



STANDARD TENDER DOCUMENTS FOR OPEN PROCEDURE

wares¹²

“Open procedure, above the high monetary limit - Goods - Procurement by electronic means”

Object of the Contract:

"Purchase of new connection meters, elimination of anomalies, verification of metering systems upon customer request and/or OSSH plans, in the metering system, including the necessary accessories"

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

²The Standard Tender Documents set for procurement procedures above the high monetary thresholds is drafted in Albanian and English. If there is any discrepancy between the Albanian version of the set and the English version, the Albanian version will prevail.

June 2025

NOTICES

PRIOR INFORMATION NOTICE/PERIODIC INFORMATION NOTICE

(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

☐

Local authority unit

☐

Other

☐

1.3 Category of Contracting Authority/Entity:

Contracting authority/entity procuring for its
own needs

☐

Central purchasing body Service provider

☐

PUBLIC ☐

Private ☐

Delegated

☐

Other

☐

1.4 Name and address of the contact person:

Person(s) responsible for procurement: _____

Tel/fax _____

E-mail _____

1.5 Subject of the contract/framework agreement and code according to the Common Procurement Vocabulary (CPV):

1.6 Type of procurement procedure: _____

1.7 Contract type: _____

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-annual 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 Approximate time for the development of the procurement procedure: _____

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

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

Name:	Tirana Regional Directorate of OSSH sh.a
Address:	“Reshit Petrela” Street, Opposite the Dispensary, Tirana
Tel/Fax:	+355694140752
Email:	zhuljeta.bektashi@ossh.al
Website address:	www.oshee.al
Person(s) responsible for procurement: (name, email)	Julieta Bektashi

1.2 Type of Contracting Authority/Entity:

Central institution	Independent institution
<input type="checkbox"/>	<input type="checkbox"/>
Local authority unit	Other
<input type="checkbox"/>	X

1.3 Category of Contracting Authority/Entity:

Contracting authority/entity procuring for its own needs	Central purchasing body	Service provider
<input type="checkbox"/>	<input type="checkbox"/>	PUBLIC <input type="checkbox"/> Private <input type="checkbox"/>
Delegated	Other	
X	<input type="checkbox"/>	

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

yes	<input type="checkbox"/>	not	X
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1.5 Contract co-financed by an international organization or an international financial institution:

yes	<input type="checkbox"/>	not	X
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1.6 Reserved contract:

yes ☐ not ☒

Section 2: Scope of the Contract: "Purchase of new connection meters, elimination of anomalies, verification of metering systems upon customer request and/or OSSH plans, in the metering system, including the necessary accessories"

2.1 Procedure/Lot(s) reference number: REF -51037-06-12-2025

2.2 Code according to the Common Procurement Vocabulary FPP: (electrical materials-38426000-7 - Electric load meter

2.3 Type of “Public Supply Contract”

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

2.4 Contract based on the Framework Agreement:

yes ☐ not ☒

2. 5 Type of Framework Agreement:

With an Economic Operator ☐

With several Economic Operators ☐

All conditions are set. yes ☐ not ☐

2.6 Framework agreement with an economic operator:

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

--

2.7 Framework Agreement with several economic operators:

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 should be determined)

2.8 Conditions that must be applied in the event of reopening the competition:

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

2.10 Short description of the contract / Framework Agreement

1. Limit fund/expected contract value: 371,219,600.0 (three hundred and seventy one million two hundred and ninety thousand six hundred) Lekë excluding VAT.

2. In Euro: 3,786,409.6 (three million two hundred and nineteen thousand four hundred and nine point six) Euro excluding VAT. (exchange rate on 12.06.2025, 1 euro = 98.04 lek)

3. Source of financing: OSSH sh.a, own revenues.

4. Output Code: 0000000

5. Type:

Investment X Code: **231** Value: **371,219,600 excluding VAT**

Services ☐ Code: _____ Value: _____

2.11 Duration of the contract or deadline for the implementation of the contract:

Duration - delivery deadline 120 (one hundred and twenty) days from the date of conclusion of the contract

OR

Starts on □□/□□/□□□□ ends on □□/□□

2.11.1. Duration of the Framework Agreement:

Duration in months: ____OR day:____(from the signing of the Framework Agreement)

OR begins on ____/____/____ (d/m/y)

ends with ____/____/____ (d/m/y)

2.12 Place of delivery of the contract object:warehouse of the Tirana Regional Directorate of OSSH sh.a

2.13 Division into Lots:

yes

☐

not

X

If yes,

2.14 Short description of the Lots:

(object and fund limit for each Lot)

1. _____

2. _____

2.14.1 A bidder may apply for:

☐ a Lot,

☐ some Lots,

☐ all Lots.

A separate bid 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(s) (When more than one Lot may be awarded to the same bidder):

yes☐**not**☐

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

2.15 accepted variants:**yes**☐**not****X****2.15.1 Subcontracting is accepted:****yes**☐**not****X**

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

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

2.15.2 The Contracting Authority/Entity will make direct payments to the subcontractor:**yes**☐**not****X**

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

2.16. Relying on the capacities of other entities:

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

yes☐**not****X**

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

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

yes

☐

not

☐

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

yes

☐

not

☐

Section 3: Legal, economic, financial and technical information

3.1 Providing the offer: 7,424,392 (seven million four hundred twenty-four thousand three hundred ninety-two) Lekë

In Euro: 75,728.19 (seventy-five thousand seven hundred twenty-eight point nineteen) Euro

In the case of sectoral contracts, the contracting entity, at its discretion, may require bid security even for procedures below the upper monetary threshold.

The Economic Operator submits the Bid Security Form, according to Annex 4.

The required amount of bid security is _____ (amount expressed in words).

In cases of submitting bids for separate Lots, the bid security value for each Lot will be as follows:

Lot 1 _____ (amount, currency)

Lot 2 _____ (*amount in coins*)

3.1.2 The contracting authority/entity receives the value of the bid security payment from the bidder, in monetary value, into the contracting authority/entity's account.

Bank Name	Account Number	IBAN
BKT	401218890CLPBCLALLA9	AL1620511014218890CLPBCLALLA
CRB	126000	AL3621211009000000000000126000
ISPA	20242735301	AL142081100800000020242735301
RZB	130297663	AL782021101300000000130297663

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

i. bank guarantee **X**

OR

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

3.2 Offer validity period: 150(one hundred and fifty) calendar days

Section 4: Procedure

4.1. Type of procedure: “Open procedure, above the high monetary limit - Goods - Procurement by electronic means”

4.2. Prior/periodic information notification was used:

yes ☐ not ☒

If Yes, the reference number is _____

4.2.1. The deadline for receipt of bids is shortened (applicable to procurement procedures above the high monetary threshold).

yes ☐ not ☒

4.3 Re-announced procedure:

yes ☐ not ☒

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

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

b) Procurement object of the cancelled procurement procedure _____

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

4.4 Winner selection criteria:

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

By importance:

PRICE ☐ MARKS ☐

_____ ☐ MARKS ☐

_____ ☐ MARKS ☐

_____ ☐ MARKS ☐

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

³All criteria set for the evaluation of bids must be as objective as possible and expressed in figures. In any case, when there is more than one criterion, the weight of the price criterion will not be less than 50 points. The maximum points that a bid will receive will be 100 points.

OR

1

B) the most economically advantageous offer based on price X

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

4.5 Deadline for submission and opening of bids:

Date: 14.07.2025 (d/m/y) Time: 11:00

Country: www.app.gov.al

When the bid is required to be submitted electronically, bidders must submit it electronically on the official website of the PPA, www.app.gov.al.

Information on tenders submitted electronically is transmitted to all Economic Operators that have submitted tenders, upon their request.

4.6 The deadline for receipt of bids is shortened, as provided for in Article 42, point 6, of the LPP. *(applicable to procurement procedures above the high monetary threshold).*

yes

☐

notX

If yes, please justify the reasons for shortening this deadline:

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4.7 Language(s) in which bids can be drafted:

Albanian X

English X

Section 5: Additional information:**5.1 Paid documents** *(applies only to procedures that are not conducted by electronic means):*

yes

☐

not

☐

If yes

coins

PRICE

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

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

The winning economic operator, in order to sign a public contract, must have:

- Copies of the Electronic Fiscalization Certificate, for taxpayers using the Central Invoice Platform.
- Copies of the Electronic Fiscalization Certificate and valid copies of the contract concluded with the Certified Company for the software solution in use, for taxpayers issuing invoices through the software solution.

Date of delivery of this notice **13/06/2025**

[Annex to be completed by the Contracting Authority/Entity to the Framework Agreement upon reopening of the mini-competition process]

INVITATION FOR OFFER

(insert name of Contracting Authority/Entity) invites submission of tenders in the procedure for the supply of the following goods:

.....

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

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

Delivery/delivery time: The goods must be delivered by _____ date

Offers must be submitted to:

.....[give the exact address]

Deadline for receipt of offers:

.....

[Specify date and time]

Criteria for determining the winning bid_____

Form of communication:

Written form ☐

Electronic form (e-mail, fax, etc.) ☐

SHORT CONTRACT NOTICE

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

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

Name:	Tirana Regional Directorate of OSSH sh.a
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Address:	“Reshit Petrela” Street, Opposite the Dispensary, Tirana
Tel/Fax:	+355694140752
Email:	zhuljeta.bektashi@ossh.al
Website:	www.oshee.al

2. Type of procurement procedure: “Open procedure, above the high monetary limit - Goods - Procurement by electronic means”

3. Procedure/Lot reference number: REF -51037-06-12-2025

4. Subject of the contract / Framework Agreement: "Purchase of new connection meters, elimination of anomalies, verification of metering systems upon customer request and/or OSSH plans, in the metering system, including the necessary accessories"

5. Limit fund/expected contract value:

1. 371,219,600.0 (three hundred and seventy one million two hundred and ninety thousand six hundred) Lekë without VAT.

2. 3,786,409.6 (three million two hundred nineteen thousand four hundred nine point six) Euros excluding VAT. (exchange rate on 12.06.2025, 1 euro = 98.04 lek)

6. Duration of the contract/framework agreement or deadline for its implementation: 120 (one hundred and twenty) days from the date of conclusion of the contract

7. Deadline for submission and opening of bids: 14.07.2025 (d/m/y) **Time:** 11:00

8. Re-Announced Procedure:

yes

not

X

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

b) Procurement object of the cancelled procurement procedure _____

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

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

PLANNING

CONTRACTS IN THE FRAMEWORK AGREEMENT

<input type="checkbox"/> Goods: <p style="margin-top: 10px;">Approximate number of contracts planned to be awarded under the Framework Agreement _____</p>		
Contract number	Contract title	Short description of the contract
01	_____	_____
02	_____	_____
03	_____	_____
...	_____	_____

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

(To be completed by the Contracting Authority/Entity)

NOTICE OF AMENDMENT OF TENDER DOCUMENTS

1. Name and address of the Contracting Authority/Entity

Name _____
address _____
Tel/Fax _____
Email _____
Web-site _____

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

Name _____
E-mail _____

3. Type of procurement procedure: _____

4. Type of contract/Framework Agreement: _____

5. Procedure/Lot reference number: _____

6. Subject of the contract / Framework Agreement: _____

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

8. Limit fund: _____

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

10. If the deadline for receipt of bids is extended, please indicate the new deadline: _____

Note:

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

(To be completed by the Contracting Authority/Entity)

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

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

Name _____
address _____
Tel/Fax _____
Email _____
Web-site _____

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

Name _____
E-mail _____

3. Type of procurement procedure: _____

4. Type of contract/Framework Agreement:_____

5. Procedure/Lot reference number:_____

6. Subject of the contract / Framework Agreement:_____

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

8. Limit fund:_____

9. Situation according to the provisions of Article 127 of the LPP and the relevant arguments for using it:

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

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

12. Changed value (if applicable):_____

13. Duration of the contract / Framework Agreement: _____

And the new deadline (if applicable): _____

14. Name and address of the Economic Operator(s):

Name _____

NEPHEW: _____

Address _____

Contacts _____

15. Date of signing of modification: _____

16. Source of funding: _____

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

TENDER DOCUMENTS

Content:

Section I: Guidelines for Economic Operators (Guidelines)

The text in Section I may not be modified by the Contracting Authority/Entity or economic operators, except for the information completed in accordance with the Contract Notice.

Section II: Annexes

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

Section III. Terms and Conditions of Contract (TCC)

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

Section IV: Appeal and Notices of Closing the Process

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

Section I: Guidelines for Economic Operators

A. GENERAL

- 1. Procurement object**
1. The subject matter of the procurement procedure, as well as the number of contracts (Lots) and their objects are determined in the contract notice.
 2. Unless otherwise specified below, the definitions and interpretations in these Tender Documents shall be as defined in the Public Procurement Law (PPL) and the General Conditions of Contract (GCC).

- 2. Eligible Economic Operators**
- a) "'Economic Operator" is any natural or legal person, or public entity or group of persons/entities, including companies with their own temporary enterprises and non-profit organizations, which offers to perform works, supply goods or provide services on the market, according to the Guidelines for Economic Operators (hereinafter referred to as the "Guidelines").

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

- 1.1.all operators, members of this association, will have joint and several liability;
- 1.2.BOE shall attach to its Bid an agreement between the parties appointing and authorizing the Representative, who shall have the authority to represent BOE during the procurement procedure and, if 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 information or documentation requested by the Contracting Authority/Entity in the Tender Documents will lead to rejection of the Bid.

3. Clarification of Tender Documents

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

The contracting authority/entity must respond within 3 days of the submission of the request, in order to enable the timely submission of the bid by the economic operator and, without identifying the source

of the request, must communicate the relevant clarification to all economic operators that have withdrawn the tender documents.

4. Amendment of Tender Documents

1. At any time before the deadline for submission of bids, the Contracting Authority/Entity may amend the Tender Documents by drafting an addendum, with such amendments.
2. Any annexes will be part of the Tender Documents and will be published in the same manner as the Tender Documents were published.
3. If the Tender Documents are amended in the first half of the deadline for the receipt of Tenders, the contracting authority or entity may extend the deadline for the receipt of Tenders. If the Tender Documents are amended in the second half of the deadline for the submission of Tenders, the contracting authority/entity shall extend the deadline for the submission of Tenders by at least 10 days for procedures above the upper monetary threshold and by at least 7 days for procedures below the upper monetary threshold.

B. PREPARATION OF OFFERS

1. Bidding costs

The Economic Operator bears all costs associated with the preparation and submission of its bid, and the Contracting Authority/Entity has no obligations or liability for these costs, regardless of the development or outcome of the procedure.

2. Language of the Offer

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

In procurement procedures below high monetary thresholds, documents submitted in a foreign language must be accompanied by a notarized translation into Albanian.

In procurement procedures above the high monetary thresholds, a bid is eligible even if part of its documentation may be in Albanian and part in English.

3. Constituent documents of the Offer

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

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- 4. Tender Forms and Price Lists** The Economic Operator submits the Economic Tender 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 blank spaces must be filled in with the required information.
- For procurement procedures conducted by written means, the original of the bid must be typed or written in indelible ink. All bid sheets must be bound together and numbered. All bid sheets, except for immutable and printed literature, must be initialed or signed by the Authorized Person(s). Any changes to the bid must be legible and signed by the Authorized Person(s).
- 5. Alternative Offers** Unless otherwise described in the contract notice and tender documents, alternative proposals or alternative completion times will not be considered.
- 6. Prices**
1. The prices offered by the Economic Operator in the Economic Offer Form shall be in accordance with the requirements specified in the contract notice and tender documents.
 2. The Economic Operator must complete the Economic Offer Form attached to these Tender Documents, specifying the goods to be delivered, their quantities and price.
 3. All prices shall be quoted in the Currency of the Contract Notice, including applicable taxes and duties, exclusive of VAT. If prices are quoted in a foreign currency as specified in the Contract Notice, they shall be converted into Albanian Lek (Lek) at the exchange rate set by the Central Bank of Albania on the date of dispatch for publication of the Contract Notice and shall be maintained at that rate until the expiry of the period of validity of the Bid.
 4. The Bidder must indicate in the Bid Form the total Bid prices for all Goods excluding VAT. The value of VAT, when applicable, shall be added to the price given and constitute the total value of the Bid.
 5. In the case of a Framework Agreement where all conditions are NOT specified, the prices for contracts based on the Framework Agreement are not fixed, they are subject to change after a mini-competition between the Economic Operators, parties to the Framework Agreement.

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- 7. currencies** The currency(s) of the bids and the currency(s) of payment shall be as specified in the contract notice.
- 8. Probability of Qualifications of the Economic Operator** To prove its qualifications for the performance of the Contract, the Economic Operator shall provide the information required in Section II: Annexes.
- 9. Offer validity period**
1. Bids shall be valid for the period specified in the Contract Notice after the deadline for submission of Bids set by the Contracting Authority/Entity; Bids for a shorter period are not valid and will be rejected.
 2. The Bid Security may be submitted in one of the following forms:
 - a) Payment by the bidder, in monetary value, to the account of the contracting authority/entity;
 - b) Bank guarantee;
 - c) Insurance guarantee.

The above documents must be valid throughout the validity period of the Offer.
 3. The period of validity of the Bid shall commence from the moment of opening of the bids. In any case, at least 5 days before the expiry of the bid validity period, the Contracting Authority/Entity may request the Bidder in writing to extend the validity period, until a specified date. The Bidder may reject such request in writing, without losing the right to reimbursement of the Bid Security, where applicable. The Bidder agreeing to extend the validity period of the Bid shall notify the Contracting Authority/Entity in writing and submit an extended bid security, if any. The Bidder may not be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the Bid validity period, or does not accept the request in question, or does not submit an extended bid security, when requested, then the Contracting Authority/Entity shall reject the Bid.
- If the Contracting Authority/Entity has not made a written request to the economic operator to extend the validity period of the bid, as provided for in the first paragraph of this point, then the Economic Operator cannot be penalized for this, i.e. its bid security is not confiscated.

- 10. Format and Signature of Bids** In response to the Contract Notice, each Economic Operator submits a tender according to the standard forms in this DT. The tender is signed by the responsible person(s) authorized for this purpose.

D. SUBMISSION AND OPENING OF BIDDS

- 11. Submission of Offers** 11.1 In procurement procedures conducted by electronic means, Economic Operators must upload their bid to the electronic procurement system, according to the definitions in the relevant manuals.

11.2 Regarding procurement procedures, which are carried out in writing, Economic Operators must submit only the original bid closed in a non-transparent envelope, sealed and signed with the name and address of the Bidder and marked: "Bid for the Supply of Goods; Notice No. ____.

“DO NOT OPEN, EXCEPT IN CASES WHEN THE BID EVALUATION COMMITTEE IS PRESENT, NOT BEFORE ----- d/m/y, at -----” .

- 12. Deadline for submission of Bids** The tender must be submitted within the time limit set by the contracting authority/entity. If the contracting authority/entity extends the time limit for the receipt of tenders, economic operators may submit their tenders within the extended time limit.

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

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

- 13. Late offers** The Contracting Authority/Entity shall not consider any tenders received after the deadline for submission as specified in the Contract Notice. The Electronic Procurement System shall not allow the submission of tenders that are beyond the deadline for submission.

- 14. Withdrawal, Replacement and Modifications** 1. The Economic Operator may withdraw, replace or modify its tender at any time before the deadline for receipt of tenders.
2. In procurement procedures conducted in writing, tenderers may modify or withdraw their tenders provided that the modification or withdrawal is

made before the expiry of the deadline for the submission of tenders. Both modifications and withdrawals must be communicated to the Contracting Authority/Entity in writing, before the deadline for the submission of tenders. The envelope containing the Tenderer's declaration must be marked: "TEND MODIFICATION" or "TEND WITHDRAWAL".

3. No bid may be withdrawn, replaced or modified after the deadline for submission of bids.

- 15. Opening of Bids** Bids are opened after the deadline specified for the receipt of bids in the tender documents.

E. REVIEW OF OFFERS

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

- 17. Clarification of offers** The Contracting Authority/Entity, during the process of examining and evaluating the tenders, may request clarifications from the bidding economic operators. Any clarification submitted by the Economic Operator that does not respond to a request from the Contracting Authority/Entity will not be taken into consideration. No changes in the prices or content of the tenders may be requested, offered or permitted, except in cases of confirmation of the correction of arithmetic errors ascertained by the Contracting Authority/Entity during the evaluation of the tenders.

- 18. Accountability of offers**
1. A responsive/valid bid is one that meets the requirements of the Tender Documents without material deviations, reservations or rejections, as defined below:
 - (a) "**ramp**" is the deviation from the requirements specified in the Tender Documents;
 - (b) "**RESERVING**" is the determination of restrictive conditions or complete non-acceptance of the requirements specified in the Tender Documents; and
 - (c) "Rejection" is the failure to submit part or all of the information or documentation required in the Tender Documents.
 2. If a bid does not respond to the requirements of the Tender Documents, it shall be rejected.

F. EVALUATION OF BIDS

19. Qualification of the Economic Operator

1. For part of the acceptance criteria required in the tender documents, the Economic Operator must submit the Summary Self-Declaration Form as preliminary evidence in the form of a declaration, stating that its Tender is in compliance with the Technical Requirements, conditions and criteria set out in the Contract Notice and the Tender Documents.

2. The information reflected in the self-declaration form, which is contained in a database, where the contracting authority/entity can directly access this information and/or document, must be accompanied by the relevant address for this database. The economic operator may use a self-declaration form that has been used during a previous procurement procedure, if the information it contains continues to be accurate and valid.

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

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

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

20. Criteria for determining the winning bid

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

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

In the case where the most economically advantageous tender is identified on the basis of cost, the contracting authority or entity must justify and document the establishment of each criterion to be used, as well as the specific weighting for each criterion, in particular, the points that each criterion will have and the method of calculating the points for successive tenderers. In any case, where there is more than one criterion, the weighting of the price criterion shall not be less than 50 points. The maximum points that a tender will receive shall be 100 points.

The formula used to calculate points is as follows:

Yes = $Pk1 + Pk2 + Pk3 + \dots$

Yes - are the total points of the evaluated offer

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

- a) In cases of evaluating the most economically advantageous bid, for criteria with a downward trend, the following formula is applied:**

$$Pk1 = Vmink1 \times Pmaxk1 / Ok1$$

Pk1 _____ Points of the criterion being evaluated

Vmink1 _____ Lowest value offered for the criterion being evaluated

Pmaxk1 _____ Maximum points awarded to the criterion being evaluated

Ok1 The bid indicator for the criterion being evaluated.

- b) In cases of evaluating the most economically advantageous bid, for criteria with an increasing trend, the following formula is applied:**

$$Pk1 = Ok1 \times Pmaxk1 / Vmax k1$$

Vmaxk1 _____ The highest value offered for the criterion being evaluated

Pmaxk1 _____ Maximum points awarded to the criterion being evaluated

Ok1 _____ The bid indicator for the criterion being evaluated.

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

The contract will be awarded to the bidder who has offered the lowest bid price.

NOTE: 1. The Contracting Authority/Entity will select only one of the Options as an evaluation criterion. The use of both options in the DT renders the procedure invalid.

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

3. The Contracting Authority/Entity will award the contract to the Economic Operator whose Bid has proven to be the most economically advantageous.

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

21. Conversion to a single currency

22. Correction of arithmetic errors and abnormally low bids

1. The Contracting Authority/Entity shall check the submitted tenders for arithmetic errors. If the tenders result in arithmetic errors, the Authority/Entity shall correct these errors as follows:

- (a) If there is any discrepancy between the unit price and the total price, resulting from multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be corrected accordingly. In this case, the amount in words relating to the error shall also be corrected.
- (b) If there is a discrepancy in the total price, where the total is the sum or difference of the subtotals, the subtotal price prevails and the total price is corrected accordingly. In this case, the amount in words related to the error will also be corrected.
- (c) If there is any discrepancy between the amount in words and the amount in figures, the amount in words shall prevail. An exception to this rule is the situation where the amount in words is inconsistent with the amount in figures, while the latter does not contain arithmetic errors in the calculation of the items of the bid.

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

- the absolute amounts of all corrections are more than 2% of the value of the economic offer provided;
- the absolute sum of all corrections is less than 2%, but no correction is accepted by the bidder.

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

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

In procurement procedures with a value below the upper monetary thresholds, if one or several bids are assessed as abnormally low, the Bid Evaluation Committee rejects them, disqualifying them from the procedure, without requesting clarification from the bidder(s).

In procurement procedures with a value above the high monetary thresholds, if one or several bids are assessed as abnormally low, The Tender Evaluation Committee shall request the economic operator to

submit, within three working days, explanations of the price or costs proposed in the tender, in accordance with Article 93 of the LPP and evaluate the information provided, in consultation with the tenderer in accordance with the provisions of this Article.

In any case, the bidder has the obligation to justify and document with written evidence, explanations for the specific element(s) of the bid, in accordance with the requirements of Article 93 of the PPL.

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

O - Offer

MO – Average of valid bids

N - Number of valid offers

PR (Zm) – Possible discount

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

$$PR = 85\% Mo$$

The value of the evaluated bids < .. PR consequently the bid is abnormally low.

3. If an Economic Operator does not accept the correction of arithmetic errors, or if the Tenderer fails to provide a justification to the satisfaction of the Contracting Authority/Entity, in the event of an abnormally low tender, its Tender shall be rejected.

4. The lottery process

If two or more bids have the same lowest price or have the same points, then the winner shall be determined by drawing lots, in the presence of the bidders. The bidders shall be notified of the date and time of the drawing. The non-participation of bidders during the drawing process shall not constitute grounds for disqualification.

D. AWARD OF THE CONTRACT

**23. Winner
Announcement**

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

**24. Signing of the
Framework**

1. After confirmation of the winner(s), the Contracting Authority/Entity prepares, signs and invites the successful Economic Operator(s) to sign the Framework Agreement/Contract.

Agreement/Contract

2. The Contracting Authority/Entity requires the winner to provide insurance for the implementation of the Contract. The amount of coverage for the implementation of the contract will be 10% of the Contract value. The Contract Insurance Form is submitted before the signing of the Contract.

Contract performance security may be provided in one of the following forms:

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

DH. COMPLAINTS

25. Complaint procedure

1. Any Economic Operator who has a legitimate interest in the subject matter of the procurement and risks being harmed by the decision-making of the contracting authority/entity may file a complaint simultaneously with the contracting authority/entity and the Public Procurement Commission regarding the Tender Documents, qualification, selection or determination of the winning bid, according to the provisions of the LPP and the sub-legal acts, in the Electronic Complaints System.
2. In cases of complaints about the decisions of the contracting authority or entity for the selection of candidates after the pre-qualification phase or for the tender evaluation process, economic operators who have participated in the procurement procedure and may be affected by the complaint filed have the right to present their arguments in relation to the latter simultaneously to the contracting authority or entity and the Public Procurement Commission.in the Electronic Complaints System..

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

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

E. CANCELLATION OF THE PROCEDURE

26. Cancellation of the procedure

1. The Contracting Authority/Entity shall publish the final decision on the Cancellation of the Procurement Procedure, in the same manner as it publishes the Contract Notice, no later than 5 (five) days from the date of expiry of the deadline for submitting complaints, or the issuance of the final decision on the complaint.
2. The contracting authority/entity cancels the procurement procedure in cases where:
 - a) no appropriate request has been submitted in the phased procedures;
 - b) no suitable bid has been submitted in single-stage procedures;
 - c) finds that the tender documents contain significant errors or 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 on the cancellation in accordance with the provisions of the LPP;

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

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

4.If the Contracting Authority/Entity needs to re-publish a new procedure for the same procurement object and with the same data, it should not proceed with its re-publication in the Electronic Procurement System before the end of the deadlines for filing/reviewing complaints and the decision taken in relation to them.

SECTION II: LIST OF ATTACHMENTS

Annex 1: Bid Form ECONOMIC

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

Appendix 3: Price Lists of items

Annex 4: Bid Security Form

Annex 5: List of Confidential Information

Annex 6: Technical Specifications Form

Annex 7: Quantity and Delivery Schedule Form

Annex: 8: Bidder Selection Criteria Form

Annex 9: Self-Declaration Summary Form

Annex 10: Disqualification Notification Form

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

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

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

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

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

Appendix 1.

(Annex to be submitted by the economic operator)

ECONOMIC OFFER FORM⁴

Date:

Procurement procedure/lot reference number:

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

Name of the bidder and NIPT [Economic Operator shall enter the name of the bidder and NIPT]

We, the undersigned, declare that:

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

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

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

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

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

⁴The value of the economic offer must not exceed two decimal places.

e)The total price of our Offer, excluding VAT, is: ----- [The Economic Operator shall state in figures and words];

f)The total price of our Offer, including VAT, is: ----- [The Economic Operator shall state in figures and words];

Name of the bidder's representative	
MEMORANDUM	
Seal	
Date _____	

ANNEX2.

[In the case of procurement procedures for the supply of fuel, gas oil, benzene and heating fuel, when the most economically advantageous tender is applied as an evaluation criterion based on the lowest price, Only this Annex is completed and submitted by the economic operator]

ECONOMIC OFFER FORM⁵

Date:

Procurement procedure/lot reference number:

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

Name of the bidder and NIPT [Economic Operator shall enter the name of the bidder and NIPT]

We, the undersigned, declare that:

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

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

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

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

1. Guidelines for Economic Operators;

⁵The value of the economic offer must not exceed two decimal places.

2. Contract Notice;
3. Selection Criteria;
4. Technical specifications, delivery schedule and quantity required;
5. General Conditions of Contract;
6. Special Conditions of Contract.

d) The rate of profit expressed in The absolute value is as follows:

1	2	3
No.	Description of goods	Profit rate expressed in absolute value

Name of the bidder's representative	
MEMORANDUM	
Seal	
Date _____	

Attention: Based on the provisions of Article 45/2.1 of the Council of Ministers No. 285/2021 “On the approval of public procurement rules”, as amended, when the evaluation criterion used is “the most economically advantageous tender based on the lowest price”, the contracting authority/entity calculates the price based on:

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

Appendix 3.

(Annex to be submitted by the economic operator)

PRICE LIST OF ITEMS

date: _____

Procurement procedure/lot reference number:

Name and unique identification number of the Economic Operator(s)(in case of BOE):

coins: _____

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

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

All items on this Form must be completed and priced as per the relevant Price List for the items. Items without value will be considered as non-bid items and will result in rejection of the bid.

Price List

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	
Article	Description of the goods	amount	price per unit	Total price per item (3 x 4X)	
1.					
2.					
3.					
4					
	Total price (Goods)				_____
Net price excluding VAT					
VAT (%)					
Total price with VAT:					

Name of the bidder's representative	
MEMORANDUM	
Seal	
Date _____	

Appendix 4.

(Annex to be submitted by the economic operator)

[Bank/Insurance Company Letterhead]

BID SECURITY FORM

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

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

* * *

Procurement procedure [*type of procedure*]

Short description of the contract: [object]

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

* * *

Referring to the above-mentioned 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 requiring explanations, provided that this request mentions the failure to meet one of the following conditions:

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

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

[Bank/insurance company representative]

Appendix 5.

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

Confidential Information List

(Enter the information you wish to remain confidential)

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

ATTENTION

Any data that is not registered as confidential will be deemed to have been disclosed with the consent of the holder of such information and the Contracting Authority/Entity will not be responsible for the disclosure of such information.

Information that must be made public by law, that concerns a violation of the law or that must be published on the basis of good commercial practices and principles of commercial ethics is not considered to constitute a trade secret. Specifically: The economic operator may not 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 must be made public or that is not confidential in accordance with the legislation in force.

Bidder's Representative**MEMORANDUM****Seal**

Appendix 6.

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

TECHNICAL SPECIFICATION FORM

The description of the Technical Specifications of the goods subject to procurement must be described as accurately and completely as possible, creating conditions for fair and open competition between all candidates and tenderers. The 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 process, characterizing the products or services offered by a specific Economic Operator or any trademark, patent, type or origin or specific production, shall be described in order to favor or eliminate certain undertakings or products. This shall be permitted only in exceptional cases where there is no sufficient, accurate or intelligible way to describe the subject of the Contract. Such references shall be accompanied by the words "or equivalent".

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

a) Minimum energy performance requirements, as defined in the legislation in force on energy efficiency and energy performance in buildings, energy consumption and other sources of energy-related products, including provisions for the use of labels for energy-related products;

b) Technical specifications for certain products, as defined in the relevant legal and sub-legal acts, with the aim of improving energy performance and reducing environmental impact;

c) Any other provisions arising from environmental, energy, social and labor legislation.

Drawings, technical parameters, etc.: According to the attached PDF material

Material Specification: According to the attached PDF material

Description of the implementation requirements of the services in relation to them:

The supply of goods will be at the request of the Contracting Authority, according to the list in the DST for the entire period of construction of the facility without any deviation from the requirements presented in the technical specifications and in accordance with standardized technical requirements.

It is mandatory for the Economic Operator to provide:

- Technical data as required in the technical specifications attached to the DSTs.
- Drawings and dimensions

-
- Electrical diagram
 - User manual (installation drawings)

Also, referring to Law No. 162/2020 "On Public Procurement" (as amended) and DCM No. 285, dated 19.05.2021 "On the approval of public procurement rules" (as amended), upon delivery of the goods, to ensure that the quality of the goods is the same as the quality for which the contractor was declared the winner, the potential supplier must submit the original documentation / notarized copy.

Also upon delivery of the goods, the potential supplier must present:

1. Manufacturer's quality certificate for all delivered goods.
2. Certificate of Origin for all goods delivered.
3. Warranty Certificate, minimum 36 (thirty-six) months from delivery of the goods.
4. Test reports for the items subject to procurement.
5. Manufacturer's authorization for all delivered goods.
6. Declaration of conformity from the manufacturer for the materials (which conform to the standards) and specifications required by the CA.
7. The procurement object will be considered valid when it is approved in terms of items and quality by the Contracting Authority, which will sign the relevant tax invoice.

The structure in charge of following the contract (contract administrators) will be the Commission established by the head of the contracting authority/entity "Tirana Regional Directorate / OSSH sh.a."

In cases where there are no complaints about the quality and quantity of the goods, the control, approval and acceptance of the delivered goods will be carried out by the commission established by the Contracting Authority and the Economic Operator will submit the completed object, accompanying it with this documentation:

- Certificate of receipt of goods signed by the contractor's representative and the receipt commission at the Contracting Authority.
- Goods acceptance certificate.
- Sales tax invoice to be completed for the supply of all items subject to procurement.

Product Warranty

The manufacturer must ensure the supply of meters and their accessories in accordance with all specifications and requirements of this document.

Meters must be delivered without defects, must have the required characteristics and must not have errors that reduce the values and characteristics of the meter.

The minimum warranty period is set at 36 months from the date of delivery. The minimum time for eliminating defects for the implementation of the warranty period is set at 30 working days, or at 14 working days for replacement.

The delivery deadline for the goods will be 120 (one hundred and twenty) days after signing the contract with the winning Economic Operator of the procurement procedure.

Appendix 7.(Annex to be completed by the Contracting Authority/Entity)

(This Annex in the case of a Framework Agreement will be completed by the contracting authority/entity only during the reopening of the mini-competition process))

QUANTITY AND DELIVERY SCHEDULE FORM

"Purchase of new connection meters, elimination of anomalies, verification of metering systems upon customer request and/or OSSH plans, in the metering system, including the necessary accessories"

Delivery deadlines: 120 (one hundred and twenty) days from the date of conclusion of the contract

Quantity of goods required:

Nr	Përshkrimi	Sasia (cope)	Destinacioni	Periudha e dorëzimit
1	Matësa 230V; 5-100 A (redy smart)	6000	Drejtoria Rajonale Tirane	30 ditet e para te afatit
		29100	Drejtoria Rajonale Tirane	Ne vazhdimesi
2	Matësa 3X230/400 V; 5-100 A (redy smart)	15000	Drejtoria Rajonale Tirane	Ne vazhdimesi
3	Boks.ind.int.sta.1FAut 1P 230V 25A pa matës	3000	Drejtoria Rajonale Tirane	Ne vazhdimesi
4	Boks.ind.int.sta.3FAut 3P 230/400V 16A pa matës	1476	Drejtoria Rajonale Tirane	Ne vazhdimesi
5	Box Kolektiv metalik. (16+2) pa mates	100	Drejtoria Rajonale Tirane	Ne vazhdimesi
6	Box Kolektiv metalik. (21+2) pa mates	100	Drejtoria Rajonale Tirane	Ne vazhdimesi
7	Panel matje T.U 3X 230/400V me TRI 100/5 A me automat 3P 125 A	120	Drejtoria Rajonale Tirane	Ne vazhdimesi
8	Panel matje T.U 3X 230/400V me TRI 150/5 A me automat 3P 180 A	250	Drejtoria Rajonale Tirane	Ne vazhdimesi
9	Panel matje T.U 3X 230/400V me TRI 200/5 A me automat 3P 250 A	210	Drejtoria Rajonale Tirane	Ne vazhdimesi
10	Panel matje T.U 3X 230/400V me TRI 250/5 A me automat 3P 300 A	100	Drejtoria Rajonale Tirane	Ne vazhdimesi
11	Panel matje T.U 3X 230/400V me TRI 300/5 A me automat 3P 400 A	110	Drejtoria Rajonale Tirane	Ne vazhdimesi
12	Panel matje T.U 3X 230/400V me TRI 400/5 A me automat 3P 500 A	110	Drejtoria Rajonale Tirane	Ne vazhdimesi
13	Panel matje T.U 3X 230/400V me TRI 500/5 A me automat 3P 630 A	20	Drejtoria Rajonale Tirane	Ne vazhdimesi
14	Panel matje T.U 3X 230/400V me TRI 600/5 A me automat 3P 800 A	30	Drejtoria Rajonale Tirane	Ne vazhdimesi
15	Panel matje T.U 3X 230/400V me TRI 800/5 A me automat 3P 1000 A	30	Drejtoria Rajonale Tirane	Ne vazhdimesi
16	Panel matje T.U 3X 230/400V me TRI 1000/5 A me automat 3P 1200 A	15	Drejtoria Rajonale Tirane	Ne vazhdimesi
17	Panel matje T.U 3X 230/400V me TRI 1200/5 A me automat 3P 1500 A	3	Drejtoria Rajonale Tirane	Ne vazhdimesi
18	Panel matje T.U 3X 230/400V me TRI 1500/5 A me automat 3P 1800 A	2	Drejtoria Rajonale Tirane	Ne vazhdimesi
19	Vule sigurie	100000	Drejtoria Rajonale Tirane	Ne vazhdimesi
20	Tel celiku I Viaskuar për vula sigurie	30000 ml	Drejtoria Rajonale Tirane	Ne vazhdimesi

Note:For article no. 1-230V meter; 5-100 A (ready smart) for emergency reasons, the quantity of 6000 pieces will be supplied within 30 (thirty) days from the date of signing the contract with the winning economic operator, the remaining part in succession.

Appendix 8.

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

SELECTION/QUALIFICATION CRITERIA FORM II

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 procurement object in the field of activity, and has active status;
- b) is not in bankruptcy proceedings (active status);
- c) has not been convicted of any criminal offense, in accordance with Article 76/1 of the LPP;
- ç) the person(s) acting as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling power within the Economic Operator, is not convicted or has not been convicted by a final court decision for any criminal offense, as defined in Article 76/1 of the LPP;
- d) has not been found guilty of serious professional misconduct, as long as it has not been prescribed, according to the legislation in force;
- 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 a conflict of interest, according to the legislation in force;
- g) carries out its activities in accordance with relevant environmental, social and labor legislation;
- gj) has submitted an Independent Bid, in accordance with the requirements of applicable legislation;
- h) carries out the activity in accordance with the requirements of the legislation in force.
- i) there are no persons in the capacity of member of the administrative body, manager or supervisor thereof, shareholder or partner, or with representative, decision-making or controlling powers within it who are/have been in this capacity in an economic operator

excluded from the right to win public contracts, by decision of the Public Procurement Agency, during the time this decision is in force.

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

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

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 9.**

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

In case 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 should not be changed by Contracting Authorities/Entities.

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

If the tender is submitted by a consortium of Economic Operators, it shall be submitted:

- Cooperation agreement between Economic Operators, which designates the representative, the percentage of participation in the association, and the elements that each of the members of the association undertakes to implement.
- If an economic operator wishes to rely on the capacities of other entities, it shall prove to the contracting authority or entity that it will have the necessary resources available, by submitting a written commitment from these entities to this effect.

2. SPECIAL QUALIFICATION CRITERIA

1. The bidder must submit:

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

b. Bid Security, according to Annex 4;

2. The bidder must submit:

2.1 Professional capacity of economic operators:

Referring to point 1 of Annex 8, the bidder must declare that it meets the general acceptance/qualification criteria. These criteria must be met by submitting the entity's written self-declaration, on the day of the bid opening, according to Annex 9.

-

2.2 Economic and financial capacity:

- 2.2.1 Economic operators must submit annual balance sheets for the financial years 2022, 2023 and 2024, accompanied by the Expertise Report of the Authorized Accounting Expert, only in the case when they are in accordance with the provisions of Law No. 8438 dated 28.12.1998 "On Income Tax", as amended.

This qualification requirement is considered met if in 2 (two) consecutive balance sheets, there is no negative ratio between assets and liabilities.

When the offer is submitted by a consortium of operators, this condition is met by each member of the consortium.

- 2.2.2 To prove financial and economic capacity, economic operators must submit proof of annual turnover for the financial years 2022, 2023 and 2024, where the turnover value for at least one of the years of the required period must be no less than 100% of the estimated value of the contract being procured.

In the case of a merger of economic operators, this criterion is met by each member of the merger in proportion to the percentage and/or conditions of their participation in the merger.

- 2.2.3 Economic Operators must submit a certificate from local government bodies (Municipalities) for the payment of local taxes for the first half of 2025 (for the main NIPT and for secondary NIPTs), according to legal provisions in all countries where they exercise their activity according to Registration at the National Registration Center. In the event of a merger of economic operators, each member of the group must submit a certificate issued by the Municipality in which it is registered according to the NRC.

*** This criterion must be met by submitting the summary self-declaration form according to the relevant Annex to the DST. Whereas the first qualified Economic Operator, before the publication of the winner's announcement and the start of the appeal deadlines, must submit a certificate/s issued by the Municipality, by which the payment of these taxes according to the self-declaration made in the relevant Annex to the DST is confirmed.

2.3 Technical capacity:

2.3.1 To prove previous experience, the Economic Operator must submit evidence of the successful implementation of one or more contracts for previous, similar supplies, carried out during the last three years, with a value not less than 39% of the estimated value of the contract being procured and which has been implemented during the last three years, from the date of publication of the contract notice.

As evidence of previous experience in the public sector, the Economic Operator must submit certificates issued by a public entity for the successful completion of the contract, indicating the value, the deadline for the completion of the contract, or/and sales tax invoices, completed in accordance with the requirements of the legislation in force, indicating the dates, amounts and quantities of goods supplied.

In the case of previous experience in the private sector, the Economic Operator must submit only sales tax invoices, completed according to the requirements of the legislation in force, and declared to the tax authorities, indicating the dates, amounts and quantities of goods supplied.

Fulfilling one of the two aforementioned conditions makes the offer eligible.

2.4 DOCUMENTATION

The Economic Operator must submit:

1. The Economic Operator must submit an authorization from the manufacturer/distributor for the requested items. The authorization must contain full details of the manufacturer such as: telephone, fax, e-mail, website, this is necessary for the Contracting Authority in case of verification by it. In case of availability of the manufacturer's authorization in a foreign language, this document must be presented translated and notarized in the official Albanian language. In case of submission of the authorization from the authorized distributor, the economic operator must prove with a document, the connection between the manufacturer and the official distributor.
2. In order to compare compliance with the required technical specifications and standards, the Economic Operator must submit: The manufacturer's catalog(s) or fragments of the catalog(s) for the list of goods subject to procurement, in which the materials to be offered are clearly indicated and specified.

Note: The fragments of the catalog/s must easily and clearly indicate that they are part of the catalog, as well as which catalog and which manufacturer they belong to. The parts of the catalog where technical specifications are indicated, must be translated into Albanian and notarized.

3. The Economic Operator must present evidence of official tests carried out on the requested items, subject to procurement, issued by authorized institutions or by the manufacturer, which certify the compliance of the manufactured goods with the technical specifications and standards required by the Contracting Authority.

-
4. The economic operator bidding to perform this contract must be equipped with an ISO 9001 Certificate for the quality management system, **OR EQUIVALENT** (of valid, accredited by DPA or by International Accreditation Bodies, recognized by the Republic of Albania)

In cases of Association of Economic Operators, each member of the group must submit the ISO Certificate according to the items of goods that it will undertake to produce according to the agreement.).

5. The Economic Operator must submit a self-declaration stating that the manufacturer's quality management system is in accordance with the ISO 9001 - 2015 standard and its scope is consistent with the requested goods.

Note: All norms and standards required in the technical specifications published by the Contracting Authority will also refer to their equivalents, the Albanian SSH standards approved by the General Directorate of Standardization DPS, in those cases where these standards have been unified by this Directorate.

6. The Economic Operator must submit a declaration of conformity stating that the materials have the CE marking.

7. For the security seal item, the following must be presented:

- verification of the approval of the seal by the General Directorate of Metrology (GDPM).

8. The economic operator must submit a declaration for the warranty period of the items (not less than 36 months from the date of delivery). The minimum time for eliminating defects for the implementation of the warranty period is set within 30 working days, or within 14 working days for replacement.

9. Economic operator for the following items:

- Meter 230V; 5-100 A (smart ready)

- Meter 3x 230/400V; 5-100 A (smart ready)

- Electronic meters ready for remote reading 3x230/400V 5(6)A

The day and time of the opening of the procedure must be presented by a sample which must be in accordance with the technical specifications set out in the appendix "Technical Specifications" of the DST.

For each "sample" item submitted, a signed and stamped label with the main company and procedure information must be attached to the sample.

10. The economic operator must declare according to the table for the goods subject to procurement.

No.	Product name	Country of origin of the goods	Manufacturer/Distributor authorized by the manufacturer
1			
2			
Etc.,			

11. In order to complete Annex 9 "Summary self-declaration form", the bidding Economic Operator must provide clear data such as Name, Surname, Father's Name, Mother's Name, Date of Birth, Place of Birth, Personal Number, as well as a scanned copy of the identification document (Albanian or foreign), for the Administrator/Administrators of the company, Partner/Partners of the company, various special representatives of the company, various managers of the company

12. Based on the provisions of the Public Procurement Rules, approved by Council of Ministers No. 285 dated 19.05.2021 "On the approval of public procurement rules", as amended, where point 6 of article 26 provides:

- *Before the publication of the award notice and the start of the appeal deadlines, the contracting authority/entity shall first request the qualified tenderer to submit the supporting documents provided for in letters "a", "b", "d", "dh", "e", "h", "i", "j" of point 2 of this article, as well as other documents accompanying the tender, submitted electronically. These documents must be submitted in original or in copies identical to the original.*

All documents must be originals or notarized copies. Failure to submit a document, or false or inaccurate documents, will be considered disqualification.

Note: In compliance with Article 36 of Law No. 162, dated 23.12.2020 "On Public Procurement", as amended, in all cases where the tender documents mention "brand", the term "or its equivalent" is included. In the case of bids from foreign bidders, the bid documents must be equivalent to the documents required under the legal provisions in the field for the unification of documents.

In the case of bids from foreign bidders, the bid documents must be equivalent to the documents required under the legal provisions of the field for the assessment of documents.

Appendix 9.

(Annex to be submitted by the economic operator)

SUMMARY SELF-DECLARATION FORM

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

A. Part I: Information about the Economic Operator

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

B: DECLARATION

For subcontractors and entities in whose capacities the Economic Operator will be supported (if applicable)

In my capacity as economic operator, I declare under my sole responsibility that:

- **Subcontractor information**

Name of proposed subcontractor	NIPT	Percentage of subcontracting	Related goods/services to be subcontracted

- **Information on the capacity of entities whose economic operator will be supported**

Name(s) of the subjects	TIN	Type of capacity for which the economic operator will be supported	Please specify the capacity(s) specifically.

Part II: Grounds for exclusion

A: DECLARATION OF FULFILMENT OF GENERAL QUALIFICATION CRITERIA

statement
<p>The economic operator 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 procurement object in the field of activity, and has active status.</p> <p><i>Clarifications if deemed necessary</i> _____</p>

<p>The economic operator has not been convicted of any of the criminal offenses provided for in Article 76/1 of the LPP or has been convicted and a period of 5 years has passed from the date of execution of the sentence, unless another period has been determined by the court, according to the provisions of Article 76 of the LPP.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The person/persons in the capacity of member of the administrative body, director or supervisor, as shareholder or as partner, have either representative, decision-making or controlling powers within the economic operator, as follows:</p> <p>_____</p> <p>_____</p> <p>etc.</p> <p>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, unless another period has been determined by the court, according to the provisions of Article 76 of the LPP, etc.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator has not been announced guilty of serious professional misconduct, as long as it has not been prescribed, according to the legislation in force.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator is not in bankruptcy proceedings (active status).</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator has paid all electricity obligations for all addresses of the activity, according to the relevant legislation in force.</p> <p>This information is required for economic operators operating in the territory of the Republic of Albania.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>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.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The Economic Operator has not shown significant or persistent deficiencies in fulfilling an essential criterion of a previous contract with a contracting authority or entity or a concession contract that led to the termination of this contract.</p> <p><i>Clarifications if deemed necessary</i> _____</p>

<p>The economic operator has registered the beneficial owners in the register of beneficial owners, according to the provisions of the legislation in force.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator registered in the Albanian commercial register implements the obligations arising from the legislation in force for the reference basic salaries per occupational category for employees contracted to work.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator is not on the list of economic operators prohibited from winning public contracts in accordance with Article 78 of the LPP.</p> <p>The economic operator does not have as a member of its administrative body, director or supervisor, shareholder or partner, or with representative, decision-making or controlling powers within it persons who are/have been in this capacity in an economic operator excluded from the right to win public contracts, by decision of the Public Procurement Agency, during the time this decision is in force.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator carries out its activity in compliance with the legal requirements in force.</p> <p><i>Clarifications if deemed necessary</i> _____</p>

B: DECLARATION

For the Submission of Independent Bids

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

I am aware of the consequences that come to me regarding this Declaration, in compliance with Law No. 9121/2003, "On the Protection of Competition" and Law No. 162/2020, "On Public Procurement", as amended.

I prepared the offer independently, without making any agreements or agreements with any other competitor.⁶

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

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

I have not had any agreements or contracts with any competitor, with the intention of violating competition, regarding the quality, quantity, specifications or specific deliveries of products or services related to the procurement in question.

The terms of the bid have not been made known and will not be made known, with the aim of prejudice to competition in any way, to other competitors, before the date and time of the official opening of bids, the announcement of the winner and the conclusion of the contract, unless required by law.

C: DECLARATION

On Conflict of Interest

statement

In our capacity as economic operator, we declare that we are aware of the following:

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 influence, or that may influence or that appear to influence the improper performance of public duties and obligations.

In accordance with Article 21, paragraph 1, Law No. 9367, dated 07.04.2005, the categories of officials as provided for in Chapter III, Section II, who are absolutely prohibited from benefiting directly or indirectly from the signing of contracts between a party and a public institution are:

- The President of the Republic, the Prime Minister, the Deputy Prime Minister, the Ministers or Deputy Ministers, the Deputies, the Judges of the Constitutional Court, the Judges of the High Court, the Head of the High State Audit, the Prosecutor General, the Judges and Prosecutors at the level of the Court of First Instance and the Court of Appeal, the People's Advocate, the Members of the Central Election Commission, the Members of the High Council of Justice, the Inspector General of the High Inspectorate of Declaration and Control of Assets and Conflict of Interest, the Members

⁶ For the purpose of this declaration and the tender submitted, the word "competitor" means any other economic operator, other than the Tenderer, whether or not presented as a group of economic operators, that: a) submits a tender in response to the Contract Notice and/or the Invitation to Tender issued by the Contracting Authority; b) is a potential tenderer, who, based on his/her qualifications, skills or experience, may submit a tender in response to the Contract Notice and/or the Invitation to Tender.

of the Regulatory Entities (the Supervisory Council of the Bank of Albania, including the Governor and Deputy Governor; competition; telecommunications; electricity; water supply; insurance; bonds; media authorities), the general secretaries of the central institutions as well as any public official in any public institution whose position is equivalent to that of the Director General, the 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 herein shall apply only in the case of concluding contracts within the field and territory of the institution and the jurisdiction of the institution, where the official works. This prohibition shall also apply when the party to the contract is a subordinate institution.

When the official is the mayor or deputy mayor of a municipality or commune, or the president of a regional council, a member of the relevant council, or a senior management official of a local government unit, the prohibition on the private interests of the official, specified herein, shall apply only in the case of the conclusion of contracts, if any, with the municipality, commune or region where the official exercises such a function. This prohibition shall also apply when the party to the contract is a public institution subordinate to this unit (Article 21, paragraph 2, Law No. 9367, dated 07.04.2005).

The prohibitions provided for in Article 21, paragraphs 1, 2 of Law No. 9367, dated 07.04.2005, with the relevant exceptions, shall apply to the same extent to persons related to the official, i.e. the spouse, cohabitant, adult children and parents of the official and of the spouse and cohabitant.

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 07.04.2005 "On the Prevention of Conflict of Interest in the Exercise of Public Functions", as amended, and the by-laws adopted on its basis by the High Inspectorate for Asset Declaration and Control, as well as Law No. 162/2020, dated 23.12.2020 "On Public Procurement".

Accordingly, I hereby declare that no public official, as defined in Chapter III, Section II of Law No. 9367, dated 07.04.2005, and in this declaration, has any private interest, direct or indirect, in the legal entity that I represent herein.

D: DECLARATION

For the implementation of legal provisions in labor relations

statement
In my capacity as economic operator, I declare under my sole responsibility that:
<ul style="list-style-type: none">The economic operator _____ guarantees the protection of the right to employment and profession from any form of discrimination, as provided for by the labor legislation in force.

- The economic operator _____ concludes the relevant employment contracts with the employees and guarantees measures regarding safety and health at work for all and, in particular, for vulnerable groups, based on the labor legislation in force.
- The economic operator _____ has no legal measure in force, imposed by the State Inspectorate of Labor and Social Services (ISHPSHSH). In cases where legal violations have been found, the economic operator has taken the necessary measures to address them, within the deadlines set by the ISHPSHSH.

Clarifications if deemed necessary _____

Part III Selection/Qualification Criteria

A: DECLARATION

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

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

B: DECLARATION

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

statement	Answer
In my capacity as economic operator, I declare under my sole responsibility that: I have the necessary employees as well as the tools and machinery for the execution of the contract, as specified in the tender documents, and I certify this with the relevant documentation, which I will submit in original or notarized copies if I win, or if clarifications are requested from the contracting authority/entity.	<u>employee</u> Yes [] No [] If yes, number of employees: _____ Employee profile _____ —

	<u>Machinery and tools</u> Yes [] No [] If yes, please list with specific details: <hr/>
First name, Last name _____ Company _____ Seal _____ Date of submission of the declaration _____	

Please make sure that:

- Each participant listed in a group of economic operators shall submit a separate Self-Declaration Form.
- In case 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 false/inaccurate self-declaration by economic operators not only constitutes a reason for disqualification from the specific procedure, but also constitutes a reason for their exclusion from the right to win public contracts for up to 3 years, according to the provisions of the public procurement law.
- Economic operators bidding in procurement procedures must in every case self-declare accurate information that corresponds to their factual situation.

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

- In single-stage procurement procedures, Before the publication of the award notice and the start of the appeal deadlines, the contracting authority/entity shall request the first qualified bidder to submit the supporting documents for the self-declarations in the summary self-declaration form, as well as the documents submitted as part of the bid electronically.
- In phased procurement procedures, this documentation is required from all qualified candidates in the first phase, before the start of the appeal deadlines.
- The first qualified bidder, prior to the publication of the winner's announcement and the start of the appeal deadlines, must submit the supporting documents for

the bid documents uploaded to the Electronic Procurement System, which must be in original or certified copies.

- **While, dThe supporting documents, which will be submitted to prove the self-declarations made, must be submitted in original or identical to the original and must prove the factual situation of the bidder at the time of his bid.**

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

Appendix 10.

Disqualification Notification Form⁷

[Location and date]

[Name and address of the Contracting Authority/Entity]

[Address of Bidder]

Dear Mr. / Ms. <Contact Name>

We thank you for your participation in the above-mentioned public procurement procedure. The procedure was conducted in accordance with Law No. 162/2020 “On Public Procurement”, as amended.

Your offer was carefully evaluated based on the terms and conditions set out in the Contract Notice and the tender dossier. 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 believe that the contracting authority/entity has violated the LPP or RPP during the public procurement procedure, you have the right to initiate a review procedure after the publication of the award notice according to the provisions of Chapter XIV of the Public Procurement Law.

Although we cannot utilize your services in this instance, we believe you will remain interested in our procurement initiatives.

With respect,

Head of the Contracting Authority/Entity

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

Appendix 11.

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

**WINNER NOTIFICATION FORM, AFTER PUBLICATION OF WHICH THE
COMPLAINT DEADLINES BEGINS**

[Date]

Directed by:

Economic Operator (EO) ☐ **OR**

[Name, surname and address of the Economic Operator]

Union of Economic Operators (BOE) ☐

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

-EO/BOE with subcontractor

yes ☐ **NO** ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-EO/BOE with Supporting Entity:

yes ☐ **NO** ☐

If yes, to provide data: _____

[Names, Nipts, respective and addresses]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number/Lot Reference: Short description of the contract: [Object, quantities and duration of the contract]

Date of Publication of the Contract Notice in the SPE: _____

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

WINNER SELECTION CRITERIA:

- most economically advantageous tender based on cost ☐
- most economically advantageous offer based on price ☐

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

1. _____

Full name of the company

NIPT number

Value

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

Full name of the company

NIPT number

Value

(expressed in figures and words))

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

Etc. _____

The following bidders have been disqualified from the participants:

1. _____

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

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

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

* * *

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

* * *

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

With the publication of this notice, the deadlines for appeals begin as defined in Article110 of Law No. 162/2020, dated 23.12.2020 “On Public Procurement”, as amended.

Appendix 12.

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

**WINNER NOTIFICATION FORM, AT THE END OF THE COMPLAINT
DEADLINE**

[Date]

Directed by:

Economic Operator (EO) ☐ **OR**

[Name, surname and address of the Economic Operator]

Union of Economic Operators (BOE) ☐

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

-EO/BOE with subcontractor

yes ☐ **NO** ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-EO/BOE with Supporting Entity:

yes ☐ **NO** ☐

If yes, to provide data: _____

[Names, Nipts, respective and addresses]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot Reference: Short description of the contract: [Object, quantities and duration of the contract]

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

⁸Date of Publication in the Public Notices Bulletin of the Winner's Notice from which the appeal deadlines begin/Notice of Cancellation from which the appeal deadlines begin
[Date] [Number]_____

WINNER SELECTION CRITERIA:

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

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

1. _____
Full name of the company NIPT number *Value (expressed in figures and words)*

EO/BOEwith subcontractor

yes ☐ NO ☐

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

2. _____
Full name of the company NIPT number *Value (expressed in figures and words)*

EO/BOEwith subcontractor

yes ☐ NO ☐

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

Etc. _____

The following Bidders have been disqualified:

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

reason

EO/BOEwith subcontractor

yes ☐ NO ☐

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

⁸In the case of procurement procedures carried out in writing, only the date of publication of these notices in the HRN is filled in.

2. _____

Full name of the company

NIPT number-the reasons

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

* * *

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

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

If you do not submit the contract security within the deadline provided for in the tender documents, or withdraw from signing the contract, your bid security will be forfeited and the contract will be awarded to the next highest ranked bidder, whose bid has been submitted with a total value of [relevant value expressed in words and figures], as provided for in Article 83 of Law No. 162/2020 “On Public Procurement”, as amended.

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

yes ☐ NO ☐

If Yes (No.____ Date____ of the final decision on the review of the complaint, issued by the Public Procurement Commission)

[Head of the authority/Contracting entity]

Appendix 13.

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

**NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE
FRAMEWORK AGREEMENT, AFTER THE PUBLICATION OF WHICH THE
COMPLAINT TIME LIMITS BEGINS**

[Date]

Directed by:

Economic Operator (EO) ☐ **OR**

[Name, surname and address of the Economic Operator]

Union of Economic Operators (BOE) ☐

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

-EO/BOE with subcontractor

yes ☐ **NO** ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-EO/BOE with Supporting Entity:

yes ☐ **NO** ☐

If yes, to provide data: _____

[Names, Nipts, respective and addresses]

* * *

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot reference:

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

Date of Publication of the Contract Notice in the SPE:_____

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

WINNER SELECTION CRITERIA:

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

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

1. _____

Full name of the company

NIPT number

Offered value/Total unit prices and expected value of
contracts_____

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

Full name of the company

NIPT number

Offered value/Total unit prices and expected value of
contracts_____

expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

Etc. _____

The following bidders have been disqualified from the participants:

1. _____

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

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

Full name of the company NIPT number reasons

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

* * *

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

1. _____

Full name of the company *NIPT number*

Value/Total unit prices and expected value of contracts _____

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes,to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

Total points received _____

2. _____

Full name of the company *NIPT number*

Offered value/Total unit prices and expected value of contracts

expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Total points received _____

Etc. _____

With the publication of this notice, the deadlines for appeals begin as defined in Article 110 of Law No. 162/2020, dated 23.12.2020, "On Public Procurement", as amended.

Appendix 14.

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

NOTIFICATION FORM OF SUCCESSFUL ECONOMIC OPERATORS IN THE FRAMEWORK AGREEMENT, AT THE END OF THE COMPLAINT DEADLINES

[Date]

Directed by:

Economic Operator (EO) ☐ **OR**

[Name, surname and address of the Economic Operator]

Union of Economic Operators (BOE) ☐

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

-EO/BOE with subcontractor

yes ☐ **NO** ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

-EO/BOE with Supporting Entity:

yes ☐ **NO** ☐

If yes, to provide data: _____

[Names, Nipts, respective and addresses]

Contract Type: _____

Type of Procurement Procedure: _____

Procedure Number / Lot Reference: Short description of the contract: [Object, quantities and duration of the contract]

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

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

WINNER SELECTION CRITERIA:

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

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

1. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

Etc. _____

The following Bidders have been disqualified:

1. _____

⁹In the case of procurement procedures carried out in writing, only the date of publication of these notices in the HRN is filled in.

Full name of the company
reason

NIPT number

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

2. _____

Full name of the company NIPT number reasons

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

* * *

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

1. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of
contracts _____

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, %of subcontracting)

Total points received _____

2. _____

Full name of the company

NIPT number

Value/Total unit prices and expected value of contracts

(expressed in figures and words)

EO/BOEwith subcontractor

yes ☐ NO ☐

If yes, to provide the data _____

(Names of subcontractors, Npts, %of subcontracting)

Total points received _____

Etc. _____

Consequently, you are requested 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.

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

yes ☐ NO ☐

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

[Head of the Authority/Contracting Entity]

Appendix 15.

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

FORM OF NOTIFICATION OF CANCELLATION OF THE PROCUREMENT PROCEDURE, AFTER THE PUBLICATION OF WHICH THE COMPLAINT DEADLINES BEGINS

1.Name and address of the Contracting Authority/Entity

Name _____

address _____

Tel/Fax _____

Email _____

Web-site _____

2.Type of procedure: _____

3. Procedure/Lot Reference Number: _____

4. Object of the Contract

5. Limit

Fund _____

6.Reasons for Cancellation:

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

7. Additional information

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

Section III Terms and Conditions of Contract (TCC)

This Section contains:

Annex 16: General Conditions of Contract

Annex 17: Conditions of special of the Contract

Annex 18: Contract Security Form

Annex 19: Draft Framework Agreement setting out all terms and conditions

Annex 20: Draft Framework Agreement where not all conditions are specified

Appendix 16.

General Conditions of Contract (GCC)

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

Article 1 General provisions

1.1 Definitions

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

1.1.1 contracts

1.1.1. "Contract" means a contract for remuneration, concluded in writing, between one or more
1 economic operators and one or more contracting authorities or entities, having as its object the execution of works, the supply of goods and services, in accordance with the LPP.

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

1.1.1. "Contract Price" means price paid to the Supplier as specified in the contracts.
3

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

1.1.1. "Yes""Termination of the Contract" means the cessation of execution of the Contract as
5 defined in Article 25.

1.1.1. "Technical Specifications" means the characteristics of the Goods subject to the contract
6 and any additions and modifications thereof.their characteristics in accordance with the Contract.

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

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

1.1.1. "Lists" means the document(s) entitled Lists completed by the Supplier and submitted
9 with the bid, as incorporated in the Contract. Such documents may include the Price Lists provided, Tariff Lists and/or Prices.

1.1.1. "Offer" means the economic offer and all other documents that the Supplier has submitted
10 with the economic offer, as incorporated into the Contract.

1.1.1. "CCC" means the General Conditions of Contract.
11

1.1.1. "SCC" means the Special Conditions of Contract.
12

1.1.2 The Contracting Parties

1.1.2. "Party" means the signatories to the contract, in the capacity of Buyer and Supplier as
1 the context requires.

1.1.2. "Buyer" means the Contracting Authority/Entity that is the beneficiary of the Goods
2 subject to the contract.

1.1.2. "Supplier" means the economic operator(s) supplying the Goods subject to the contract.
3

1.1.2. "Subcontractor" means any entity designated as a subcontractor for the provision of a
4 portion of the Goods or Related Services.

1.1.3 Dates, Tests, Periods and Completion

1.1.3. "Acceptance Test" means the tests (if applicable) which are specified in the Contract and
1 which are carried out in accordance with the Specifications for the purpose of acceptance of the Goods.

1.1.3. "Day" means a calendar day.
2

1.1.4 wares

1.1.4. "Goods" means all goods, raw materials, machinery and equipment and/or other
1 materials that the Suppliers are required to supply to the Buyer under the Contract.

1.1.4. "Related Services" means incidental services connected with the supply of the Goods,
2 such as insurance, transport, installation, commissioning, training and initial maintenance or any other services of this nature under the Contract.

1.1.5 Other definitions

1.1.5. "Buyer's Address" is the address specified in the KVK.
1

1.1.5. "Force Majeure" is defined in Article 22 "Force Majeure".
2

1.1.5. "Contract Insurance" is according to the provisions of Article 10 "Contract Insurance".
3

1.1.5. "Place of delivery of the Goods" means the place specified in the CPC.
4

1.1.5. "Unforeseeable" or "Unforeseen" means an event objectively impossible to foresee at
5 the time of publication of the Contract Notice.

1.1.5. "Contract modification" is as defined in Article 23.
6

1.1.5. "Legislation in the field of procurement" means the LPP, the Public Procurement Rules
7 and other sub-legal acts based on and for the implementation of the LPP as specified in the KVK.

1.1.5. "Prohibited Practices" have the meaning set forth in the LPP.
8

1.2 iNTERPRETATION

1.2.1 Interpretation of the Contract, unless the context otherwise requires:

(a) words indicating one gender include all genders;

(b) words denoting the singular include the plural and words denoting the plural include the singular;

-
- (c) provisions that include the word "agree", "agree" or "agreement" require that the agreement be documented in writing;
 - (d) "written" or "in writing" means handwritten, typewritten, printed or made electronically.

1.2.2 Incoterms

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

1.2.3 Modification

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

1.2.4 Giving up

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

1.2.5 Independent effect 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 communication

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

- (a) in writing and delivered by hand (against receipt), 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 address for communications of the recipient as described in the KVK. However:

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

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

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

1.4 Law and language

The contract will be governed and interpreted according to Albanian legislation.power.

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

The language for communications will be that stated in the KVK. If no language is specified therein, the language for communications will be the language of the epdeterminedof 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, this translation shall prevail.

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

1.5 Priority of Documents

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

1.6 Drafting the Contract

1.6.1 The announcement of the winning bid at the end of the appeal deadlines will serve to draft the contract between

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

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

1.7 Copyright

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

1.8 Confidential Details

Supplier and Purchaser'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 of them will publish or disclose specific data of the Goods prepared by the other Party without the prior agreement of the other Party. However, the Suppliers are allowed to disclose any publicly available information, or information required to prove its 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 Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract. In such event, the Supplier shall include in its contract with the Subcontractor(s) a provision providing for the maintenance of confidentiality as set forth in the addresstoSuppliers under this article.

1.9 Compliance with laws

During the performance of the Contract, the Supplier complies with applicable laws.

Unless otherwise specified in the Special Conditions

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

(b) The Supplier shall obtain and pay for all permits, approvals and/or licenses from all local, state or national authorities or public utility companies in the Purchaser's country which such authorities or companies require the Supplier to obtain on its behalf and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all of the Supplier's imported equipment. The Supplier shall obtain all other permits, approvals and/or licenses which are not the Purchaser's responsibility under clause 1.9(a) hereof and which are necessary for the performance 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 whatsoever arising or resulting from any violation of such laws by the Supplier or its personnel, including Subcontractors and their personnel, but without prejudice to Article 7.1.

1.10 Joint and several responsibility

If the Supplier is a consortium of Economic Operators, all such 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 the Buyer

Supplier shall respond to questions and provide Buyer with any information or documents necessary for (i) investigation of allegations of Prohibited Practices, or (ii) Buyer's

monitoring and evaluation of the Contract and to enable Buyer to review and address any issues relating to the Contract.

The Supplier maintains all documentation related to the implementation of the Contract in accordance with applicable legislation.

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 performance of the Contract.

2.2 If the Buyer finds that the contract award was made under conditions of conflict of interest and this fact could not have been identified previously, 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, it informs the competent authorities.

Article 3 Notifications

3.1 Any notice 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 take effect as soon as to surrender.

Article 4 Scope of Supply

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

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

Article 5 Delivery

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

Article 6 Supplier Responsibilities

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

Article 7 Contract Price

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

Article 8 Payment Terms

- 8.1** The Contract Price will be paid as specified in the CPC.

The Supplier must be paid by the Buyer for the Goods delivered and the Related Services performed, in fulfillment of all obligations provided for in the Contract.

- 8.2** Payments shall be made promptly by the Buyer, no later than the time period specified in the CPC after the submission of an invoice or request for payment by the Supplier, and after the Buyer has accepted it.

- 8.3** Unless otherwise specified in the KVK, Payment must be made in Albanian currency. The exchange rate for different currencies will be the Bank of Albania rate fixed on the day of sending for publication of the contract notice.

- 8.4** In case of verification of delays in making payments by Blairna, although the Supplier has fulfilled all its obligations in accordance with the terms of the contract, the arrears and the corresponding default interest will be paid in accordance with the provisions of Law No. 48/2014 “On late payments in contractual and commercial obligations”.

8.5

In procurement procedures having as their object “fuel”, during the implementation of the contract for the supply of fuel, gasoil, benzene and heating fuel, the absolute value of the profit rate shall not change during the execution of the contract, in case of price fluctuations. If the price during the implementation of the contract for the supply of fuel, gasoil, benzene and heating fuel changes in relation to the contract price, then the contracting authorities/entities must liquidate the goods according to the periodic sales invoices, issued according to the tax legislation in force in relation to the moment of issuing the invoice, based on the stock exchange price on the day before the invoice is issued, published by the PPA after sending this price for publication by the General Directorate of Customs, delivered according to the CIF-Albania condition and converted according to the official exchange rate of the Bank of Albania on the day before the invoice is issued.

The contracting authority, before paying the invoice for the goods, must check the accepted percentage of increase or decrease in the stock exchange price, published by the PPA after sending this price for publication, by the General Directorate of Customs, delivered under the CIF-Albania condition, at the time of sale of the goods, subject of the contract, to the contracting authorities, as well as the quality of the goods delivered, if it is the same as that for which the contractor was declared the winner.

Article 9 Taxes, Duties and Other Obligations

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

Article 10 Contract InsuranceS

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

Article 11 Subcontracting

- 11.1** Subcontracting shall not be undertaken without the prior written approval of the Buyer and not more than 50% of the contract value.
- 11.2** The Buyer is permitted to make payments directly to the subcontractor for the supplies it will perform, with the prior written approval of the Supplier.
- 11.3** The provisions of Article 2 also apply to subcontracting.

Article 12 Specifications and Standards

- 12.1** The Supplier must ensure that the Goods and Related Services comply with the Technical Requirements, as specified in the Tender Documents.
- 12.2** The Supplier shall not be liable for errors in the design, data, drawing or any other aspect of the technical specifications provided by the Buyer, unless the

error was so obvious that the Supplier should have seen and advised the Buyer of it.

- 12.3** Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the supplement or revised version of such codes and standards, shall be those specified in the requirements of the tender documents. Any change in any code and standard, during the execution of the Contract, shall be implemented only after approval by the Purchaser and shall be treated in accordance with Article 23 of these conditions and the provisions of the LPP for modification of the Contract, Article 127.

Article 13 Packaging and Documents

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

Article 14 Insurance

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

Article 15 Transport

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

Article 16 Inspections and tests

- 16.1** The Supplier shall carry out at its own expense and at no cost to the Buyer, all such tests and/or inspections of the Goods and Related Services as specified in the SCC.

-
- 16.2** Inspections and tests may be carried out at the premises of the Supplier or its Subcontractor, at the point of delivery, and/or at the final destination of the Goods, or at such other location in the Buyer's country as specified in the CPC. If carried out at the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be afforded to the inspectors at no cost to the Buyer.
- 16.3** The Buyer's designated representatives shall be entitled to participate in the tests and/or inspections referred to in Article 16.2, provided that the Buyer shall bear all its costs and expenses incurred in connection with such participation including, but not limited to, all travel and accommodation expenses.
- 16.4** Whenever Supplier is willing to carry out any such test and inspection, it shall give reasonable advance notice to Buyer, including the place and time. Supplier shall obtain from any relevant Third Party or manufacturer any necessary permission or consent to enable Buyer or its designated representative to participate in the test and/or inspection.
- 16.5** The Buyer may require the Supplier to carry out any tests and/or inspections not required by the Contract but deemed necessary to verify whether the characteristics and performance of the Goods comply with the codes and standards of the Technical Specifications under the Contract. The buyer will be responsible for the cost of these tests. If such test and/or inspection impedes the progress of production and/or the performance by the Supplier of its other obligations under the Contract, BlerWho will agree to change the delivery schedule?.
- 16.6** The Supplier shall provide the Buyer with a report of the results of any such test and/or inspection.
- 16.7** The Buyer may reject any Goods or any part thereof that do not pass testing and/or inspection or does not conform to the Specifications. The Supplier shall repair or replace the rejected Goods or parts thereof or make the necessary changes to meet the specifications at no cost to the Buyer, and shall repeat the test and/or inspection, at no cost to the Buyer, after giving notice in accordance with Article 16.4.
- 16.8** The Supplier agrees that the execution of a test and/or inspection of the Goods or any part thereof does not relieve the Supplier from any warranties or other obligations under the Contract.

Article 17 Liquidated damages

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

-
- a) For contracts with an implementation period of no more than 6 months, the daily fee will be 4/1000 of the relevant remaining value of the total Contract price, but not less than 25% of the Contract value.
 - b) For contracts with an implementation period of no more than 12 months, the daily fee will be 2/1000 of the relevant remaining value of the total Contract price, but not less than 25% of the contract value.
 - c) For contracts with an implementation period of more than 12 months, the daily fee will be 1/1000 of the relevant remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 18 Guarantee

- 18.1** The Supplier warrants that the Goods are free from defects resulting from any act or omission of the Supplier or resulting from design, materials and workmanship under normal use under the conditions prevailing in the country of final destination.
- 18.2** The Buyer shall specify in the CPC the duration of the warranty validity (if any), after the Goods, or any part thereof as the case may be, have been delivered and received at the final destination described in the CPC.
- 18.3** The Buyer shall notify the Supplier indicating the nature of such defects together with all available evidence thereof, promptly after their discovery, but not later than ten days from discovery. The Buyer shall provide all opportunities for the Supplier to inspect such defects.
- 18.4** Upon receipt of notice, the Supplier shall, within the period specified in the CPC, promptly repair or replace the damaged Goods or parts, at no cost to the Buyer.

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

Article 19 Patent Indemnity

- 19.1** The Supplier shall indemnify and hold harmless the Buyer and its officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorneys' fees and expenses, which the 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 on the date of the contract by reason of:

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

AND

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

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

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

19.3 If the Supplier does not notify the Buyer within thirty (30) days after receipt of such notice, then the Buyer shall be free to do the same in its own name and on its own behalf.

The Buyer shall, at the Supplier's request, provide the Supplier with all available assistance in carrying out such procedures and shall be reimbursed by the Supplier for all reasonable expenses incurred in this manner.

The Buyer shall indemnify and hold harmless the Supplier and its employees, and subcontractors from and against any claim, action or administrative proceeding that the Supplier 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 existing on the date of the contract arising from or in connection with any design, data, drawing, specification or other document or material supplied or drawn up by or on behalf of the Buyer.

Article 20 Limitation of Liability

20.1 Except in cases of gross negligence or intentional violation:

(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 shall not apply to any obligation of the Supplier to pay liquidated damages to the Buyer; and

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

Article 21 Amendments to legal and sub-legal acts

-
- 21.1** If after the date of submission of bids or the date of signing of the contract, any law or sub-legal act 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 price of the contract shall be adjusted to the extent that the Supplier is affected in fulfilling its obligations under the contract.

Article 22 Force majeure

- 22.1** Failure or delay in performance by a Party of any of its obligations under this Contract shall not be considered a breach of this Contract if such failure or delay is directly due to an event of Force Majeure.
- 22.2** For the purposes of this Article, "Force Majeure Event" means an event or situation beyond the control of a Party that is unforeseeable, unavoidable and not caused by the negligence or lack of care of a Party. Such events may include, but are not limited to, actions of a Party whether in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and embargoes of goods.
- 22.3** If a Force Majeure Event occurs, the affected Party shall immediately notify the other Party in writing of such condition and its cause. Unless otherwise instructed by the other Party in writing, the affected Party shall continue to perform its obligations under the Contract to the extent reasonably practicable and shall seek all reasonable alternative means of performance not prevented by the Force Majeure Event.

Article 23 Modification of the Contract

- 23.1** The parties may modify the contract during its term, only if they are in any of the cases provided for in the LPP.
- 23.2** The Buyer may at any time request the Supplier to make modifications within the general scope of the Contract in one or more of the following terms:
- (a) drawings, sketches or specifications, where the Goods to be supplied under the Contract are to be manufactured specifically for the Buyer;
 - (b) the method of shipment or packaging;
 - (c) the place of delivery; and
 - (d) Related Services to be provided by the Supplier.
- 23.3** Where the modification involves an increase in the value of the Contract, the total value of the modifications shall not exceed 20% of the value of the initial contract. Where several successive modifications are made, this limitation shall

apply to the total value of all the modifications. Where the contract contains a price revision clause, the basis for calculating the maximum value allowed for modifications shall be the value of the contract at the updated price.

- 23.4** No modification of the Contract shall not be made without the prior approval of the Buyer, accompanied by a written and signed agreement by an authorized representative of the Supplier and the Buyer.

Article 24 Extension of the deadline

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

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

Article 25 Termination of the Contract

25.1 Notice to correct

If the Supplier fails to perform any obligation under the Contract, the Buyer may require by Notice that the Supplier cure the failure within fifteen (15) days.

25.2 Termination for non-fulfillment

The Buyer, without prejudice to any other legal remedy in respect of breach of the Contract, may by written Notice of Default given 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 pursuant to point 25.1 of this article;
- (ii) If the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension granted by the Buyer in accordance with Article 24; or

-
- (iii) If it is proven that the Supplier has engaged in Prohibited Practices, as defined in Article 2, during the competition for the Contract or its execution.

25.3 Termination due to insolvency

The Buyer may terminate the Contract at any time by giving notice to the Supplier if the Supplier becomes insolvent. The Supplier may terminate the Contract at any time if the Buyer becomes insolvent. In such a case, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has arisen or may arise subsequently to the Buyer.

25.4

Interruption for reasons of public interest

- a) The Buyer may terminate the contract at any time if it deems that this action should be taken to best serve the public interest.
- b) The Buyer shall notify the Supplier in writing of the termination.
- c) The Buyer shall pay the Supplier for all Goods received and related Services performed prior to termination and shall pay the Supplier damages incurred for partial performance of the Goods and related Services. In calculating the amount of damages, the Supplier shall be required to take all necessary actions to minimize the damages.

Article 26 Export Restrictions

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

Article 27 Dispute Resolution

- 27.1** The Buyer and the Supplier shall make every effort to resolve amicably through direct negotiations any dispute arising between them during the execution of the Contract.
- 27.2** If the parties do not reach an agreement to resolve their dispute by such mutual consultation, then either Party may notify the other Party of its intention to go to Court.

Appendix 17.**Special Conditions of Contract**

The following specific terms of the Contract shall supplement the CCC. If there is a conflict, the provisions of the CCC shall prevail over those in the CCC.

Article 1 General Provisions**1.1** The Buyer is: [insert Buyer's name]

Address: _____

Phone: _____

Fax number: _____

Email: _____

1.2 The Supplier is: [insert Supplier name]

Address: _____

Phone: _____

Fax number: _____

Email: _____

The above data must be accurate for communication purposes during the implementation of the contract..

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

The language is: [specify language]

Article 2 Contract Insurance**2.1** Contract Security in the amount of (10% of its value) must be provided by the Supplier to ensure the execution of its obligations under the contract.**2.2** 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 below.

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

If not met, the insurance remains unchanged.

Article 3 Inspection and Tests

3.1

- 3.2** Inspections and tests will be:

Pre-shipment inspection: [specify inspection and tests]

Final acceptance: [specify inspection and tests]

Inspections and tests will be carried out at: _____

4.1 Article 4 Delivery

The place of delivery of the Goods will be:

Other deliveries and documents that must be provided by the Supplier are:

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

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

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

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

(d) If the Buyer receives the goods from a third party, the Supplier shall deliver all documents necessary for the receipt of the goods to: _____

Article 5 Contract Price

The Contract Price is: _____ with VAT.

Article 6 Payment terms

- 6.1** (a) Payment for the Goods shall be made within _____ days from the date of receipt of the Goods or from the date of receipt of a written demand for payment, irrespective of the date of arrival. If not specified, the time period shall be 30 days.

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

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

Article 7 Related Services

Widow's conditionsThe following bags will be applied for making payment for related services

Article 8 Packaging and Documents

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

[insert details required for packaging marking and documentation]

Article 9 Insurance

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

[specify insurance requirements]

Article 10 Transport

Responsibility for arranging the transportation of the Goods will be in accordance with the specified Incoterms.

If not in accordance with the Incoterms, the responsibility for transportation will be as follows:

[specify transport arrangements, if different from above]

Appendix 18.

[Annex 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]*

Short description of the contract: [object]

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

* * *

With reference to the above-mentioned procedure, and provided that [name of the successful tenderer] has been awarded the contract,

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

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 requiring 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.

[Bank/insurance company representative]

Appendix 19.

Draft Framework Agreement (Where all conditions are defined)

wares

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

No. ____

date :

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

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

- This Form;
- The Bid Declaration Form submitted by the Bidder;
- Technical Specifications;
- Price List of Items.

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

Article 1 Object

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

[General description]

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

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

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

1.5 Duration of the Framework

Agreement: _____

Article 2 Price

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

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

Signatures and dates

For the Contractor

For the Contracting Authority/Entity

Name:		Name:	
Position:		Position:	
Company:		Company:	
Date:		Date:	
Seal:		Seal:	

Appendix 20

Draft Framework Agreement

(Where not all conditions are specified)

wares

Name of the Contracting Authority/Entity,

AND

Contractor Name

They agree as follows:

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

Article 1 Object.

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

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

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

Article 2 Obligations of the Parties

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

2.2 The Contractor is obliged to submit a Bid 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 Mini-competition process

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

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

4.3 Whenever there is a need for goods, the Contracting Authority/Entity shall prepare Invitations for Bids and send them to all Economic Operators, parties to the Framework Agreement. The evaluation of Bids shall be based on the criteria set out in the Invitation for Bids.

Article 5 Duration of the Framework Agreement _____

Signatures and Date _____

For the Contractor

For the Contracting Authority/Entity

Name:		Name:	
Position:		Position:	
Company:		Company:	
Date:		Date:	
Seal:		Seal:	

SECTION IV

Appeal and Notices of Closing the Process

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

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

Appendix 23: Notice of signed Contract

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

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

Appendix 21.

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

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

☐

Section I. Identification of the complainant

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

Complainant's full name (please print)

Grandson/Granddaughter

address

town

Country

Postal Code / Post
Office

Phone number (including area code)

Fax number (including area code)

Email

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

Signature of authorized official

Date (year/month/day)

Phone number (including area code)

Fax number (including area code)

Section II. Information on the procedure

1. Procedure/Lot reference number

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

2. Type of Procedure

Fill in 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 a notice

☐

Negotiated procedure without prior
publication of a contract notice

☐

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

☐

3. Contracting Authority/Entity

Name of the contracting authority/entity administering the procurement process.

4. Estimated procurement value

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

5. Subject 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. Winner Announcement Publication Date

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

8. **Date of signing the contract**

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

Section III. Description of the complaint

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

2. Subject of the complaint

- Modification of tender documents

☐

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

☐

(Cite here the reasons for disqualification)

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

☐

(Cite the economic operator(s) against whom you have claims)

- Contract invalidity

☐

(Cite the contract for which you are seeking invalidity)

- Other

☐

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

3. Circumstances and facts

Describe the circumstances of the incident.

4. Arguments on the alleged violations

Concisely describe the alleged violations, clearly and precisely arguing why you allege illegality in the contracting authority's actions.

5. Request for special expertise

yes

☐

not

☐

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

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

7. List of confidential information:

Determine what information, if any, is confidential. Explain why the information is either a redacted version of the relevant documents and a summary of the contents.

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

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

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

Fax number:

Email:

**Signature and seal of the Complainant
Administrator/Authorized Representative
Appendix 22.**

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

Presentation of arguments by interested economic operators addressed to:

Contracting Authority/Entity and Public Procurement Commission ☐

Section I. Identification of the Economic Operator(s)/Association of Economic Operators

Full name of the Economic Operator(s) (please print)

Grandson/Granddaughter

address

town

Country

Postal Code / Post
Office

Phone number (including area code)

Fax number (including area code)

Email

Name and title of the official authorized to submit these objections (please write)

Signature of authorized official

Date (year/month/day)

Phone number (including area code)

Fax number (including area code)

Section II. Information on the procedure

1. Procedure/Lot reference number

Fill in 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 a notice

☐

Negotiated procedure without prior
publication of a contract notice

☐

3. Contracting Authority/Entity

Name of the contracting authority/entity administering the procurement process.

4. Estimated procurement value

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

5. Subject of the contract/Framework Agreement

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

6. Deadline for submitting the offer

Date (year/month/day)

7. The complaint being reviewed:
(name of the Economic Operator that has filed a complaint regarding this procurement procedure)

8. Winner Announcement Publication Date

Date (year/month/day)

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

1. Legal basis

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

2. Detailed statement of the arguments on the complaint submitted

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

3. List of confidential information

Determine what information, if any, is confidential. Explain why the information is either a redacted version of the relevant documents and a summary of the contents.

Submit your completed argumentation form, as well as all necessary attachments and additional copies, to the Electronic Complaints System.

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

Fax number:

Email:

Signature and stamp of the Economic Operator(s)

Appendix 23.

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

Signed Contract Notification Form

Section 1 Contracting Authority/Entity

1.1 Name and address of the Contracting Authority/Entity

Name

address

Tel/Fax

Email

Web-site

I.2 Type of Contracting Authority/Entity:

Central institution

☐

Independent institution

☐

Local Government Unit

☐

Other

☐

1.3 The procurement procedure for the conclusion of this contract was developed by:

Contracting authority/entity procuring for its
own needs

☐

Delegated

☐

Central purchasing body
Provider

☐

Private ☐

Other

☐

Service

PUBLIC ☐

Section 2. Subject of the Contract

2.1 Procedure/Lot reference number

2.2 Type of "Public Supply Contracts"

Purchase

☐

RENTAL

☐

Installment
purchase

☐

A combination of them

☐

2. Contract based on the Framework Agreement

yes ☐ not ☐

If Yes, type of Framework Agreement

With an Economic Operator ☐

With several economic operators ☐

All conditions are set. Yes ☐ No ☐

2.4 Short description of the contract

2. Limit fund _____

3. Source of funding _____

4. Subject of the Contract _____

2.5 Contract duration or completion date:

Duration in months ☐☐☐ or days ☐☐☐☐

OR

Starting at ☐☐☐☐☐ and ending at ☐☐☐☐

2.6 Division into LOTS:

yes ☐ not ☐

If yes, number of LOTS: ☐☐

2.7 Subcontracting Contract:

yes ☐ not ☐

Section 3. Procedure

3.1 Type of procedure: Open

3.2 Winner selection criteria:

A) the most economically advantageous tender based on cost ☐

By importance: Price ☐☐ points ☐

etc. ☐☐ point

OR

B) most economically advantageous offer based on price ☐

3.3 Number of bids submitted: ☐☐☐

Number of regular offers: ☐☐☐

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

yes ☐ not ☐

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

yes ☐ not ☐

Section 4 Contract Information

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

4.2 Name and address of the Contractor

Name

—

address

—

Grandson

Tel/Fax

Email

—

Website

—

4.2.1 Name and address of the subcontractor

Name

—

address

—

Grandson

—

Tel/Fax

Email

—

Web-site

—

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

Value coins
(excluding VAT)

Value coins
(with VAT)

4.3.1 The total value of subcontracting: _____

Value coins
(excluding VAT)

Value coins
(with VAT)

4.4 Additional Information

Date of delivery of this notice □□/□□

Appendix 24.

[Annex 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 Contracting Authority/Entity**

Name

address

Tel/Fax

Email

Web-site

2. Type of procedure:

3. Object of the contract

4. Procedure/Lot reference number

5. Fund Limit

6. Date of Publication in the SPE of the Winner's Announcement at the end of the appeal deadlines
_____:

¹⁰Date of Publication in the Public Notices Bulletin of the Winner's Announcement at the End of the Appeal Deadlines [Date] (Number)

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

Value _____ (with VAT) coins _____

8. Name and address of the Contractor

Name _____

_____ address _____

_____ NIPT number _____

EO/BOE with subcontractor

yes ☐ *NO* ☐

If yes, to provide the data _____

(Names of subcontractors, Nipts, % of subcontracting)

Subcontracting value _____ with VAT Currency _____

8. Date of signing the contract

¹⁰In the case of procurement procedures carried out in writing, only the date of publication of this notice in the HRN is filled in.

Appendix 25.

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

**FORM FOR CANCELLATION OF THE PROCUREMENT PROCEDURE, AT THE
END OF THE COMPLAINT DEADLINES**

1.Name and address of the Contracting Authority/Entity

Name _____
address _____
Tel/Fax _____
Email _____
Web-site _____

2.Procedure type: Open**3. Procedure/lot Reference Number:****4. Object of the Contract** _____**5. Limit Fund** _____**6.Reasons for Cancellation:**

☐ *no appropriate request has been submitted in the phased procedures;*

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

7. Date of publication in the SPE of The notice of cancellation from which the appeal deadlines begin: _____

¹¹ Date of Publication in the Public Notices Bulletin Cancellation Notice from which the appeal deadlines begin [No.] [date]

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

yes ☐ NO ☐

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

At the end of the deadline for submitting complaints _____/reviewing complaints and the decision taken regarding them, the procurement procedure with the object “ _____ ” is canceled.

Date of delivery of this notice

Head of the Contracting Authority/Entity

¹¹In the case of procurement procedures carried out in writing, only the date of publication of this notice in the HRN is filled in.