

**STANDARD TENDER DOCUMENTS FOR
PROCEDURE "CONSULTING SERVICE"¹**

***"Design study of the road axis Elbasan -
Lekaj Corridor 8"***

Fund limit: **83,139,834.24** ALL without VAT.

In Euro **739,809.88** EUR without VAT.

¹ **IN** in cases of concrete non-predictions in this set of documents, the contracting authority/entity will refer to the provisions of the legislation and public procurement rules in force.

NOTIFICATIONS

ADVANCE NOTICE OF INFORMATION/ PERIODIC NOTICE OF INFORMATION

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

1.1 Name and address of the Contracting Authority/Entity ;

Name _____

Address _____

1.2 Type of Contracting Authority/Entity :

Central institution

Independent institution

Unit of local authorities

Others

1.3 Category of Contracting Authority/Entity:

Contracting authority/entity that procures for
its own needs

Delegated

Central purchasing body

Others

1.4 Name and address of contact person :

Person(s) responsible for procurement: _____

Tel/fax _____

E-mail _____

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

1.6 Type of procurement procedure: _____

1.7 Type of contract : _____

1.8 Estimated limit fund for this contract/framework agreement/Estimated limit fund for this facility as planned in the budget forecast of the Contracting Authority/Entity (in the case of framework agreements or multi-year contracts):

1.9 Approximate duration of the contract/framework agreement:

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

1.11. Type of Framework Agreement, if applicable:

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

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

(To be completed by the Contracting Authority/Entity)

NOTICE OF CONTRACT

Section 1: Contracting Authority/Entity

1.1 Name and address of the Contracting Authority/Entity

Name:	Albanian road authority
Address:	"Ruga Sami Frashëri no. 33", Tirana
Phone/Fax:	+355 4 2234487
Email:	info@arrsh.gov.al
Website address:	www.arrsh.gov.al
Person/s responsible for procurement: (name, e-mail)	Brunild Daci brunild.daci@arrsh.gov.al

1.2 Type of Contracting Authority/Entity:

Central institution	Independent institution
<input type="checkbox"/>	<input type="checkbox"/>
Unit of local authorities	Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.3 Category of Contracting Authority/Entity:

Contracting Authority/Entity that procures for its own needs	Central purchasing body
<input type="checkbox"/>	<input type="checkbox"/>
Delegated	Others
<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

yes not

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

yes not

1.6 Contract reserved:

yes not

Section 2: Object of the Contract: "Study and Design of the road axis Elbasan - Lekaj Corridor 8"

2.1 Procedure/Lot(s) reference number: REF-69727-05-18-2023

2.2 Common Procurement Vocabulary (FPV) code: Design consultancy services 79415200-8

2.3 Type of Contract: "Consultancy Contract" - above the upper monetary limit (public procurement by electronic means)

2.4 Contract based on the Framework Agreement:

yes not

2.5 Type of Framework Agreement:

With an Economic Operator

With several Economic Operators

All conditions are set to Yes not

2.6 Framework agreement with an economic operator:

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

--

2.7 Kuder agreement with several economic operators:

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

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

--	--	--

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

2.10 Brief description of the contract / Framework Agreement:

1. Fund limit/expected contract value: **83,139,834.24** (eighty three million one hundred thirty nine thousand eight hundred thirty four point twenty four) **Lek without VAT**
In Euro **739,809.88** (seven hundred thirty nine thousand eight hundred and nine point eighty eight) **EUR without VAT.**
2. In the case when the procurement object consists of several items, **the sum of unit prices is** _____
3. Funding source: **State Budget**
4. Output code: **22AG701**
5. Type:

Investments **X** Code: **2302100** Value: **99,767,801**

Services Code: _____ Value: _____

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

Duration in months 22 or days

OR

Starts on ends on

2.11.1. Duration of the Framework Agreement:

<p>Duration in months : ____ or days: ____ (from the signing of the Framework Agreement)</p> <p>OR starts on ____/____/____ (d/m/y)</p> <p>ends on ____/____/____ (d/m/y)</p>
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2.12 Place of delivery of the object of the contract: "Road axis Elbasan - Lekaj Corridor 8"

2.13 Division into Lots:

yes not

****Relevant argumentation, attached to the Minutes.*

If yes,

2.14 Brief description of Lots:

(object and fund limit for each lot)

1. _____

2. _____

2.14.1 A bidder may apply for:

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

A separate offer must be submitted for each Lot.

2.14.2 Maximum number of Lots per bidder:

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

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

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

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

yes not

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

2.15 Variants are accepted :

yes not

2.15.1 Subcontracting is accepted :

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

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

The required bid security amount is **1,662,796.68** (one million six hundred sixty two thousand seven hundred ninety six point sixty eight) **Lek**

In Euro **14,796.20** (fourteen thousand seven hundred ninety six point twenty) **EUR**

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

Lot 1 _____ (*amount, currency*)

Lot 2 _____ (*amount of coins*)

3.1.2 The contracting authority/entity accepts the value of the bid insurance payment from the bidder, in monetary value in the account of the contracting authority/entity **Albanian Road Authority in no. of account 1006054**

3.1.3 The contracting authority/entity accepts the payment of value of the insurance of the offer by the bidder also in the form:

i. bank guarantee **X**

OR

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

3.2 Offer validity period: 150 (*expressed in days*)

Section 4: Procedure

4.1 Type of procedure: Consulting Service

This procedure includes two main stages:

Phase 1 – Expression of Interest and Prequalification (short list):

Candidates will submit the request for participation and the required documents in the Tender Documents. The Contracting Authority/Entity will review the documents submitted by the Candidates, and will evaluate whether this documentation meets the requirements set forth in the tender documents. Candidates who do not meet the qualification criteria are disqualified and notified immediately of this disqualification.

At the end of this phase, qualified candidates are shortlisted.

Phase 2 – Submission of proposals: The Contracting Authority/Entity sends an invitation to submit proposals to candidates who have qualified in Phase 1 (Shortlisted Bidders).

The final qualified proposals are reviewed and evaluated according to the relevant criteria by the Contracting Authority/Entity. The latter awards the contract to the Bidder who submitted the best evaluated proposal.

4.2. Prior/periodic notification of information is used:

yes not

If Yes, the reference number is _____

4.3 Re-announced procedure:

yes not

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

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

b) Procurement object of the canceled procurement procedure

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

4.4 Winner selection criteria :

The most economically advantageous offer, based on cost:

PRICE □ the 20s _

AND

Technical proposal points **80**

Technical Evaluation Criteria

MARKS

- | | | |
|-------|---|----------|
| (i) | Experience of Similar Consultant Work [1-10] _ | |
| (ii) | Proposed Methodology
(Technical approach and methodology, work plan, organizational ability) | [20-30] |
| (iii) | Qualifications of the Proposed Principal Staff | [20-50] |

(iv) Knowledge Transfer, (*if required*) [not required]

Note: the maximum points provided for the evaluation of this criterion (iv) will be added to the criterion "Qualifications of the proposed key staff".

4.5 Time limit for submitting and opening requests for participation :

Date: **21/06/2022** (d/m/v) at **09:30**

Site : www.app.gov.al.

the required documentation electronically on the APP's official website, www.app.gov.al.

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

4.6 Language(s) for drafting the proposal and request for participation :

Albanian **X** English **X**

Section 5: Additional information:

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

yes **not**

If yes

coins _____ **PRICE** _____

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

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

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

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

Date of delivery of this notice **18/05/2023**

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

INVITATION FOR PROPOSAL

(*indicate the name of the Contracting Authority/Entity*) invites for the submission of proposals in the procedure for the performance of the following services :

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

(give an accurate description of the requested services:

Place of performance of the service : (give a brief description) _____

Duration of service : _____

The proposal must be submitted to: _____

Deadline for accepting proposals:
.....
[Set date and time]

Criteria for determining the winning bid _____

Form of communication :

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

SHORT NOTICE OF CONTRACT

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

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

Name Albanian Road Authority
address "Ruga Sami Frashëri no. 33", Tirana
Tel/Fax +355 4 2234487
E-mail info@arrsh.gov.al
Website www.arrsh.gov.al

2. Type of procurement procedure: Consultancy Service – above the upper monetary limit
(public procurement by electronic means)

3. Procedure/Lot reference number: REF-69727-05-18-2023

4. Object of the contract / Framework Agreement: "Study and Design of the road axis
Elbasan - Lekaj Corridor 8"

5. Limit fund : 83,139,834.24 (eighty three million one hundred thirty nine thousand eight
hundred thirty four point twenty four) Lek without VAT

In Euro 739,809.88 (seven hundred thirty nine thousand eight hundred and nine point eighty
eight) EUR without VAT.

6. Duration of the contract/framework agreement or deadline for its implementation: 22
months

7. Deadline for submitting requests for participation: 21/06/2023 (d/m / y) **09:30**

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

PLANNING I
CONTRACTS IN THE FRAMEWORK AGREEMENT

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

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

(To be completed by the Contracting Authority/Entity)
NOTICE OF CHANGE OF TENDER DOCUMENTS

1. Name and address of the Contracting Authority/Entity

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

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

Name _____
E-mail _____

3. Type of procurement procedure: _____

4. Type of contract / Recipient of Quadruple clothing : _____

5. Reference number for the procedure / Lot: _____

6. Object of the contract / Framework Agreement: _____

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

8. Limit fund: _____

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

10. If the deadline for submitting requests for participation is postponed, note the new deadline: _____

Note:

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

(To be completed by the Contracting Authority/Entity)

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

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

Name _____

Address _____

Phone/Fax _____

E-mail _____

Website _____

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

Name _____

E-mail _____

3. Type of procurement procedure: _____

4. Type of contract/ recipient of quadruple clothing : _____

5. Reference number for the procedure / Lot: _____

6. Object of the contract / Framework Agreement: _____

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

8. Limit fund: _____

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

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

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

12. Changed value (if applicable): _____

13. Duration of the contract / Framework Agreement: _____

And the new deadline (if applicable): _____

14. Name and address of economic operator/s:

Name _____

GRANDSON: _____

Address _____

Contacts _____

15. Date of signature of the modification: _____

16. Funding source: _____

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

TENDER DOCUMENTS

Contents:

Section I: Instructions for Economic Operators (Instructions)

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

Section II: Appendices

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

Section III. Terms and Conditions of Contract (TKK)

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

Section IV: Complaint and Notices for closing the process

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

A. GENERAL

- a) Procurement object**
1. The object of the procurement procedure, as well as the number of contracts (Lots) and their objects are defined in the contract notice.
 2. Unless otherwise specified below, the definitions and interpretations in these Tender Documents shall be in accordance with the provisions of the Public Procurement Law (LPP) and the General Conditions of Contract (GCC).
- b) Suitable Economic Operators**
- a) Economic Operator is any natural or legal person or public entity or group of persons/entities, according to the Guidelines for Economic Operators (hereinafter referred to as the "Guidelines").

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

- 1.1.all operators, members of this union will have joint and joint responsibility;
 - 1.2.BOE attaches to its Proposal an agreement between the parties where the Representative is appointed and authorized, who will have the authority to represent BOE during the procurement procedure and, in case BOE is declared the winner of the Contract, also during the implementation of the Contract.
- b) The Economic Operator must consult all instructions, forms, terms and specifications in the Tender Documents. Failure by the economic operator to provide all the information or documentation required by the Contracting Authority/Entity in the Tender Documents will lead to the rejection of the Proposal.
- c) Clarification of Tender Documents**

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

4. Change of Tender Documents

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

1. Bidding expenses

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

B. PREPARATION OF REQUESTS FOR PARTICIPATION PROPOSALS

The Economic Operator bears all expenses related to the preparation and presentation of his request/proposal, and the Contracting Authority/Entity has no obligations or responsibilities for these expenses, regardless of development or outcome of the procedure.

2. Language of the Offer

The Request/Proposal, as well as all correspondence and documents related to the procurement procedure, shall be submitted in the language(s) specified in the contract notice. Supporting documents and

printed literature that are part of the Request/Proposal may be in another language provided that they are accompanied by an official translation of the relevant passages in the language specified in the notice.

3. Constituent documents of the Request/Proposal

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

4. Tender forms

The Economic Operator submits the Request/Proposal Form in accordance with the form presented in Section II: All accompanying Forms must be completed without any changes, no substitutes will be accepted. All blanks must be filled in with the required information.

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

5. Alternative Offers

Unless otherwise described in the contract notice and tender documents, alternative proposals or alternative times for completion will not be considered.

6. Prices

1. The prices proposed by the Economic Operator in the Economic Proposal Form will be in accordance with the requirements specified in the contract notice and the tender documents.

2. The Economic Operator must complete the Economic Proposal Form attached to these DT.

3. All prices must be quoted in the Currency of the Contract Notice, including applicable taxes and duties, excluding VAT. If the prices are quoted in a foreign currency as defined in the Contract Notice, then they must be converted into Albanian Leka (Leka) according to the exchange rate set by the Central Bank of Albania on the day the Contract Notice is

sent for publication and must be kept at that rate until the offer validity period expires.

4. The Bidder must indicate in the Economic Proposal Form, the total prices of the Bid for all Services without VAT. The value of VAT, when applicable, is added to the price given and constitutes the total value of the Offer.

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

7. currencies

Bid currency(s) and payment currency(s) shall be as specified in the contract notice.

8. Validity of the Qualifications of the Economic Operator

In order to prove his qualifications for the realization of the Contract, the Economic Operator shall provide the information required in Section II: Appendices.

9. Offer validity period

1. The Proposal shall be valid for the period specified in the Contract Notice after the deadline for submission of Proposals determined by the Contracting Authority/Entity. The proposal for a shorter period is not valid and will be rejected.

2. The Bid Security can be presented in one of the following forms:

a) Payment by the bidder, in monetary value, to the account of the contracting authority/entity

b) Bank guarantee

c) Insurance guarantee

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

3. The validity period of the Proposal starts from the moment of opening the proposals. In any case, at least 5 days before the end of the validity

period of the proposal, the Contracting Authority/Entity may ask the Bidder in writing to extend the validity period, until a certain date. The Bidder may reject this request in writing without forfeiting the right to a refund of the Bid Security, if any. The Bidder who agrees to extend the period of validity of the Proposal shall notify the Contracting Authority/Entity in writing and submit an extended bid security, if any. The proposal cannot be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the validity period of the Proposal, or does not accept said request, or does not submit an extended bid security, when requested, then the Contracting Authority/Entity rejects the Proposal.

If the contracting authority/entity has not made a written request to the economic operator to extend the validity period of the proposal, according to the provision of the first paragraph of this point, then the economic operator cannot be penalized for this, i.e. securing his offer it is not confiscated.

**10. Format and
Signature of the
Offer**

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

C. SUBMISSION OF REQUESTS/ PROPOSALS

**11. Phase
(Prequalification)
Shortlist**

11.1 Submission of requests for participation must be made within the deadline set in the Contract Notice.

Applications submitted after the deadline will be returned to the Candidate unopened.

11.2 In procurement procedures carried out by electronic means, economic operators must upload their request to the electronic procurement system, according to the provisions in the relevant manuals.

11.3 Regarding procurement procedures, which take place in writing,

Economic Operators must present the original request and the relevant documentation enclosed in a non-transparent envelope, sealed and signed with the Candidate's name and address and marked: "Request for pre-qualification for performance of Services , Notice No. ___.

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

**12. Phase II
Submission and
evaluation of
proposals**

12.1 Proposals will be submitted only by candidates who have received an invitation for proposal from the Contracting Authority/Entity.

12.2 The proposal must include the following documents:

The proposal consists of the technical proposal and the economic proposal.

The technical proposal includes :

- a) Detailed description of the proposed Services and their methodology, containing all the information required in the Tender Documents, and which is sufficient for the Contracting Authority/Entity, to determine whether the proposed Services meet the requirements specified in the Terms of Reference;
 - b) List and Curriculum Vitae of Key Personnel;
 - c) Implementation Chart;
 - d) Alternative technical proposal, if allowed;
- (*any other document determined by the Authority/contracting entity*).

Economic proposal :

Structure Format ã ss ã Price

A Bidder must submit only one proposal.

12.3 In procurement procedures carried out by electronic means, economic operators must upload their offer to the electronic procurement system, according to the provisions in the relevant manuals.

12.4 In the procurement procedures that take place in writing, the Economic Operators must present the original proposal, which consists of

the envelope of the technical proposal and the envelope of the economic proposal, which are clearly identified by making the relevant notes. The proposal must be enclosed in a non-transparent envelope, sealed and signed with the Bidder's name and address and marked: " Proposal for consulting services _____ ; Notice No. ___

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

13. Calculation of the economic proposal

All proposed prices must be fixed and not subject to revision. The candidate must submit:

- Fee for the unit of time for each person;
- Summary of direct and indirect costs and expenses, including taxes, fees, license fees, insurance and other costs associated with performing the Services;
- The total price of the proposal without VAT; and the value of VAT, if applicable.
- (*any other information determined by the Contracting Authority/Entity*).

14. Withdrawal, Replacement and Modifications

1. The Economic Operator may withdraw, replace or modify his request/proposal.

2. In procurement procedures that take place in writing, bidders may modify or withdraw their request/proposals provided that the modification or withdrawal is made before the deadline for their submission. Both modifications and withdrawals must be communicated to the Contracting Authority/Entity in writing, before the deadline date for submission of requests/proposals. The envelope containing the Bidder's statement must be marked: "REQUEST/PROPOSAL MODIFICATION" or "REQUEST/PROPOSAL WITHDRAWAL".

3. No request/proposal can be withdrawn, replaced or modified after the deadline for their submission.

D. REVIEW OF REQUESTS/PROPOSALS

- 15. Confidentiality** – The contracting authority/entity must maintain confidentiality according to the provisions of Article 16 of the LPP.

- 16. Responsibility of requests/proposals** 1. A responsive/valid request/proposal is one that meets the requirements of the Tender Documents without material deviations, reservations or non-acceptance, as defined below:

- (a) " **Deviation** " is a deviation from the requirements specified in the Tender Documents ;
- (b) " **Reservation** " is the determination of restrictive conditions or complete rejection of the requirements specified in the Tender Documents; AND
- (c) " **Rejection** " is the failure to provide part or all of the information or documentation required in the Tender Documents.

2. If a request/proposal does not meet the requirements of the Tender Documents, it is rejected.

E. EVALUATION OF REQUESTS FOR PARTICIPATION

F. EVALUATION OF PROPOSALS

- 18. Evaluation of technical proposals** The Contracting Authority/Entity reviews each technical proposal to confirm whether it is in accordance with all the requirements presented in the Tender Documents and that it accepts all the terms and conditions. A proposal that does not meet the Terms of Reference, or fails to comply with the terms and conditions of the contract, expressed in the Tender Documents, will be rejected. The Contracting Authority/Entity evaluates and ranks the technical proposals in accordance with the evaluation procedures and criteria presented in the Tender Documents. No evaluation criteria will be used unless it is presented in the Tender Documents. If the

Tender Documents specify a minimum result to be achieved, any proposal that does not achieve this minimum will be rejected.

19 . Evaluation criteria The evaluation of Technical Proposals is carried out taking into account the following criteria:

Evaluation Criteria	Points
(i) Experience for Similar Consultant Work [0-10]	
Sub	
i/a Experience in similar work	40-80%
Economic operators, to be evaluated according to successful contracts similar to the object of procurement.	
i/b. Economic capacity and quality standards certificates 10-20%	
Economic operators should be evaluated according to the economic capacity and certificates of quality standards presented in the offer.	
the members of the Bid Evaluation Committee must individually argue and document regarding the method of scoring, according to the above sub-criteria.	
(ii) Proposed Methodology	[20-30]
Sub	
ii/a. Technical approach and methodology	[20-30%]
ii.b Work plan and project delivery schedule	[30-40%]
ii.c. Staff Organization	[20-30%]

ii/a. Technical approach and methodology: The consultant must explain that he has understood the objectives of the task given in the Terms of Reference, the technical approach, the methodology to carry out the various activities obtaining the expected results and the level of detail of these results. The consultant must present the main problems and their importance and explain the technical approach he will adapt to

their solution. The consultant must explain the methodology it proposes to adopt and present the compatibility of these methodologies with the proposed application (the consultant in this case must not repeat/copy the Terms of Reference).

ii/b. Work plan and project delivery schedule: The consultant must propose the main activities of the task, the content and duration of the project delivery, the phases and the interrelationship between them, the stages of the delivery of the reports and the project. The proposed work plan must comply with the technical approach and methodology, showing that it has understood the requirements of the Terms of Reference in the concrete work plan. Also, it must demonstrate the ability to transform the requirements of the Terms of Reference into a concrete work plan. A list of final documents including reports, drawings and tables to be submitted should be included in this chapter.

ii/c. Organization and Staff: The consultant must describe the composition and structure of his team, the list of key experts, support staff, the firm's CV and the economic-administrative staff.

the members of the Bid Evaluation Committee must individually argue and document regarding the method of scoring according to the above sub-criteria.

(iii) Qualifications of Proposed Key Staff [20-50]

The number of points to be assigned for each position or specialty must be determined taking into consideration the following sub-criteria and the corresponding percentage weight:

a- General qualification [5-20%]

b. Experience in the relevant field [30-80 %]

- General qualifications include: relevant education and training, years of experience.
- Experience in the relevant field includes: experience in the specific sector, the relevant field, related to the position defined in the main staff.

the members of the Bid Evaluation Committee must individually argue and document regarding the method of scoring, according to the above sub-criteria.

(iv) Knowledge Transfer, (*if required*) [0-10]

If the transfer of knowledge is not applied (not required), then the maximum points provided for the assessment of this criterion should be added to the criterion "Qualifications of the proposed key staff".

Total (Technical Proposal) 100%

The minimum score of the Technical Proposal, to proceed with the evaluation of the economic proposal, is 70 points.

20. Opening of economic proposals

After the evaluation of the technical proposals, the Contracting Authority/Entity notifies those consultants whose proposals have failed to obtain the minimum points or who have been assessed as not meeting the requirements for the proposal, and does not proceed with the opening of their economic proposals .

At the end of the appeal period, the Contracting Authority/Entity sends the notification for the day and time of the opening of economic proposals to all candidates whose economic proposals will be opened.

On the specified date and time, the Contracting Authority/Entity opens the economic proposals. Bidders or their authorized representatives will be allowed to attend the opening of proposals. The envelope marked "Economic Proposal" for each proposal that has not been previously rejected, will be opened and the following information will be announced and recorded: the name of the Bidder, the result of the evaluation of the technical proposal, the proposed price, as stated in the economic proposal .

21. Evaluation of economic proposals

1. The Contracting Authority/Entity determines whether the economic proposals are complete, corrects any arithmetic errors and, for comparison and evaluation purposes, converts all proposal prices into a

single currency. The Contracting Authority/Entity ranks and assigns a score for each economic proposal.

2. Evaluation of Economic Proposals is carried out according to the following formula:

Pe- Points for the Economic Proposal

Ch- Lowest Price Offered

C – Next Bid Price (*starting with the lowest price*)

$$Pe = 100 \times Ch / C$$

(lowest price = maximum points for economic proposal)

Final assessment

The weights for the Technical and Financial Proposals are given as follows:

Weight for the Technical Proposal: X = (points of the technical proposal x 0.8)

Weight for the Economic Proposal: Y = (points of the economic proposal x 0.2)

The best offer will be according to the combination of points of the technical proposal and the economic proposal. The calculation formula is as follows:

$$\text{Best offer} = X + Y$$

The economic operator who received the most points during the collection of technical and economic points will be invited for negotiations and the conclusion of the contract.

22. Correction of arithmetic errors The Contracting Authority/Entity checks the submitted economic proposals for arithmetical errors. If the proposals result in arithmetic errors, the authority/entity shall correct these errors as follows:

- (a) If there is a discrepancy between the unit price and the total price, resulting from multiplying the unit price by the quantity, the unit price will prevail and the total price will be adjusted accordingly.
- (b) If there is any discrepancy in the total price, where the total is the sum or difference of the sub-totals, the sub-total price prevails and the total price is adjusted accordingly.
- (c) If there is any discrepancy between words and numbers, the word amount will prevail. The exception to this rule is the situation when the amount is related to the error, which will be corrected according to points (a) and (b) above, therefore in this case the amount in number prevails and the one in words will be corrected.
- (d) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words involves an arithmetical error, in which case the amount in figures will prevail under (a) and (b) above.

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

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

23. Comparison of proposals

The Contracting Authority/Entity ranks the proposals according to the combined technical and financial results, using the weight indicated in the Tender Documents. At the end of the appeal deadlines, the contracting authority/entity starts negotiations with the winner to clarify and improve the terms of the contract, the methodology, the composition of the staff and the special conditions. The negotiations must not substantially change the initial terms of the contract or the selected proposal.

The economic offer must not be changed under any circumstances.

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

G. AWARD OF CONTRACT

- 25. Notification of the Winner**
1. Within the validity period of the Proposal, the Contracting Authority/Entity notifies the successful Economic Operator that its Proposal has been accepted and declared the winner.

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

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

- d) Bank guarantee
- e) guarantee from the insurance company.

H. COMPLAINTS

- 27. Complaint procedure**
1. Any Economic Operator, who has an interest in the object of the procurement and risks being harmed by the decision-making of the contracting authority/entity can file a complaint simultaneously with the contracting authority/entity and the Public Procurement Commission regarding the Tender Documents, qualification, selection or determination of the winning bid, according to the provisions in the LPP and by-laws.

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

I. CANCELLATION OF THE PROCEDURE

28. Cancellation of the procedure

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

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

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

SECTION II: LIST OF APPENDICES

- Appendix 1: Request for participation
- Appendix 2: Invitation for Proposal
- Appendix 3: Proposal Declaration Form
- Appendix 4: Economic Proposal Form
- Appendix 5: Bid Security Form
- Appendix 6: List of Confidential Information
- Appendix 7: Statement on the availability of the consultant's staff
- Appendix 8: Technical Specifications Form
- Appendix 9: Services Form and Execution Chart
- Appendix 10: Terms of Reference Form
- Appendix 11: Bidder Selection Criteria Form
- Appendix 12: Summary Self-Declaration Form
- Appendix 13: Disqualification Notice Form
- Appendix 14: Winner Notification Form (Preliminary)
- Appendix 15: Winner Notification Form (At the end of the appeal deadlines)
- Appendix 16: Notification Form of Successful Economic Operators in the Framework Agreement (Preliminary)
- Appendix 17: Notification Form of Successful Economic Operators in

Framework Agreement (At the end of the appeal deadlines)

Appendix 1

[*Addendum to be completed by the economic operator*]

REQUEST FOR PARTICIPATION

(*Name of economic operator and NIPT*)

[*Date_____*]

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

Procurement procedure: [*type of procedure*]

Brief description of the contract: [*object*]

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

I (We), the undersigned, submit our request for participation in this procedure:

Name of Bidder's Representative

MEMORANDUM

Seal

date

Appendix 2

[Appendix to be completed by the contracting authority/entity]

INVITATION FOR PROPOSAL

(Only for candidates selected after reviewing the requests for participation)

[date]

To: *[Name and address of selected bidder]*

Procurement Procedure : _____

Referring to the aforementioned procedure, we inform you that *[name and address of the selected candidate]* , after evaluating the documents presented in the first stage, you have qualified for the stage of submitting proposals.

Accordingly, you are requested to submit to _____ *(name and address of the contracting authority/entity)*

your proposal, taking into account that:

The deadline for submitting and opening the proposal is :

Date, time and address

Date: □□/ □□/ □□□□(d/m/y) **time** □□: _□□

Address: _____

When the proposal is required to be submitted electronically, economic operators must submit the proposal electronically on the APP's official website, www.app.gov.al

Information on the proposals submitted by electronic means is transmitted to all those Economic Operators who have submitted proposals, based on their request.

The language(s) for drafting proposals are:

Albanian English

Criteria for selecting the winner :

The Contracting Authority/Entity ranks the proposals according to the combined technical and financial results, using the weight indicated in the Tender Documents. The bidder that achieves the highest combined technical and financial result will be invited for contract negotiations.

We are waiting for your proposal.

Holder of the Contracting Authority/Entity

Appendix 3

[*Addendum to be completed by the economic operator*]

PROPOSAL DECLARATION FORM

[*Date _____*]

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

Procurement procedure: [*type of procedure*]

Brief description of the contract: [*object*]

Publication (*if applicable*): Public Notices Bulletin [*Date*] [*Number*]/ No. Reference on APP website

Name of economic operator and NIPT

I (We), the undersigned, declare that:

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

- (b) We [*insert the name of the Economic Operator and the unique identification number, and/or the members of the BOE, if applicable*], are not exempted from the right to win public contracts and are in compliance with the qualification requirements and the specific requirements of the contract as specified in the contract notice [*set the scope of the procurement/lot procedure*] .
- (c) We offer to perform for the Contracting Authority/Entity [**insert the name of the Contracting Authority/entity**], in accordance with the Tender Documents (see below), the Services for [**insert the CPV of the relevant procedure/Lot from the Contract Notice published in SPE**] in accordance with the required service performance schedule.
- (d) We do not participate as candidates in more than one proposal in this procurement procedure.
- (d) Our offer is in accordance with the following documents:
1. Instructions for Economic Operators;
 2. Notice of the Contract;
 3. Selection Criteria;
 4. Technical specifications and terms of reference;
 5. General Terms of the Contract;
 6. Special Terms of the Contract.
- e) The Total Price of our proposal is expressed in the economic proposal.

Name of Bidder's Representative

MEMORANDUM

Seal

date

Appendix 4

[*Addendum to be completed by the economic operator*]

ECONOMIC PROPOSAL FORM

Fees according to Job Category : (Detailed total)

Daily Payments: (Detailed subtotal)

Direct Costs: (Detailed Subtotal)

Reimbursable Expenses: (Detailed Subtotal)

TOTAL

Bidder's Representative

MEMORANDUM

Seal

Appendix 5

[*Addendum to be submitted by the economic operator*]

[*Bank / Insurance Company Letterhead*]

BID INSURANCE FORM

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

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

* * *

Procurement procedure [*type of procedure*]

Brief description of the contract: [*object*]

Publication (if applicable): Public Notice Bulletin [*Date*] [*Number*] / No. Reference on APP website

* * *

Referring to the aforementioned procedure,

We certify that [*name of insured bidder*] has made a deposit with [*name and address of bank*] / has been guaranteed with [*name and address of insurance company*] in the amount of [*currency and value, expressed in words and figures*] as a condition for securing the offer, submitted by the aforementioned economic operator.

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

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

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

[Representative of bank / insurance company]

Appendix 6

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

List of Confidential Information

(Enter the information you want to remain confidential)

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

ATTENTION

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

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

Bidder's Representative

MEMORANDUM

Seal

Appendix 7

[Addendum to be completed by the Economic Operator]

STATEMENT

On the availability of the consultant's staff member²

Declaration for the public procurement procedure that will take place on _____ by the Contracting Authority/Entity _____ with object _____ with limited fund _____.

Based on the provisions of Articles 41 and 54 of the Civil Code No. 285, dated 19.5.2021 " *For the approval of public procurement rules* ", I, the undersigned _____, in the capacity of a member of the Consultant's staff "....." for the procurement procedure with object _____ under my personal responsibility, ***I declare*** that:

1. I ONLY authorize the Consultant "....." to submit my person and all the necessary documentation as a member of his staff in the public procurement procedure that will take place in date _____ from the Contracting Authority/Entity _____ with object _____ with fund limit _____.

The declaration of my person, as a staff member by any other consultant, for the procurement procedure with object _____, is unapproved and without the consent of my person.

2. I am available in the realization of the procurement object, according to the conditions and deadlines determined by the contracting authority/entity.

3. I am not in a conflict of interest ***with any*** of the staff members of the contracting authority/entity, directly or indirectly, involved in any part of the preparation of the terms of the contract and/or in the selection process for this contract and/ or for the supervision of this contract.

Date of submission of the statement _____

Name, Surname, Signature

²This statement must be signed by each member of the consultant's staff and will be part of the consultant's bid documents.

Seal

Appendix 8

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

TECHNICAL SPECIFICATIONS FORM _

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

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

Sketches, technical parameters, etc.:

Materials Specification:

Description of service implementation requirements related to them:

Appendix 9

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

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

SERVICES FORM AND EXECUTION SCHEDULE

Service required:

Execution deadlines:

Appendix 10

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

TERMS OF REFERENCE FORM

Object and purpose of services:

Tasks:

Distribution:

Place and delivery of services:

Appendix 11

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

FORM II SELECTION/QUALIFICATION CRITERIA

1. GENERAL SELECTION/ QUALIFICATION CRITERIA

The bidder declares that:

- a) is registered in the commercial register according to the legislation of the country where it carries out its activity, or according to special legislation in the case of a non-profit organization, has the object of procurement in the field of activity, and has an active status ;
- b) is not in bankruptcy process (active status);
- c) has not been convicted of any criminal offense, in accordance with Article 76/1 of the LPP;
- ç) the person (persons) who act as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling power within the Economic Operator, is not convicted or has not been convicted by a court decision of final form for any criminal offense, defined in article 76/1 of the LPP;
- d) has not been convicted by a final court decision regarding professional activity;
- dh) has no outstanding payments of taxes and social security contributions, or is in one of the conditions provided for in article 76/2 of the LPP;
- e) has paid for the electricity and meets the requirements arising from the legislation in force. This information is required for Economic Operators, who operate in the territory of the Republic of Albania.
- f) is not in the conditions of a conflict of interest, according to the legislation in force;
- g) performs the activity in accordance with the relevant environmental, social and labor legislation;
- gj) submitted an independent Offer, according to the requirements of the legislation in force;
- h) performs the activity in accordance with the requirements of the legislation in force.
- i) there are no persons who are/have been in this capacity in an economic operator exempted from the right to benefit from public funds, by decision of the Public Procurement Agency, while this decision is in force.

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

These criteria must be met by submitting the Economic Operator's Summary Self-Declaration Form on the day of the Bid opening, according to Appendix 12.

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

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

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

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

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

Cooperation agreement between Economic Operators, where the representative, the percentage of participation in the union, and the elements that each of the members of the union undertakes to carry out are designated ³.

- If an economic operator wants to rely on the capacities of other entities, it proves to the contracting authority or entity that it will have the necessary resources available, submitting a written commitment of these entities for this purpose.

2. SPECIAL QUALIFICATION CRITERIA

1. The bidder must submit:

a. *Summary Self-Declaration Form, according to Appendix 12*

b. *Bid Security, according to Appendix 5;*

2. The bidder must submit:

2.1 Professional capacity of economic operators: *according to appendix 12*

2.2 Economic and financial capacity:

2.2.1 In order to prove the financial and economic capacities, economic operators must present certification for the annual turnover for the financial years **2020, 2021 , 2022** where the turnover

³In this agreement, the percentage of each member's services should not be determined, but the areas/expertise assumed to be realized.

value for at least one of the years of the requested period must be **no less than 40%** of the estimated value of the contract (value of the limit fund).

2.2.2 Economic operators must present annual balances, for the financial years **2020, 2021, 2022** (Balances must be presented in accordance with the provisions of Article 41 letter c) of Law no. 1009/2009), **where the balance sheets of two consecutive years must not have a negative ratio between assets and liabilities.**

2.3 Technical capacity:

2.3.1. The economic operator must present proof of previous similar services, performed during the last three years from the date of announcement of the contract notice, in a value not less than 40% of the value of the limit fund of this contract.

To prove previous similar experience, economic operators must present the following evidence:

- a) for the previous experience realized with the public sector, the economic operator must present certificates issued by a public entity for the successful fulfillment of the contract, where the value, the deadline for the completion of the contract, as well as the sales tax invoices, completed according to the requirements of the legislation in force, where the dates, amounts and services performed are noted.
- b) for the previous experience realized with the private sector, the economic operator must submit sales tax invoices, completed according to the requirements of the legislation in force, and declared to the tax authorities, where the dates, amounts and services performed are noted.

***In the case of "Consultancy Service" procurement procedures, as previous experience for services similar to the object of procurement will be recognized and/or services similar to the relevant areas of expertise, part of the object of procurement.

2.3.2 Economic operators must have the necessary licenses for the implementation of the contract based on the approved format. The professional license of economic operators related to the execution of contract services subject to procurement, must contain the following categories:

- **1.b- 1.** Sectoral plans at the district level;
 2. Sectoral plans at the municipality level.
- **2.b- 3.** Hospital facilities; terminals in the infrastructure; Acts art in infrastructure.
- **2.d-** Landscape design, arrangement of green areas, flower gardens and parks.
- **3.c-1.** Objects with a high degree of difficulty Reinforced concrete - metal -
 2. trowels and swords with low durability.

- **4.i-** Design of street lighting, squares, decorative lighting, lighting of large sports facilities, ports, airports, etc.
- **5.d-** Irrigation works - drainage - irrigation plants - small dams (those that do not meet the condition of large dams) - dams, siphons, cascades, spillways, current accelerators, plugs, bridges, gates, tombinos.
- **5.f-** Hydrotechnical works, hydraulic galleries and tunnels, water intake, discharge-dischargers of excess water, water intake works from reservoirs, water intake works from rivers and water intake by wells.
- **6.a-** Local roads, secondary urban roads and secondary interurban roads.
- **6.b-** Design of main urban road and main interurban road.
- **6.c-** Highway.
- **7.a-** Bridges and small works of art up to 10 m.
- **7.b-** Bridges and works of art over 10 m.
- **7.c-** Bridges/viaducts with large spans of light, suspension bridges, bridges with indefinite systems
- static and other special systems.
- **7.e-** Road - railway tunnels.
- **8.a-** Engineering discoveries.
- **8.b-** Cadastral engineering surveys.
- **8.d-** Geodetic foundations.
- **8.e-** Photogrammetric and cartographic design
- **9.d-** Geological-engineering study/evaluation of soft terrains and slopes with low stability.
- **9.e-** Hydrogeological studies and designs.
- **10.e-** Electrical cabins of the distribution network - low - medium voltage lines.

- **11.a-** Non-illuminated signage on local roads, secondary urban roads, secondary interurban roads, squares and parking lots.

- **11.b-** Non-illuminated signaling on highways, main urban roads and main interurban roads and at junctions with the railway.
- **11.d-** Illuminated signaling in the infrastructure.
- **12.a-** Studies/evaluations of engineering seismology for the geoseismic classification of lands.
- **12.c-** Studies/evaluations of engineering seismology for the lands where road and railway infrastructure facilities of all types, bridges, tunnels, viaducts, etc. are built.

Note: *Regarding the validity of the existing licenses and the adaptation of the categories to the relevant descriptions, bidders should keep in mind the decision no. 759, dated 12.11.2014 of the Council of Ministers, "On the professional licensing of individuals and legal entities that will exercise activity in the field of the study of design in construction and the supervision and coordination of implementation works in construction", amended by VKM no. 943 dated 28.12.2016".*

(Foreign companies must make the equivalence of the professional licenses they have issued by the country of origin, at the competent Albanian state authority, in accordance with VKM 759, dated 12.11.2014, amended by VKM no. 943, dated 28.12.2016)

2.3.3 The economic operator must certify that it has the appropriate qualifications of the technical management staff of the company, capable of performing all services according to the Terms of Reference for this facility, as follows:

- Project manager (Construction Engineer) with over 15 years of professional experience
- Environmental Engineer with over 5 years of experience
- Construction Engineer Structuralist profile with professional experience over 10 years.
- Electrical Engineer with professional experience of over 7 years
- Hydrotechnical engineer with professional experience of over 7 years
- Construction Engineer Profile Transport Infrastructure with professional experience over 10 years
- Geotechnical engineer with over 10 years of professional experience
- Geodetic Engineer/ Topographical Engineer with professional experience of over 10 years
- Geological engineer with over 15 years of professional experience
- Mechanical Engineer with professional experience of over 7 years

The criterion is considered fulfilled by the submission of the self-declaration form according to appendix 12. "Before the publication of the winner's notice and the start of the appeal deadlines,

the contracting authority/entity asks the qualified bidder, first, to submit the proof documents, as follows:

For each member of the above main staff, he must submit: Valid employment contract, Diploma, Workbook, CV, as well as professional licenses for supervision for the facility being procured.

Note: For the purpose of point evaluation, operators can upload in the first or second phase the required documentation related to point 2.3.3.

****In the case of the "Consultancy Service" procurement procedure, the staff engaged to present a declaration of availability for the performance of the services they have undertaken to perform.***

2.3.4. The participating economic operator, for the realization of this contract, must have a workforce of at least **15 (fifteen) people** for the period **December 2022 - May 2023**. To fulfill this criterion, economic operators must self-declare the availability of the minimum number of employees in the self-declaration summary form. "Before the publication of the notice of the winner and the start of the appeal deadlines, the contracting authority/entity asks the qualified bidder, first, to submit the proof documents. These documents must be presented in the original or in certified copies, like below:

- Certificate issued by the Social Security or Tax Administration according to the format required by the legislation in force, specifying the number of employees for each month, for the period December **2022 - May 2023**.
- Employee payroll according to the format required by the legislation in force for the period **December 2022 - May 2023**.

2.4 Other special requirements for qualification

2.4.1 *The economic operator/s must present the certificates of the quality of the works, valid (or equivalent) for the object being procured, as below*

ISO 9001:2015 Quality Management Systems

ISO 14001:2015 Environmental Management Systems

ISO 45001 Occupational Health and Safety Management

ISO 39001 - 2012 Road traffic safety management

All the above certificates must be issued by a conformity assessment body, accredited by the national accreditation body or international accreditation bodies, recognized by the Republic of Albania. In the case of the Union of Economic Operators, each member of the group must present the above certificate according to the items of work that will be carried out.

In cases of merger of consultants, special qualification criteria

In cases of a merger of consultants, the separate qualification criteria are met jointly by the whole merger.

All documents must be originals or notarized copies.

Cases of non-presentation of a document, or false and incorrect documents, are considered conditions for disqualification.

Appendix 12

SUMMARY SELF-DECLARATION FORM

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

A. Part I: Information about the Economic Operator

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

B: STATEMENTS

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

As an economic operator, I declare under my full responsibility that:

- **Subcontractor Information**

Name of proposed subcontractor	NIPT - i	Percentage of subcontracting	Services to be subcontracted

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

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

Part II: Reasons for exclusion

A: DECLARATION OF FULFILLMENT OF GENERAL QUALIFICATION CRITERIA

statement
<p>The economic operator is registered in the commercial register according to the legislation of the country where he carries out the activity, or according to the special legislation in the case of a non-profit organization, has the object of procurement in the field of activity, and has an active status .</p> <p><i>Clarifications if deemed necessary</i></p> <p>_____</p>

The economic operator has not been convicted for any of the criminal offenses provided for in Article 76/1 of the LPP or has been convicted and a period of 5 years has passed from the date of execution of the sentence, unless another period has been determined by the court , according to the provisions of Article 76 of the LPP .

Clarifications if deemed necessary

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

etc.

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

Clarifications if deemed necessary

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

Clarifications if deemed necessary

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

Clarifications if deemed necessary

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

Clarifications if deemed necessary

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

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

Clarifications if deemed necessary

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

Clarifications if deemed necessary

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

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

Clarifications if deemed necessary

B: STATEMENT FOR SUBMISSION OF INDEPENDENT OFFERS

In the capacity of the representative of the economic operator, in support of Law No. 162, dated 23.12.2020 "On public procurement", as well as in support of Law No. 9121/2003 "On the protection of competition", I make this declaration and guarantee that the following statements are true and complete in every respect:

1. I have read and understood the content of this Statement;
2. I understand that the submitted offer will be disqualified and/or excluded from winning public contracts, if this Declaration is proven to be incomplete and/or accurate in any respect;
3. I am authorized by the Bidder to sign this Declaration and submit a bid in the interest of the Bidder;

4. Any person whose signature appears on the bid documentation is authorized by the Bidder to prepare and sign the bid on behalf of the Bidder;
5. For the purpose of this statement and the submitted offer, I understand that the word "competitor" means any other economic operator, other than the Bidder, presented or not as an association of economic operators, that:
 - a) submit a bid in response to the Contract Notice and/or Invitation to Bid issued by the Contracting Authority;
 - b) is a potential bidder who, based on his qualifications, skills or experience, may submit a bid in response to the Contract Notice and/or the Invitation to Bid.
6. The bidder declares that: (click one of the following alternatives):
 - a) The bidder has prepared his bid independently, without consulting, communicating and making an agreement or agreeing with any other competitor;
 - b) The bidder has consulted, communicated, made agreements with one or more competitors in relation to this procurement procedure. The bidder declares that in the attached documents, in the details of this bid, the names of the competitors, the nature and causes of the consultation, communication, agreement or engagement (the case of the merger of economic operators or subcontracting) are included.
7. In particular, without limiting paragraphs 6. a) and 6. b), mentioned above, there have been no consultations, communications, contract or agreement with any competitor regarding:
 - a) prices ;
 - b) the methods, factors or formulas used to calculate the price;
 - c) the intention or decision to submit an offer or not; or,
 - d) submitting a bid that does not meet the specifications of the request for bid.
8. In addition, there have been no consultations, communications, agreements or contracts with any competitor regarding the quality, quantity, specifications or special deliveries of products or services related to the procurement in question, except when they have been declared according to the above paragraph 6 b).
9. The conditions of the offer have not been made known, nor will they be made known by the Bidder to other competitors, in any way, before the date and time of the official

opening of the offers, the announcement of the winner and the conclusion of the contract, only if required by law or if specifically declared according to paragraph 6.b).

C: STATEMENT ON CONFLICT OF INTEREST

statement

As an economic operator, we declare that we are aware of the following:

A conflict of interest is a situation of conflict between the public duty and the private interest of an official, in which he/she has direct or indirect private interests that affect, or may affect or appear to affect the improper performance of duties and public obligations.

In accordance with Article 21, paragraph 1, Law No. 9367, dated 04.07.2005, the categories of officials as provided for in Chapter III, Section II, that are absolutely prohibited to benefit directly or indirectly from the signing of contracts between a party and the public institution are:

- The President of the Republic, the Prime Minister, the Deputy Prime Minister, Ministers, or Deputy Ministers, Deputies, Judges of the Constitutional Court, Judges of the Supreme Court, Head of the Supreme State Audit Office, Prosecutor General, Judges and Prosecutors at the Court of First Instance level and Court of Appeal, People's Advocate, Members of the Central Election Commission, Members of the High Council of Justice, Inspector General of the High Inspectorate of Declaration and Control of Assets and Conflict of Interest, Members of Regulatory Entities (Supervisory Council of Bank of Albania, including the Governor and Deputy Governor; competition; telecommunications; electricity; water supply; insurance; bonds; media authorities), general secretaries of central institutions as well as any public official in any public institution whose position is equal to that of the General Director, heads of public administration bodies that are not part of the civil service.

For mid-level civil servants, according to article 31 and officials according to article 32 of chapter III, section 2 of this law, the prohibition in paragraph 1 of this article, due to the private interests of the official, as defined here shall be applied only in case of concluding contracts within the scope and territory of the institution and the jurisdiction of the institution where the official works. This prohibition will apply even when the party to the contract is a dependent institution.

When the official is the mayor or vice-mayor of a municipality or municipality, or the chairman of a regional council, a member of the relevant council, or a senior management

official of a local government unit, the prohibition due to the private interests of the official, specified here , will be applied only in the case of concluding contracts, if any, with the municipality, municipality or region where the official exercises such a duty. This prohibition will also apply when the party to the contract is a public institution under this unit (Article 21, paragraph 2, Law No. 9367, dated 04.07.2005).

Prohibitions provided for in Article 21, paragraphs 1, 2 of Law No. 9367, dated 04.07.2005, with the relevant exceptions, will be applied to the same extent for persons related to the official, ie. **spouse, cohabitant, adult children and parents of the official and spouse and cohabitant .**

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 04.07.2005 "On the Prevention of Conflict of Interest in the Exercise of Public Functions", as amended, and the by-laws approved on its basis by the High Inspectorate of Declaration and Control of Assets, as well as Law No. 162/2020, dated 23.12.2020 "On Public Procurement".

Accordingly, I declare here that no public official, as defined in Chapter III, Section II of Law No. 9367, dated 07.04.2005, and in this statement, there is no private interest, direct or indirect, with the legal entity that I represent here.

D: DECLARATION For the implementation of legal provisions in labor relations

statement

As an economic operator, I declare under my full responsibility that:

- The economic operator _____guarantees the protection of the right to employment and occupation from any form of discrimination, provided for by the labor legislation in force.
- The economic operator _____concludes the relevant labor contracts with the employees and guarantees the measures in terms of safety and health at work for All and, in particular, for the groups at risk, based on the labor legislation in force.
- The economic operator _____ does not have a legal measure in force, imposed by the State Inspectorate of Labor and Social Services (ISPHSH). In the cases where legal violations have been found, the economic operator has taken the necessary measures to address them, within the deadlines set by ISPHSH.

*Clarifications if deemed
necessary*_____

Part III Selection/Qualification Criteria

A: DECLARATION

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

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

B: STATEMENTS

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

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

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

Please ensure that:

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

- **Economic operators who bid in procurement procedures must in any case self-declare the correct information that corresponds to their factual situation.**

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

- *In any case, before the publication of the notice of the preliminary winner and the initiation of the appeal deadlines , the contracting authority/entity must ask the successful tenderer to submit the supporting documents for the self-declarations in the self-declaration summary form, as well as the documents presented as part of electronic offer. These documents must be presented in original or in copies identical to the original.*
- *The information reflected in the self-declaration form, which is in a database, where the contracting authority/entity can directly access this information and/or document, must be accompanied by the corresponding address for this database.*

Appendix 13

Notice of Disqualification Form4

[Location and date]

[Name and address of Contracting Authority/entity]

[Bidder's Address]

Dear Mr. / Mrs. <Contact name >

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

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

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

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

⁴This notification will be used in the case of procurement procedures conducted in writing

With respect,

Holder of the Contracting Authority/Entity

Appendix 14

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

WINNER ANNOUNCEMENT FORM (PREVIOUS)

[*date*]

Addressed: [*Name and Address of Winning Bidder*]

Procurement/lot procedure:

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

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

* * *

The list of qualified economic operators at the end of the first stage of the aforementioned procedure:

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

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

Etc.

* * *

We announce that the following bidders participated in the other stages of the aforementioned procedure with the respective values offered:

1. _____
Full name of the company, *NIPT number*
Value _____ total points received _____
(expressed in numbers and words)

2. _____
Full name of the company, *NIPT number*
Value _____ total points received _____
(expressed in numbers and words)

Etc.

List of disqualified economic operators:

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

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

* * *

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

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

Appendix 15

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

WINNER NOTIFICATION FORM5
(AT THE END OF THE APPEAL PERIOD)

[date]

Addressed: *[Name and Address of Winning Bidder]*

Procurement/lot procedure:

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

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

* * *

The list of qualified economic operators at the end of the first stage of the aforementioned procedure:

1. _____

Full name of the company,

NIPT number

2. _____

Full name of the company,

NIPT number

Etc.

* * *

⁵This Form is applicable if there are Complaints

We announce that the following bidders participated in the other stages of the aforementioned procedure with the respective values offered:

1. _____

Full name of the company, *NIPT number*

Value _____ total points received _____

(expressed in numbers and words)

2. _____

Full name of the company *NIPT number* *Value*

Value _____ total points received _____

(expressed in numbers and words)

Etc.

The following economic operators are disqualified:

1. _____

Full name of the company *NIPT number reasons*

2. _____

Full name of the company *NIPT number reasons*

* * *

Referring to the aforementioned procedure, we inform [*name, Nipti and address of the successful bidder*] that the bid submitted by you and evaluated with _____points, has been identified as the successful bid.

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

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

Complaint after Winner Notification (Preliminary)

YES NO

If Yes (*final decision on the handling of the complaint/s no. date*) _____

Complaint after Notice of Cancellation of the procedure:

YES NO

If Yes (*final decision on the handling of the complaint/s no. date*) _____

[HOLDER OF THE AUTHORITY / CONTRACTING ENTITY]

Appendix 16

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

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT (PREVIOUS)

[date]

Addressed: [Name and address of successful economic operators]

1. _____
2. _____
3. _____

* * *

Procurement procedure:

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

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

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

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

Value Offered/ Total unit prices and expected value of contracts (if applicable) _____
(expressed in figures and words)

2. _____

Full name of the company,

NIPT number

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

expressed in numbers and words)

Etc. _____

The following economic operators are disqualified:

1. _____

Full name of the company

NIPT number reasons

2. _____

Full name of the company

NIPT number reasons

* * *

Referring to the above procedure, we inform you that the following economic operators have been identified as (preliminary) winners of the procurement procedure:

1. _____

Full name of the company

NIPT number

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

(expressed in numbers and words)

Total points received _____

2. _____

Full name of the company

NIPT number

Bid Value/Total Unit Prices and Expected Value of Contracts (if applicable)

(expressed in numbers and words)

Total points received __ _____

Etc. _____

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

Appendix 17

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

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

(AT THE END OF THE COMPLAINT PERIOD)

[date]

Addressed: [Name and address of successful economic operators]

1. _____
2. _____
3. _____

* * *

Procurement procedure:

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

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

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

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

Value/Total Unit Prices and Expected Value of Contracts (if applicable) _____

(expressed in figures and words)

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

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

(expressed in numbers and words)

Etc. _____

The following economic operators are disqualified:

1. _____

Full name of the company

NIPT number reasons

2. _____

Full name of the company

NIPT number reasons

* * *

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

1. _____

Full name of the company

NIPT number

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

(expressed in numbers and words)

Total points received __ _____

2. _____

Full name of the company

NIPT number

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

(expressed in numbers and words)

Total points received __ _____

Etc. _____

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

Complaint after Winner Notification (Preliminary)

YES NO

If Yes (*final decision on the handling of the complaint/s no. date*) _____

Complaint after Notice of Cancellation of the procedure: YES NO

If Yes (*final decision on the handling of the complaint/s no. date*) _____

[HOLDER OF THE AUTHORITY / CONTRACTING ENTITY]

Section III Terms and Conditions of Contract (TKK)

This Section contains:

Appendix 18: General Conditions of Contract

Appendix 19: Special Conditions of Contract

Appendix 20: Contract Assurance Form

Appendix 21: Draft framework agreement where all conditions are defined

Appendix 22: Draft framework agreement where not all conditions are defined

Appendix 18

General Conditions of Contract (GCC)

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

Article 1 General provisions

1.1 Definitions

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

1.1.1 Contract

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

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

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

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

1.1.1.5 " Termination of the Contract" means non-continuation of the execution of the Contract according to the provisions in Article 23.

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

1.1.1.7 "Terms of Reference" express the scope and purpose of the contract, define the tasks, requirements, objectives, distribution, place and delivery of the Services to be provided.

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

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

1.1.1.10 "GCC" means the General Conditions of Contract.

1.1.1.11 "SCC" means the Special Conditions of Contract.

1.1.2 The Contracting Parties of s

1.1.2.1 "Parties" means the signatories to the contract, in the capacity of Buyer and Supplier as the context requires.

1.1.2.2 "Buyer" means the Contracting Authority/Entity beneficiary of the Services subject to the contract.

1.1.2.3 "Supplier" means the economic operator(s) that supplies the Services subject to the contract.

1.1.2.4 "Subcontractor" means any entity appointed as a subcontractor for the performance of a portion of the Services.

1.1.3 Calculation of deadlines

1.1.3.1 "Day" means a calendar day.

1.1.4 Services _

1.1.4.1 "Services" means all tasks to be performed by the Supplier under the Contract.

1.1.5 Other definitions

- 1.1.5.1** "Buyer's Address" is the address specified in the KVK.
- 1.1.5.2** "Force Majeure" is defined in Article 20 "Force Majeure".
- 1.1.5.3** "Contract Insurance" is according to the provisions of Article 11 "Contract Insurance".
- 1.1.5.4** "Place of performance of Services" means the place defined in the KVK.
- 1.1.5.5** "Unforeseeable" or "Unforeseen" means an event objectively impossible to foresee at the time of publication of the Contract Notice in the SPE.
- 1.1.5.6** "Modification of the contract" is according to the provisions in Article 21.
- 1.1.5.7** "Legislation in the field of procurement" means the LPP, the Public Procurement Rules and other by-laws based on and for the implementation of the LPP as specified in the KVK.
- 1.1.5.8** "Prohibited Practices" has the meaning set forth in the LPP.

1.2 Interpretation

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

1.2.2 Modification

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

1.2.3 Quit

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

1.2.4 Independent influence of contract provisions

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

1.3 Communications

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

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

AND

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

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

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

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

1.4 Law and language

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

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

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

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

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

1.5 Priority of Documents

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

1.6 Drafting of the Contract

1.6.1 Notification of the winning bid at the end of the appeal period will serve for the drafting of the contract

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

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

1.7 Copyright

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

1.8 Confidential Details

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

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

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

1.9 Compliance with Laws

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

Unless otherwise stated in the Special Terms:

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

(b) The Supplier secures and pays for all permits, approvals and/or licenses from all local, state or national authorities or public utility companies in the Buyer's country that such authorities or companies require the Supplier to secure on its behalf and that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all of the Supplier's imported equipment. The Supplier provides all permits, approvals and / or other licenses that are not the responsibility of the Buyer under point (a) of this

article here and that are necessary for the execution of the Contract. The Supplier shall indemnify and hold the Buyer harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of any nature arising out of or resulting from the breach of such laws by the Supplier or its personnel, including Subcontractors and personnel theirs, but without violating Article 9.1.

1.10 Joint and several liability

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

1.11 Inspections and Audit by Buyer

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

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

Article 2 Prohibited Practices

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

2.2

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

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

Article 3 Notifications

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

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

Article 4 Object of Supply

4.1 The services to be supplied must be according to the terms of reference and conditions defined in the Tender Documents.

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

Article 5 Delivery

5.1 Delivery of Services shall be in accordance with the requirements specified in the Tender Documents.

Article 6 Responsibilities of the Supplier

6.1 The Supplier will be responsible for performing all Services in accordance with the requirements set forth in the Tender Documents .

Article 7 General Obligations of the Supplier

7

7.1 The Supplier must perform the Services and fulfill its obligations with all efforts, efficiently and economically in accordance with generally accepted professional techniques and practices.

7.2 The supplier must follow sound business practices and use advanced and appropriate technology as well as safe methods.

7.3 If the contract requires the performance of professional advisory services, the Supplier must always act as a loyal advisor to the Buyer, in accordance with the rules and code of conduct of his profession and must always support and protect the public interest.

If the contract requires the performance of professional advisory services, the Supplier must exercise due care in its relations with third parties, including the

- 7.4** media, and must not participate in actions that are outside its competence in representing the Buyer.

Obligations of Ve bag Supplier

Article

- 8** The Supplier shall perform all Services as specified in the Terms of Reference.
- 8.1** The Supplier shall provide the Purchaser with all services, in the specified quantities, as required by the contract including, but not limited to, all reports, documents, studies, sketches and floor plans.
- 8.2** The Supplier must provide reports related to the implementation of the Services as required in the contract.

8.3

Article 9 Contract Price

- 9.1** The contract price will be unchanged throughout the duration of the contract, except for the cases provided in Article 19.

Article 10 Terms of Payment

- 10.1** The Contract Price will be paid as specified in the KVK.
- The Supplier must be paid by the Buyer for the Services performed, in fulfillment of all the obligations provided for in the Contract.
- 10.2** Payments shall be made promptly by the Buyer, no later than the time period specified in the KVK after delivery of an invoice or request for payment by the Supplier, and after the Buyer has accepted it.
- 10.3** Unless otherwise specified in the KVK, payment must be made in Albanian currency. The exchange rate of different currencies will be the rate of the Bank of Albania fixed on the day of sending the contract notice for publication.
- 10.4** In the case of verification of delays in making payments by the Buyer , although the Supplier has fulfilled all its obligations in accordance with the terms of the

contract, the arrears and the corresponding interest will be carried out in accordance with the provisions of Law No. 48/2014 "On delayed payments in contractual and commercial obligations".

Article 11 Insurance of the Contract

- 11.1** The Supplier, within the deadline set by the Buyer in the notification of the winner, submits the Contract Insurance in the amount specified in the KVK.
- 11.2** In accordance with Article 11.1, the Contract Security will be expressed in the currency of the Contract and will be in the form specified by the Buyer in KVK.
- 11.3** The amount of the Contract Security shall be paid to the Buyer as compensation for any loss resulting from the Supplier's failure to fulfill its obligations under the Contract.
- 11.4** The Contract Security shall be returned to the Supplier no later than thirty (30) days after the date of fulfillment of the Supplier's obligations under the Contract, including any warranty obligations, unless otherwise specified in the KVK.

Article 12 Subcontracting

- 12.1** Subcontracting shall not be done without the prior written approval of the Buyer and shall not exceed 50% of the contract value.
- 12.2** The Buyer is allowed to make payments directly to the subcontractor for the services to be performed, with the prior written approval of the Supplier.
- 12.3** The provisions of Article 2 also apply to subcontracting .

Article 13 Specifications and Drawings

- 13.1** If the contract requires drafting services, the Supplier shall prepare all specifications and drawings using generally accepted and recognized systems acceptable to the Buyer and taking into account the latest standards.

- 13.2** If the contract requires drafting services, the Supplier must ensure that all specifications, drawings and other requirements are prepared on a neutral basis in terms of promoting competition in the procurement of drafting facilities.

Article 14 Insurance of Professional Responsibility

- 14.1** The Supplier shall maintain professional liability insurance in accordance with the generally recognized rules and practices of the profession to indemnify the Buyer for damages resulting from negligence, errors or omissions in the performance of the Services.

14.2

If no minimum insurance amount is specified in the contract, the Supplier must provide insurance in an amount generally recognized as sufficient under the circumstances of the Services being provided.

Article 15 Liquidated damages

- 15.1** Liquidated damages for late performance of services will be calculated at the following daily rates:

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

b) For contracts with an implementation period of no more than 12 months, the daily fee will be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

c) For contracts with an implementation period of more than 12 months, the daily fee will be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 16 Removal and Replacement of Key Personnel

- 16.1** Supplier must obtain prior written approval from Buyer prior to removal or replacement of key personnel as described in Supplier's bid.

16.2

The Supplier will replace any employee if the Buyer discovers that the person has committed illegal acts or the Buyer is sufficiently dissatisfied with the person's performance.

16.3 If it becomes necessary to replace any of the key personnel, the Supplier must provide as a replacement a person with equivalent or better qualifications.

16.4 The Supplier shall pay additional costs for the replacement of key personnel except when the cause of the replacement is due to the Buyer's negligence or lack of care.

Patent Damage

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

(a) the provision of services by the Supplier or the use of services at the place of delivery of the Services;

AND

(b) the sale in any country of products manufactured by the Services.

Such indemnity does not apply if the Services or any part thereof are used beyond the terms of the Contract or the use thereof or any part thereof is made in combination with any equipment, plant or other material not supplied by the Supplier in accordance with the Contract .

17.2 If any proceedings have been commenced or any claims have been made against the Buyer arising out of the matters referred to in Article 15.1, the Buyer shall immediately notify the Supplier, and the Supplier may, at its own expense and on behalf of the Buyer, undertake all actions to resolve any proceedings or such claim.

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

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

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

Article 18 Limitation of Liability

18.1 Except in cases of gross negligence or willful infringement:

(a) The Supplier shall not be liable to the Buyer for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion does not apply for no obligation of the Supplier to pay the Buyer liquidated damages; AND

(b) the total liability of the Supplier to the Buyer shall not exceed the Contract Price, except for the cost of damages resulting from errors or omissions in the performance of services, or any obligation of the Supplier to indemnify the Buyer in connection with patent infringement.

Article 19 Changes in legal and sub-legal acts

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

Article 20 Force majeure

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

20.2 For purposes of this Article, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and is not caused by negligence or lack of care by either Party. Such events may include, but are not limited to, acts of a Party in either its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and embargoes of goods.

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

Article 21 Modification of the Contract

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

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

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

Article 22 Extension of the deadline

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

- 22.2** Except in the case of Force Majeure, as provided in Article 20, a delay by the Supplier in performing the Delivery and Completion obligations will make the Supplier liable for the payment of liquidated damages in accordance with the provisions in the contract.

Article 23 Termination of the Contract

23.1 Notice to correct

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

23.2 Termination for Default

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

- (i) If the Supplier has not fulfilled the obligation even after the Notification made according to point 23.1 of this article;
- (ii) If the Supplier has failed to perform the Services within the period specified in the Contract, or within any extension granted by the Buyer in accordance with Article 22; OR
- (iii) If it is proven that the Supplier has engaged in Prohibited Practices, as defined in Article 2, during the competition for the Contract or its execution.

23.3 Termination for insolvency

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

23.4

Termination Due to Public Interest

- a) The buyer may terminate the contract at any time if it deems that such action should be taken to best serve the public interest.

- b) The Buyer must notify the Supplier in writing of the termination.
- c) The Buyer shall pay the Supplier for all Services performed prior to termination and shall pay the Supplier damages incurred for partial performance of the Services. In calculating the amount of damages, the Supplier will be required to take all necessary actions to minimize the damages.

Article 24 Settlement of disputes

24.1 The Buyer and the Supplier shall make every effort to resolve amicably through direct negotiations any dispute arising between them during the execution of the Contract.

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

Appendix 19

Special Conditions of Contract

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

Article 1 General Provisions

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

Address: _____

Phone: _____

Fax number: _____

Email: _____

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

Address: _____

Phone: _____

Fax number: _____

Email: _____

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

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

Language is: **[specify language]**

Article 2 Insurance of the Contract

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

2.2 The currency will be: **[specify currency]**

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

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

If not completed, the insurance remains unchanged.

Article 3 Location of Services

3.1 Services will be performed at: _____

Article 4 Information to be provided by the Buyer

4.1 Within 15 days of receiving the contract assurance, the Buyer must provide the following information and to the Supplier:

Article 5 Reporting Requirements

5.1 During the extension of the contract, the Supplier must provide reports to the Buyer according to the follo

Article 6 Professional Liability Insurance

6.1 Before starting the implementation of the contract, the Contractor must provide the Contracting Authority proof of professional liability insurance with the following minimum amount:

Article 7 Contract Price

The Contract Price is: _____

Article 8 Terms of payment

8.1 (a) Payment for the Services shall be made within _____ days from the date of acceptance of the Serv from the date of receipt of the written payment request, regardless of the day of arrival. If not specified, the period will be 30 days.

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

8.2 All payments of amounts due to the Supplier may only be made to the Supplier's bank account clearly deta Contract.

Article 9 Guarantee

9.1 The warranty period will be as follows:

Appendix 20

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

CONTRACT INSURANCE FORM

[*date*]

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

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

* * *

Procurement procedure: [*type of procedure*]

Brief description of the contract: [*object*]

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

* * *

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

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

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

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

[Representative of the bank / insurance company]

Appendix 21

Draft Framework Agreement (where all conditions are defined)

FOR WORK / GOODS / SERVICES

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

No. ___

date :

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

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

- This Form;
- Proposal Declaration Form submitted by the Bidder;
- Technical specifications;
- Terms of Reference and Chart of Services
- Economic Proposal Form

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

Article 1 Object

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

[General description]

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

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

1.4 The Contractor shall not be entitled to compensation and shall not be permitted to make changes to the unit prices, for example if the Contracting Authority/entity decides to

purchase less or more quantities than those specified and / or if the Authority /the Contracting entity decides not to purchase any of these quantities for some items.

1.5 Duration of the Framework Agreement :

Article 2 Price

2.1 Unit prices for work / goods / services are described in the Services Price List.

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

Signatures and dates

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

Appendix 22

Draft Framework Agreement (Where not all conditions are defined)

FOR WORKS/ GOODS/ SERVICES

Name of the Contracting Authority/Entity ,

AND

Name of the Contractor

Agree as follows:

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

Article 1 Object .

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

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

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

Article 2 Obligations of the Parties

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

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

Article 3 Contracts in the implementation of the Framework Agreement

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

Article 4 The mini-competition process

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

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

4.3 Whenever there is a need for work / goods / services, the Contracting Authority/Entity prepares Invitations for Offers and sends them to all Economic Operators, parties to the Framework Agreement. The evaluation of the Offers will be based on the criteria defined in the Invitation to Offer.

Article 5 Duration of the Framework Agreement _____

Signatures and Date _____

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

SECTION IV

Complaint and Notices for closing the process

Appendix 23 : Complaint Form to the Contracting Authority/Entity and the Public Procurement Commission

Appendix 24 : Form for submission of arguments by interested economic operators to the Contracting Authority/Entity and the Public Procurement Commission

Appendix 25 : Notification of the signed Contract

Appendix: 26 : Notice of the signed contract to be published in the Public Notices Bulletin

Appendix 27: Procedure cancellation form

Appendix 23

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

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

Section I. Identification of Complainant

The complainant may be a tenderer or potential tenderer (eg individual, economic operator, association, association of economic operators)

Complainant's full name (please type)

Nuis/Nipt

address

town

Country

Postal Code / Post
Office

Telephone number (including area code)

Fax number (including area code)

E --mail

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

Signature of authorized official

Date (year /month/day)

Telephone number (including area code)

Fax number (including area code)

Section II. Information on the procedure

1. Procedure/Lot reference number

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

2. Type of Procedure

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

Open procedure

Simplified open procedure

Limited procedure

Competitive procedure with negotiation

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior publication of the notice

Negotiation procedure without prior announcement of the contract notice

Consulting Service

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

3. Authority / Contracting Entity

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

4. Estimated procurement value

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

5. Object of the contract/Framework Agreement

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

6. Deadline for submitting the offer

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

7. Publication date of the Winner's Notice
(*Date (year /month/day) if applicable)*)

8. **Date of signing the contract**
(*Date (year /month/day) in cases of requests for the invalidity of the contract)*)

Section III. Description of the complaint

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

2. Object of the appeal

- Modification of tender documents

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

(*Cite reasons for disqualification here*)

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

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

- Invalidity of contract

(*Cite the contract for which you are seeking invalidation*)

- Other

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

3. Circumstances and facts

Describe the circumstances of the fact.

4. Arguments on alleged violations

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

5. Request for special expertise

yes

not

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

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

7. List of confidential information :

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

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

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

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

No. of fax:

Email:

Signature and seal of the Complainant

Administrator/ Authorized Representative

Appendix 24

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

Presentation of arguments by interested economic operators addressed to :

Contracting Authority/Entity and Public Procurement Commission

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

Full name of Economic Operator(s) (please type)

Nuis/Nipt

address

town

Country

Postal Code / Post Office

Telephone number (including area code)

Fax number (including area code)

E --mail

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

Signature of authorized official

Date (year /month/day)

Telephone number (including area code)

Fax number (including area code)

Section II. Information on the procedure

1. Procedure/Lot reference number

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

2. Type of Procedure

Open procedure

Simplified open procedure

Limited procedure

Competitive procedure with negotiation

Partnership for innovation

Competitive dialogue

Negotiated procedure with prior publication
of the notice

Negotiation procedure without prior
announcement of the contract notice

Consulting Service

3. Authority / Contracting Entity

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

4. Estimated procurement value

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

5. Object of the contract/Framework Agreement

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

6. Deadline for submitting the offer

Date (year /month/day)

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

8. Date of Publication of Winner's Notice

Date (year /month/day)

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

1. Legal basis

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

2. Detailed statement of arguments on the submitted complaint

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

3. List of confidential information

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

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

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

No. of fax:

Email:

Signature and seal of the Economic Operator/s
Appendix 25

Signed Contract Notification Form

Section 1 Contracting Authority/Entity

1.1 Name and address of the Contracting Authority / Entity

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

Website _____

I.2 Type of Contracting Authority/Entity:

Central institution	Independent institution
<input type="checkbox"/>	<input type="checkbox"/>
Local Government Unit	Others
<input type="checkbox"/>	<input type="checkbox"/>

1.3 Category of Contracting Authority/Entity:

Contracting authority/entity that procures for its own needs	Central purchasing body
<input type="checkbox"/>	<input type="checkbox"/>
Delegated	Others

Section 2. Scope of the Contract

2.1 Reference number of the procedure / Lot

2.2 Type of Contract: "Public Contract for Consulting Services"

2.3 Contract based on the Framework Agreement

yes not

If Yes, the type of Framework Agreement

With an Economic Operator

With several economic operators

All conditions are met Yes No

2.4 Brief description of the contract

1. Limit fund _____

2. Funding source _____
3. Object of the Contract _____

2.5 Duration of the Contract or term of termination:

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

OR

Starting □□/□□/□□□□ and ending in □□/□□/□□□□

2.6 Division into LOTS :

yes not

If yes, number of LOTS :

2.7 Subcontracting contract:

yes not

Section 3. Procedure

3.1 Type of procedure: Consulting service

3.2 Winner selection criteria :

The most economically advantageous offer, based on cost:

PRICE MARKS

AND

Technical proposal

Technical Evaluation Criteria

Points

- (i) Experience of Similar Consultant Work [-]
- (ii) Proposed Methodology [-]
(Technical approach and methodology, work plan, organizational ability)
- (iii) Qualifications of Proposed Key Staff [-]

- (iv) Transfer of Knowledge, (*if required*) [-]

3.3 Number of requests submitted:

Number of regular requests:

Number of submitted proposals: □□□

Number of regular proposals: □□□

Section 4 Information about the Contract

4.1 Contract number: _____ **Contract date**
□□/□□/□□□□

4.2 Name and address of the Contractor

Name

—

Address

—

Nephew

—

Phone/Fax

E-mail

—

Website

4.2.1 Name and address of the subcontractor

Name

—

Address

Nephew

Phone/Fax

E-mail

Website

4.3 Total final value of the Contract *(including options and subcontracts):*

Value _____ coins _____
(without tvsh)

Value _____ coins _____
(with VAT)

4.3.1 Total subcontract value: _____

Value _____ coins _____
(without VAT)

Value _____ coins _____
(with VAT)

4.4 Additional information

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

Appendix 26

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

Signed Contract Notification Form

1. Name and address of the Authority / Contracting Entity

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

2. Type of procedure:

3. Object of the contract _____

4. Reference number of the procedure / Lot

5. Fund Limit

6. Final total value of the contract (including Lots, options and subcontracting) :

Value _____ (with VAT) coins _____

Subcontracting value _____ with VAT Currency _____

7. Date of signing the contract

8. Name and address of the Contractor / subcontractor

Name

—

Address

—

NIPT number

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

Appendix 27

Cancellation Notice Form

1. Name and address of the Contracting Authority/Entity

Name

Address

Phone/Fax

E-mail

Website

2. Type of procedure: _____

3. Procedure/Lot Reference Number:

4. Object of the Contract

5. Limit Fund _____

6. Reasons for Cancellation:

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

a) ;

b)

c)

ç);

d)

Etc. _____

7. Additional information

Date of delivery of this notice