that are part of the tender documents, which reflect or interpret factual information about the conditions of the surface and the subsoil of the site.
- 2.18 "Subcontractor" shall refer to any natural or legal person, or any kind of combination of them, who supplies works, equipment or materials on behalf of the contractor.
- 2.19 "The contractor" shall refer to the natural or legal person that is party to this contract and in line with the provisions of this contract shall ensure the delivery of the Works.
- 2.20 "Technical Standards" shall refer to the specifications approved by a recognized body for standardization for continued or repeated implementation. Such standards are used as rules, regulations or definitions of characteristics to ensure that materials and services are processed on purpose.
- 2.21 "Construction of the site" shall refer to the temporary construction works, constructed and installed, that are necessary for the implementation of works.

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- 2.22 “Works” shall refer to what the Contracting Authority requires from the contractor: digging, build, repair, renovate or install as provided in the tender documents including services related to them, also defined in the tender documents.

Article 3: Drafting of the contract

- 3.1 Announcing the winning bid shall serve for the contract formulation between parties, which shall be signed by the deadline expressed in the tender documents.
- 3.2 The contract shall be confirmed upon signature of the contract document, sanctioning the agreement of all parties.

Article 4: Corrupt practices, Conflict of Interest and auditing of minutes

- 4.1 The Contracting Authority may address the court to declare a contract invalid if it finds out that the contractor has been involved in corrupt actions. Corrupt actions shall include actions stipulated in Article 26 of the Law on Public Procurement.
- 4.2 The contractor shall not have any (present or past) relations with any consultant or entity that has participated in the formulation of the bidding documents for this procurement.
- 4.3 The contractor shall allow the Contracting Authority to inspect its accounts and records related to the contract implementation or audit them through auditors appointed by the Contracting Authority.

Article 5: Confidential information

- 5.1 The contractor and the Contracting Authority shall keep all documents, data and other information delivered by the other party related to the contract as confidential.
- 5.2 The contractor may give the sub-contractor documents such as: data or other information that he receives from the Contracting Authority to the extent that the sub-contractor can do his job according to the contract. In such a case, the contractor shall include in his contract with the subcontractor a privileged information provision, as stipulated in Paragraph 5.1 above mentioned.

Article 6: Intellectual property

- 6.1 Except for the cases when the contract provides for otherwise, all intellectual property rights ensured by the contractor during the contract implementation shall belong to the Contracting Authority that can use them as it may deem fit.
- 6.2 Except for the cases when the contract provides for otherwise, upon contract completion, the contractor shall submit to the Contracting Authority all reports and data, such as: maps, diagrams, drawings, specs, plans, statistics, calculations and support records or materials gained, collected or prepared by the contractor during the contract implementation. The contractor may keep copies of these documents and data, but it shall not use them for purposes unrelated to the contract, without the prior written consent of the Contracting Authority.

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- 6.3 The contractor shall ensure the Contracting Authority that it is devoid of any responsibility for violation of intellectual property rights that may arise from the use of materials, sketches, or any other property, according to the contract.
- 6.4 In case of any claim or suit filed against the Contracting Authority regarding any violation of the intellectual property due to the contract implementation or the use of materials, sketches, or any other protected property supplied according to the contract, the contractor shall supply the Contracting Authority with all evidence and information in possession of the contractor related to the suit or claim.

Article 7: Origin of materials

- 7.1 There shall be no restriction/limitation on the origin of the materials, except for those that may be established in any Resolution of the UN General Assembly.
- 7.2 The contractor may be obliged to certify the origin of the materials used.
- 7.3 For verification purposes, “origin” shall mean the place where the materials have been extracted, joined or manufactured. Materials shall be considered to have been manufactured when, through manufacturing, processing or sufficient mounting of components, a new trade recognized product is produced and it is sufficiently different in its basic characteristics or scope or use from its components.
- 7.4 The origin of goods is distinguished in terms of the nationality of the contractor or subcontractor that supplies the materials.

Article 8: Decisions of Project Manager

- 8.1 The Project Manager shall make decisions about contract issues between the Contractor and the Contracting Authority.
- 8.2 The Project Manager may delegate any of his duties and responsibilities to other parties, except for conflict and dispute resolution. The Project Manager shall notify the Contractor for such confirmed or revoked delegations.

Article 9: Communication

- 9.1 Any communication between parties shall be in writing.

Article 10: Collaboration in the construction site

- 10.1 The contractor shall cooperate and share the site with other firms, public authorities, public services and the Contracting Authority as required and defined in the schedule of implementation of works.

Article 11: Responsibility of the Contracting Authority

- 11.1 The Contracting Authority shall have the responsibility to compensate the contractor for damages to the equipment of the contractor to the extent related to actions by the fault of the

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Contracting Authority or projects of the Contracting Authority, unless the latter had errors that might have been found easily by the contractor.

Article 12: Construction Site and its Conditions Inspection Report

- 12.1 The Contracting Authority shall not be liable for the conclusions or interpretations made in the construction site inspection report.
- 12.2 The Contractor shall accept that it has taken all the necessary steps to verify the nature and location of Works, and that it has inspected and complies with the general and local conditions that might affect Works performance or cost.

Article 13: General contractor obligations

- 13.1 The contractor shall perform and finish the works in accordance with the technical specifications set out in the tender documents.
- 13.2 The contractor shall not be responsible for mistakes in the project, data, plan or other aspects of the technical specifications provided by the Contracting Authority, except where the error was so obvious that the contractor should have noticed and should have notified it to the Contracting Authority.
- 13.3 The codes and standards that will apply shall be stated in the tender documents. If during the execution of the contract, changes to the implementation of the codes or standards are made, these changes shall be implemented only after being approved by the Contracting Authority.

Article 14: Execution of Works

- 14.1 The contractor shall begin the execution of the contract as soon as it signs it and shall finish the works within the date.

Article 15: Construction of the Site

- 15.1 The Contractor shall be responsible for the construction of the site project.
- 15.2 The Contractor shall submit all the plans for the construction of the site to the Project Manager for review and approval.

Article 16: Technical and Environmental Security

- 16.1 The contractor shall be responsible for the safety of all activities on the construction site.
- 16.2 The contractor shall secure the construction site so as to minimize environmental damage. For example, he shall save energy, water and other resources, reduce loss and minimize the use of substances impoverishing the ozone, greenhouse gases, dangerous organic compounds and other substances that damage health and the environment.

Article 17: Discoveries

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17.1 Anything of historical interest or of significant value unexpectedly discovered on the site shall be declared to act in conformity with the legislation in force. The contractor shall notify the Project Manager of such discovery and shall follow the instructions of the Project Manager for the procedures to administrate it.

Article 18: Availability of the construction site

18.1 The Contracting Authority shall make possible the availability of the construction site to the contractor on the date mentioned in the tender documents. If the availability of any part of the site is not given at the same date as provided in the tender documents, it shall be considered that the Contracting Authority has delayed the start of the contract, and the contractor shall be entitled to seek an amendment to the contract to postpone the expiration date. The Contracting Authority and the contractor shall keep records of the date of access to the site.

Article 19: Implementation Schedule Reporting

19.1 Once the contract is signed, the Contractor shall submit to the Project Manager a schedule indicating the general methods, regulations, orders, deadlines and critical roads for Works-related activities.

19.2 In regularly scheduled intervals, as approved by the Project Manager, the Contractor shall prepare reports presenting the progress achieved for each activity and the effects of the progress in the remaining works, including every change to the sequence of activities.

Article 20: Timely Warning

20.1 The Contractor shall warn the Project Manager as soon as possible of specific events or circumstances that may occur in the future, or that may have a negative impact in contract execution, including quality of works and delays.

Article 21: Quality Control

21.1 The Contractor shall be fully responsible for the quality control and contract execution.

21.2 Once the contract is signed, the Contractor shall submit a plan on the quality control of activities under the contract execution to the Project Manager.

21.3 The Project Manager shall check the Contractor's work and notify the Contractor of potential defects.

21.4 Whenever a notification for defects is received, the Contractor shall correct the defects within the deadlines defined in the notification.

Article 22: Uncorrected Defects

22.1 If the Contractor has not corrected a defect within the deadline specified in the notification for defects submitted by the Project Manager, the latter shall calculate the costs of defect correction and such amount shall be withheld from any payment to be made to the Contractor, until the defect is corrected. The failure to correct the defect within a reasonable deadline may

result in contract termination due to failure of fulfilling contractual obligations in favor of the Contracting Authority.

Article 23: Responsibilities of the Contracting Authority

- 23.1 From the commencement date to the Full Completion Deadline, the Contracting Authority shall be responsible for:
- (a) personal injuries, death or property damage due to neglect or interference, even legal, from the Contracting Authority or any other person employed/contracted by the Contracting Authority, except for the Contractor.
 - (b) damages to Works, materials and equipment to the extent that they are related to the Contracting Authority's fault or its project.

Article 24: Responsibilities of the Contractor

- 24.1 From the commencement date to the Completion Deadline, the Contractor shall be responsible for personal injuries, death or property damage, and other damages caused to other properties that are not covered by the Contracting Authority under Article 23.

Article 25: Insurance

- 25.1 The Contractor shall insure the facility, under the collective names of the Contracting Authority and the Contractor, from the date of entering into the construction site to the full completion deadline, based on the amounts indicated in GCT for the loss or damage of works, equipment, materials; loss or damage of the construction site or other properties on the construction site, and personal injuries or death of third parties.
- 25.2 The insurance policy shall be submitted to the Project Manager for approval within 30 days upon the announcement of the bid winner. This insurance shall cover the required compensation for the caused damage or loss. If the Contractor fails to secure the insurance policy, the contract shall be deemed cancelled. However, the Contracting Authority may decide to extend the period of submitting the insurance policy or shall secure the insurance himself and subtract its cost from the payment made to the Contractor.
- 25.3 The insurance terms shall not change without the prior approval of the Contracting Authority.

Article 26: Testing and Inspections

- 26.1 The Contractor shall perform all the tests and inspections required by the contract provisions. The cost of such tests and inspections shall be totally financed by the Contractor, covered in the contract price.
- 26.2 The Contracting Authority, with its own expenses, shall have the right to pursue tests and/or inspections. If materials are manufactured or prepared in different countries from that of the Contractor, the latter shall secure a permit for the Contracting Authority to follow such tests and inspections.
- 26.3 The Contracting Authority may also request the Contractor to perform additional tests or inspections not foreseen in the contract, but that are necessary to verify that the Works are

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being conducted in line with the contract specifications and terms. The Contracting Authority shall be liable for the cost of such tests. In addition, if such tests interrupt the Contractor's work progress, the Contracting Authority shall agree to modify the schedule.

- 26.4 The Contracting Authority shall reject any work that fails the test and/or inspection, or that does not comply with technical specifications and terms required for the contract execution.
- 26.5 Neither the performance of tests, nor the inspection of works shall release the Contractor from any guarantee or other obligation under the contract.

Article 27: Guarantees

- 27.1 The Contractor shall guarantee that tangible materials are new, unused and of latest models, and that they incorporate the latest upgrades into the project or materials, except when otherwise provided for in the contract.
- 27.2 With the exception of any provision in the contract or by law, the Contractor shall guarantee that materials are free of defects caused by any action or omission of the Contractor, or caused by the design, materials or works performed below the normal conditions of use, with regards to conditions prevailing in Albania.

Article 28: Contract Price

- 28.1 The prices of the Contractor for the Works performed under the contract shall not change from the prices indicated by the Contractor in its bid.

Article 29: Payment Conditions

- 29.1 The contract price, including advances, shall be paid as specified in the contract.
- 29.2 With the exception of cases when provided for by another provision of the contract, the payment shall be made in the Albanian currency. The exchange rate of different currencies shall be the exchange rate of the Bank of Albania on the day when the contract notification is sent for publication and it shall be indicated in the contract.
- 29.3 Except when otherwise provided for in the contract, the Contractor shall have to right to receive periodic payments during the project implementation progress. The periodic payments chart will be scheduled in the GCT. When a determined payment is made, the Contractor shall submit a declaration on the monthly situation to the Project Manager, declaring that the plan has been met according to the schedule. Such declaration shall also indicate the value of executed works, subtracting the previously verified accumulated value, as well as the amount of unpaid advances and any amount withheld until the correction of any defect.
- 29.4 The Project Manager shall control the works executed by the Contractor and shall verify the amount to be paid to the Contractor, within 20 days upon the date that the Contractor submits its declaration to the Project Manager.

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- 29.5 Except when otherwise provided for in the contract, the periodic payment for the Works shall be made within 30 calendar days from the date that the implementation schedule progress is verified by the Project Manager.
- 29.6 The payment date shall be the day when funds are disbursed from the Contracting Authority's account.

Article 30: Delays in Payments

In case of a verification of delays in payments by the Contracting Authority, even though the Contractor has met all its obligations under the contract terms, the late payments and respective late fees shall be made in line with the stipulations of Law No. 48/2014 "On Late Payments in Commercial and Contractual Obligations".

Article 31: Amendment of legislation and rules

If after the date of the contract signature, any part of legislation, regulation, order, or procedure with a legal impact in the Republic of Albania becomes effective, is issued or amended and has an impact on the contract terms, including the delivery date or the contract price, the terms shall be regulated to the extent that the contractor has been influenced in the accomplishment of its contractual obligations.

Article 32: Force majeure

- 32.1 The contractor shall not be liable for the loss of the contract security; any liquidated damage or the suspension for non-fulfillment, if and to the extent that the delay in the implementation or any other failure in the accomplishment of the contract obligations is the result of force majeure.
- 32.2 For the purpose of this article "Force majeure" shall be understood to mean any event beyond the control of the contractor. Such events may include, but shall not be limited to, acts of the Contractual Authority, either in its sovereign capacity, or war, revolution, fire, floods, earthquakes, epidemics, quarantine restriction and transit embargos.
- 32.3 If there is a case of force majeure, the contractor shall immediately notify the Public Purchaser. Except when the Contracting Authority provides instructions otherwise, the contractor shall continue to adhere to its contractual obligations until when it is practically possible, and shall seek all reasonable means for the implementation that are not prevented by the force majeure.

Article 33: Delays in Implementation and Deadline Extension

- 33.1 Except when otherwise provided for, the Contractor shall start the contract execution once it has been signed.
- 33.2 Except when the Contracting Authority agrees for a contract deadline extension, it shall have the right to request compensation for damages caused by delays in implementation, if the

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Contractor fails to hand over the works within the Complete Handover Deadline outlined in the contract.

- 33.3 The Contracting Authority may deduct the amount of liquidated damages that have to be paid from the amount of payment made to the Contractor. In that case, the Contracting Authority shall notify the Contractor in writing for the amount and the reason of deduction.
- 33.4 The Contracting Authority shall agree for a deadline extension in case of Force Majeure.
- 33.5 The Contracting Authority may agree for a deadline extension even in other circumstances if it is to the benefit of the public interest. If the Contractor encounters conditions that hinder the timely implementation, the Contractor shall immediately notify the Contracting Authority in writing for the delay, the cause and date proposed for the handover or completion. The Contracting Authority shall address the request. If the Contracting Authority agrees to the delay, the extension shall be effective by a written amendment to the contract signed by the Contracting Authority and the Contractor.

Article 34: Liquidated Damages for the Late Completion of Works

- 34.1 The liquidated damages for the late completion of Works shall be calculated based on the following daily fees:
- a) For contracts with an implementation period no longer than 6 months, the daily fee shall be 4/1000 of the remaining corresponding unimplemented value of the total price of the contract, but it shall be calculated at a minimum value of over 25% of the contract value.
 - b) For contracts with an implementation period no longer than 12 months, the daily fee shall be 2/1000 of the remaining corresponding unimplemented value of the total price of the contract, but it shall be calculated at a minimum value of over 25% of the contract value.
 - c) For contracts with an implementation period longer than 12 months, the daily fee shall be 1/1000 of the remaining corresponding unimplemented value of the total price of the contract, but it shall be calculated at a minimum value of over 25% of the contract value.

Article 35: Negotiations and amendments

- 35.1 Parties shall not negotiate changes or amendments to any contract conditions that may significantly change basic contractor selection conditions.
- 35.2 No amendment or other variation of the contract shall be considered valid unless it shall be in writing, dated, referring expressly to the contract and signed by an authorized representative of the contractor and the Contracting Authority.
- 35.3 Any waiver of rights, powers or corrections made by the parties under the contract shall be in writing, dated and signed by an authorized representative of the waiving party and shall state the right being waived and its extent.

Article 36: Modification of Order

- 36.1 The contract conditions shall not be subject to renegotiation and amendment following its entry into force, except when it shall be specifically permitted and provided for in the contract

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conditions. Any contract amendment shall be in writing and signed by the Contracting Authority and the contractor.

- 36.2 Additional constructions may be ordered only under the circumstances specified in the PPL, provided that the additional value to the original contract price shall not exceed 20% of the original contract price.
- 36.3 The Contracting Authority may, at any time, order the contractor to make changes within the general purpose of the contract to any of the following elements:
- a) Corrections to the project, drawings and specification of Works
 - b) Corrections to materials
 - c) Corrections to quantities
- 36.4 Prior to requesting any changes, the Contracting Authority and the contractor shall agree on any contract price increases or decreases and/or any changes to the schedule of implementation or completion that are due to the change. The modified order shall materialize the agreement amendments. The Contracting Authority shall not be entitled to raise claims regarding compliance with the ordered change, except for the arrangements provided in the agreement amendments.
- 36.5 The modification of the order shall be invalid unless formalized in accordance with the requirements of Article 35 of these general terms herein.

Article 37: Bill of Quantities per Unit or Total

- 37.1 The Contract shall include a Total Bill of Quantities should it be a total amount contract, or a Bill of Quantities per Unit should it be a unit price contract. Should it be a unit price contract, the bill of quantities per unit shall include the item volumes for construction, installation, testing and commissions performed by the contractor.
- 37.2 The Bill of Quantities per Unit shall be used to calculate the contract price. The Contractor shall be paid for the quantity performed based on the fee in the Bill of Quantities per Unit for each item of works.

Article 38: Construction completion and undertaking

- 38.1 The contractor shall request the Project Manager to issue a Works Completion certificate and the Project Manager shall issue it upon deciding that the Works have been fully completed.
- 38.2 Should the project manager conclude that the Works have yet to be fully completed, the project manager shall provide written instructions to the contractor specifying the items of works or activities to be completed before the certificate is issued.
- 38.3 Should the project manager find defects in the Works, the project manager shall notify the contractor in writing specifying the defects to be corrected before the certificate is issued.

Article 39: Termination of Contract due to Non-fulfillment

- 39.1 The Contracting Authority shall have the right to fully or partly terminate the contract, in case:

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- a) the contractor fails to perform the Works within the period stated in the contract or within the given extension; or,
- b) the contractor fails to perform any other obligation of the contract.

39.2 The Contracting Authority shall give the contractor written notice on the termination for non-fulfillment and shall provide the contractor 15 days to remedy the non-fulfillment, excluding cases when the termination shall be due to corrupt or illegal acts, which shall result in immediate termination.

39.3 All materials, the Construction of the Site and the completed Works shall become the property of the Contracting Authority should the contract termination be due to the non-fulfillment of its conditions.

Article 40: Termination due to bankruptcy

40.1 The Contracting Authority may terminate the contract at any time, if the contractor goes bankrupt or is not able to pay.

40.2 The Contracting Authority shall notify the contractor in writing about such termination.

Article 41: Termination due to public interest

41.1 The Contracting Authority may terminate a contract at any time if it deems that this action is taken for the benefit of the public interest.

41.2 The Contracting Authority shall give written notice to the contractor about the termination.

41.3 The Contracting Authority shall pay the contractor for all accepted works delivered prior to the said termination, and shall pay to the contractor any damages caused for partial performance of works. In the calculation of the damage amount, the contractor shall be required to take all necessary actions to minimize damage.

Article 42: Subcontracting

42.1 A subcontract shall be considered valid only if it is as a written agreement, through which the contractor assigns a third party to perform part of the contractor's contract obligations.

42.2 The contractor shall not subcontract without the prior written approval of the Contracting Authority. The contractor shall notify the Contracting Authority about the contract elements that will be subcontracted and the documentation that demonstrates the subcontractor's capability. The Contracting Authority shall notify the contractor regarding the decision within 5 days following notice receipt, and shall provide the reasons for the approval or rejection.

42.3 Every subcontractor should have the right to participate in the public procurement pursuant to the Public Procurement Law. The Contracting Authority may foresee direct payments to the subcontractor for the works to be performed.

42.4 The contractor shall be fully responsible for the contract implementation, regardless of the subcontractor's behavior.

Article 43: Transfer of rights

43.1 The contractor shall not, fully or partially, transfer its obligations under the contract, except with the prior written approval of the Contracting Authority.

Article 44: Contract Security

44.1 Prior to signing the contract, the contractor shall submit the contract security to the Contracting Authority in the amount and form required.

44.2 The contract security amount shall be paid to the Contracting Authority in the form of compensation for any loss as a result of the contractor's failure to fulfill the obligations stipulated in the contract.

44.3 The contract security shall be returned to the contractor no later than 30 days after the works takeover date. However, five (5) percent of the security shall be kept until the satisfactory completion of the guarantee obligations.

Article 45: Legal basis

45.1 The contract shall be regulated and interpreted according to the legislation in effect in the Republic of Albania.

Article 46: Dispute resolution

46.1 The Contracting Authority and the contractor shall make every effort to settle their disputes or conflicts between them or related to this agreement through direct negotiations.

46.2 If parties fail to settle the dispute or conflict, then they shall address the dispute resolution according to the contract and legal procedures in effect, in line with the national legislation.

Article 47: Parties' representation

47.1 Each party shall appoint in writing a person or organizational structure that will be responsible, on behalf of the party, to handle communication and represent the party on issues related to the contract enforcement.

47.2 Each party shall notify the other party immediately about any change in the appointed representative of the party. If one party fails to notify the other party, it shall be liable for any loss caused by the failure to give sufficient notice.

47.3 Parties may appoint additional persons or organizational structures to represent the party in actions or specific activities, in which case the written notice shall be given and shall determine the extension of the representative authority.

Article 48: Notification

48.1 Each notification made from one party to the other, in line with the contract, shall be in writing, to the address specified in the contract.

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48.2 The notification shall be effective upon its delivery.

Article 49: Deadline estimates

49.1 All references to days shall be in calendar days, except when provided for otherwise.

Appendix 19

[To be completed by the Contracting Authority]

**SPECIAL CONTRACT TERMS
Works – Open Procedure**

The Special Contract Terms shall complete the General Contract Terms (GCT). If there is a conflict between the GCT and the GCT, the GCT shall prevail over the GCT.

Article 1: Definitions

1.1 The Contracting Authority shall be _____

1.2 The Contractor shall be _____

Article 2: Contract Security

2.1 The Contract Security in the amount (*10% of the bid value*) shall be provided by the contractor to ensure the execution of its obligations under the contract.

2.2 The Contract Security shall be issued or returned immediately to the contractor under the following schedule: _____

Article 3: Project Manager

3.1 The Project Manager shall be: _____

3.2 Address / Contact point: _____

Article 4: Construction site

4.1 The construction site shall be (description of address where the works shall be implemented):

Article 5 Commencement Date

5.1 The contractor shall be granted permission to access the site on: _____

Article 6: Insurance

6.1 From the Effective Date until the Completion Deadline, the contractor shall hold insurance covering the amount of up to:
a. For damages to or losses of Works and Materials: _____

- b. For damages to or losses of the Equipment: _____
- c. For damages to or losses of property that is not Works, Materials or Equipment: _____
- d. For personal injury or death of persons on the site: _____

Article 7: Inspections and Testing

7.1 Inspections and testing prior to verifying completion of Works shall include: _____

Article 8: Type of Contract

- 8.1 This contract shall be valued as a
- Unit Price Contract based on the unit prices listed on the Bill of Quantities per Unit
 - Total Amount Contract

Article 9: Payment Schedule

- 9.1 Payments shall be made according to the following schedule: _____

- 9.2 Payment for Works shall be made within _____ days from the date that the contractor submits a document stating that the payment objective has been achieved, which shall be subject to the document confirmation by the project manager. If not specified, the time period shall be 30 days.
- 9.3 The payment currency shall be _____. If not specified, the payment shall be made in Albanian Lek.

Article 10: Prepayment

- 10.1 The prepayment percentage shall be _____. If not specified, the contractor shall not receive a prepayment.
- 10.2 In case a prepayment has been promised, it shall be paid within _____ days from the contract security receipt.
- 10.3 Should the prepayment be given, its amount shall be subtracted from the payment to be given to the contractor, according to the following formula: _____

Article 11: Related Services

11.1 The following special terms shall be implemented for the payment of related services.

Article 12: Subtraction of contract guarantee

12.1 Should a periodic subtraction of the contract guarantee be foreseen, it shall be done as follows:

If not specified, the guarantee shall remain the same.

Appendix 20

[Letter with Bank]

[Appendix to be presented by the Economic Operator]

CONTRACT SECURITY FORM

[Date _____]

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

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

Procurement procedure: *[Type of procedure]*

Short description of the contract: *[scope]*

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

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

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

We undertake to transfer to the account of *[name of contracting authority]* the insured amount, within 15 (fifteen) days from your first simple written request, without requiring explanations, provided that the request mentions the non-fulfillment of conditions the contract.

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

[Bank]

Appendix 21

COMPLAINT FORM TO THE CONTRACTING AUTHORITY

Complaint to: Contracting Authority

Section IX. Complainant Identification

The complainant may be a bidder or a potential bidder (for example, as an individual, in partnership, in cooperation, in a consortium).

Full name of the complainant (please insert)

Address

City

Country

Postal Code/ZIP Code

Telephone No. (include the area prefix)

Fax No. (include the area prefix)

E-mail

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

Sign of the authorized official

Date (year/month/day)

Telephone No. (include the area prefix)

Fax No. (include the area prefix)

Section II. Procedure information

1. Identification number

Fill in the number of contract in the contract notice or in the tender documents, including the type of procedure used for the procurement in question (i.e. Request for Proposals (RFP), Open Procedure (OP), Limited Procedure (LP), Negotiation Procedure (NP), Consultancy Service (CS), Design Competition (DC)).

2. Contracting authority

Name of the contracting authority that administers the procurement process.

3. Estimated Procurement Value

Calculation of contract value (amount expressed in numbers and in words)

4. Scope of Contract

Brief description of the works/goods/services purchased

5. Final deadline for bid submission

Final deadline for bid submission.

Date (year/month/day)

6. Date of Awarded Contract Notice

Date (year/month/day) if applicable

Section III. Complaint description

1. Legal basis of complaint

(write the law infringement, based on decisions, actions, documents, etc.)

2. Detailed declaration of Facts and Arguments

Provide a detailed declaration on facts and arguments that support your complaint. For every complaint reason, state the date you were notified on the facts related to the complaint reasons. In addition, state the respective sections of the tender documents, if implemented. If needed, use additional pages.

3. List of Appendices:

*For a complaint to be considered submitted, it must be complete. Attach a readable copy of all documents related to your complaint and a list of all of the previously mentioned documents. Documents should normally include **any notice published, all tender documents with all amendments, Appendices, and your proposal**. State which of the documents are confidential, if any. Explain why each document is such, or submit a version of the respective documents with the removed confidential sections and a summary of the content.*

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

Note: For complaints to the Public Procurement Commission, refer to the Complaint Form put out by this institution.

Fax No.:

E-mail:

Signature and seal of the applicant

Appendix 22

[Not Applicable for this Tender]

**DRAFT FRAMEWORK AGREEMENT
(DEFINING ALL TERMS)
FOR WORKS/GOODS/SERVICES**

[Use of this draft agreement is binding on all contracting authorities using the framework agreement)

No. __

DATE:

This contract is concluded on *[date]* between *[name and address of the Contracting Authority]*, hereinafter referred to as the “Contracting Authority” and *[name and address of Contractor]* represented by *[representative]*, hereinafter referred to as the “Contractor”.

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

- This contract
- Bid Declaration Form submitted by the Bidder
- Technical specifications
- Bid Price Form

All the present attached documents shall constitute an integral part of the present contract.

Article 1 Scope

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

[general description]

1.2 The framework agreement shall be implemented through dispatching the invitations to tender to economic operators participating in the agreement. For instance, whenever the Contracting Authority involved in this agreement buys items under this contract, he shall submit an “invitation to tender” to the Contractor, specifying the list with items for supply with their relevant quantities.

1.3 The quantities foreseen are only guiding quantities and shall not condition the Contracting Authority to acquire them. The Contracting Authority shall have the right to buy less or more quantity than that indicated.

1.4 The Contractor shall not be entitled to compensation and shall not be allowed to make changes to the unit price, for instance in case the contracting authority decides to purchase fewer or

more quantities than those specified and/or in case the contracting authority decides not to purchase any of these quantities for some items.

1.5 Duration of the framework agreement:

Article 2 Price

2.1 Prices per unit of works/goods/services are shown in the Bid Price Form.

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

Signatures and Dates

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

Appendix 23

[Not Applicable for this Tender]

DRAFT FRAMEWORK AGREEMENT

**(NOT ALL TERMS DEFINED)
FOR WORKS/GOODS/SERVICES**

Name of Contracting Authority,

And

Name of Contractor

Agree as follows:

To sign this framework agreement to supply: < put title > with identification number: < *put Procurement number* >

Article 1 Scope

1.1 The scope of this framework agreement shall be to set the rules for contracts which shall be connected through the mini-competition process only between economic operators who are party to this framework agreement.

1.2 This framework agreement shall not constitute a contract in itself, but shall set the conditions for the contracts that will be signed based on it.

1.3 The Contractor shall be only one of the parties in the framework agreement.

Article 2 Obligations of the Parties

2.1 The Contracting Authority, as a party to this agreement, shall send a “Bid Invitation” whenever there is a need for works/goods/services.

2.2 The Contractor shall be obliged to submit a bid whenever required by the Contracting Authority

Article 3 Contracts pursuant to the framework agreement

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

Article 4 Mini-competition process

4.1 The mini-competition process shall be conducted with all economic operators party to the framework agreement, whenever there will be a need for works/goods/services for Contracting Authorities.

4.2 The Contracting Authority shall re-open the competition under the same conditions or other conditions set in the bid invitation, as defined in the tender documents.

4.3 Whenever there is a need for works/goods/services, the Contracting Authority shall prepare a bid invitation and send it to all economic operators who are part of the framework agreement. The bid evaluation shall be done according to the criteria specified in the Bid Invitation.

Article 5 Duration of the framework agreement

Signatures and Dates

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

Appendix 24

[Appendix to be filled in by the Contracting Authority]

SIGNED CONTRACT NOTIFICATION FORM

Section I Contracting Authority

I.1 Name and address of the Contracting Authority

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

I.2 Type of Contracting Authority:

Central Institution	Independent Institution
<input type="checkbox"/>	<input type="checkbox"/>
Local Government Unit	Other
<input type="checkbox"/>	<input type="checkbox"/>

Section 2 Scope of the Contract

2.1 Procedure/lot reference number _____

2.2 Type of “Public Services Contracts”

Design Competition	Consultancy Services	Other services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.2.1 Contract based on the Framework Agreement

Yes No

If yes, type of Framework Agreement

With 1 Economic Operator

With several Economic Operators

All terms defined

Yes No

2.3 Short description of the contract

Limit fund _____

2. Source of Funding _____

3. Scope of the contract / framework agreement _____

2.4 Duration of contract or deadline for execution:

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

or

Starting from to completion on

2.5 Division into LOTS:

Yes No

If yes, number of LOTS:

2.6 Options:

Number of possible renewals (if any):

or: from to

2.7 Subcontracting:

Yes No

Section 3 Procedure

3.1 Type of procedure: Consultancy Service

3.2 Winner selection criteria:

The best bid based on:

Price Technical proposal

3.3 Number of submitted requests: □□□□□ Number of regular requests: □□□□□

3.3.1 Number of submitted proposals □□□ Number of regular proposals□□□

Section 4 Contract Information

4.1 Contract number _____ Date of Contract □□/□□/□□□□

4.2 Name and address of contractor

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

4.2.1 Name and address of subcontractor/s

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

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

Amount _____
(VAT excluded) Currency _____

Amount _____
(VAT included) Currency _____

4.3.1 Total amount of **subcontracting**: _____

Amount _____
(VAT excluded) Currency _____

Amount _____
(VAT included) Currency _____

4.4 Complementary information

Date of dispatch of this notice □□/□□/□□□□

Appendix 25

[Appendix to be filled in by the Contracting Authority for publication on the Public Notices Bulletin]

1. Name and address of the contracting authority

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

2. Type of procedure: _____

3. Procedure/lot reference number _____

4. Scope of the contract/ framework agreement _____

5. Limit fund _____

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

Amount _____ (VAT included) Currency _____

Amount of subcontracting _____ (VAT included) Currency _____

7. Date of contract signing _____

8. Name and address of contractor/subcontractor

Name _____
Address _____
TIN No. _____

Appendix 26

CANCELLATION NOTIFICATION FORM

1. Name and address of the contracting authority

Name _____

Address _____

Tel/Fax _____

E-mail _____

Website _____

1. Type of procedure: _____

2. Reference no. _____

3. Scope of the contract _____

4. Limit fund _____

5. Cancellation reasons:

Pursuant to Law No. 9643, dated 20.11.2006 “On Public Procurement” as amended, Article 24,
paragraph 1:

a) ;

b) ;

c) ;

ç) ;

d) ;

dh) ;

Etc. _____

6. Additional information

Date of dispatch of this notice _