



**REPUBLIC OF ALBANIA  
PUBLIC PROCUREMENT AGENCY**

**DURRËS PORT AUTHORITY**

**STANDARD DOCUMENTS FOR RESTRICTED PROCEDURE  
SERVICES <sup>1</sup>**

**DURRËS PORT CONTAINER TERMINAL OPERATION AND MANAGERMENTS  
SERVICE BY SPECIALIZED PRIVATE PORT OPERATORS FOR 5 YEARS**

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In case of specific failure to stipulate in this set of documents, the contracting authority shall refer to stipulations of the legislation and public procurement rules in force.

## I CONTRACT NOTIFICATION

### Section 1. Contracting Authority

#### 1.1 Name and address of contracting authority

Name Durrës Port Authority  
Address Quarter No. 1, Tregtare St., Durrës  
Tel/Fax +355 52 2 23115 / 52 2 93420  
E-mail i.rusi@durresport.al  
Website www.durresport.al

#### 1.2 Type of contracting authority:

Central Institution	Independent institution
<input type="checkbox"/>	<input type="checkbox"/>
Local government unit	Other
<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### 1.3 Contract under a special Agreement between Albania and another State

Yes  No

### Section 2 Object of the contract

2.1 Reference number of the procedure/lot: REF-70453-09-01-2020.

#### 2.2 Type of “Public Contracts for Services”

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

#### 2.3 Contract based on the Framework Agreement

Yes  No

#### 2.4 Type of Framework Agreement

With one Economic Operator   
With several Economic Operators

All terms are defined    Yes                       No

**In the Framework Agreement with 1 Economic Operator, where all terms are defined, please provide the reasons for selecting said Framework Agreement**

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**2.5 Number of economic operators, whom the Framework Agreement will be concluded with: \_\_\_\_\_ (Please define the maximum number of Economic Operators, whom the Framework Agreement will be concluded with).**

<b>2.6</b>	The terms to be followed in case of reopening of the bidding process and/or possible use of electronic bidding	
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**2.7 Contracting Authority/Authorities who will enter into the framework agreement:**

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**2.8 Brief description of the framework agreement/contract**

1. The limit fund/Expected value of the contract ALL **3,736,183,195** (three billion seven hundred thirty-six million one hundred eighty-three thousand one hundred ninety-five) **ALL VAT excluded.**
2. Should the procurement object be composed of several items, **the unit price sum shall be** \_\_\_\_\_
3. Source of Funding: The Institution's fund.

The source of funding for this service is stipulated by revenues, generated by port fees for container services, thus funding and liquidation over the years are guaranteed. On the other hand, the aim is to optimize this service performance by lowering costs and increasing performance, through service access of an experienced operator.

4. Object of the framework agreement/contract:

**«Durrës Port Container Terminal Operation and Managements Service by Specialized Private Port Operators for 5 Years.»**

**2.9 Contract duration or execution time limit:**

Duration in months 60 or days

or

from  / /   to  / /

A contract with a term of up to 5 years with the service provider avoids repetitive administrative costs of the procurement procedure and the risk of an annual procedure, because procurement procedures call for a certain period of time, which would lead to lack of services, or in the best scenario, it would bring about additional costs during transitional periods.

The foreseen 5-year term is closely related to the character, complexity and funding of the procured service, particularly in terms of technical improvement of means and equipment and increase of Container Terminal efficiency. This complex contract calls for long and structured funding, considering performance indicators over the years, which cannot be come into effect in one budget year only.

**2.9.1 Duration of the Framework Agreement**

**Duration in months:**   *or days:*     **(upon the signature of the Framework Agreement (not longer than (4) years))**  
**Or from**  /  **(dd/mm/yyyy)**  
**to**  /  **(dd/mm/yyyy)**

**2.10 Location of service performance, object of framework agreement/contract:**

Services shall be provided in Durrës Port container terminal. Management, operation, technical improvement and maintenance, and adaptation to current and future requirements of Durrës Port traffic shall be provided in the Terminal, including loading and unloading container ships, relevant activities, such as: container storage, warehousing, extra movement, transportation, checking, filling and emptying, shifting, 24/7, in addition to taking measures and allocating required sources for means, equipment, systems, practices, procedures, programs, organization, and human resources, in compliance with the best industrial practices and specifications and detailed data provided for herein.

**2.11**

**Division into Lots:**

Yes  No

If yes,

**2.12 Brief description of lots**

(Lot object and limit fund)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
\_\_\_\_\_ etc.

One Bidder may apply for [one lot], [several lots], [all lots]. A special bid is submitted for each lot.

**2.13 Options:**

Number of potential renovations (if any):

Or: from   to

**2.14 Variants will be accepted:**

Yes  No

**2.14.1 Subcontracting will be accepted:**

Yes  No

**Should subcontracting be allowed,** please specify the allowed rate for subcontracting: \_\_\_\_\_

The Contracting Authority shall make direct payments to the subcontractor:

Yes  No

**Other notes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.15 During the procurement process in the area of Information and Communication Technology (ICT), the standards developed by the National Information Society Agency were used:**

Yes  No

**2.16 During the procurement process in the area of Information and Communication Technology (ICT), where standards are non-applicable, the preliminary approval of the National Information Society Agency was obtained:**

Yes  No

**Section 3 Legal, Economic, Financial and Technical Information**

**3.1 Acceptance Criteria according to Appendix 10.**

**Bid Security<sup>2</sup>:** (applicable in case of procurement procedures of a higher value than the highest monetary limit, should it be requested by the Contracting Authority).

The Economic Operator shall submit the Bid Security Form, **according to Appendix 5**. The required amount of bid security shall be 2% of the limit fund. The required bid security value shall be **74,723,663.90 ALL (seventy-four million seven hundred twenty-three thousand six hundred sixty-three/point ninety)**.

The required value of bid security, **2% of the limit fund**, shall be in the form of a deposit or guarantee, issued by a bank or insurance company, which has been licensed by the state where the bank or insurance company operates.

In case of bid submission for Lots, when required, the bid security value for each Lot is as follows:

Lot 1 \_\_\_\_\_ ALL

Lot 2 \_\_\_\_\_ ALL

**Section 4 Procedure**

**4.1 Type of procedure: Restricted – above the highest monetary limit**

Re-announced procurement procedure

Yes  No

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

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

\_\_\_\_\_

b) The procurement object of the canceled procurement procedure

\_\_\_\_\_

\_\_\_\_\_

<sup>2</sup> Bid security is not required in procurement procedures of a lower value than the highest monetary limit

c) The limit Fund of the canceled procurement procedure

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This procedure consists of two main phases:

**Phase 1 – Pre-qualification:**

Candidates shall submit the support documentation of technical, legal, and economic capacities and documents required in TD. The Contracting Authority shall review the documents submitted by the Candidates and shall assess whether or not they fulfill qualification requirements, which are defined in tender documents. Candidates, who do not meet qualification criteria, shall be disqualified and immediately notified on such disqualification.

**Phase 2 - Bid Invitation:** The Contracting Authority shall send a bid invitation to Candidates, who have met the pre-qualification requirements, wherein they are invited to submit a technical and economic bid. Bids shall be reviewed and assessed by the Contracting Authority in order to define the winning bid. Bids shall be reviewed and assessed by the Contracting Authority according to relevant criteria. The latter shall award the contract to the Bidder, who submitted the best bid evaluated.

**4.2 Winner selection criteria:**

A) **lowest price** □

Or

B) **most economically favorable bid X**

as regards relevance: **Price 50 points**;

**Technical proposition 50 points**

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

**Evaluation methodology:**

No.	Criterion	Maximum points (P)	Point calculation formula
1	Most economically advantageous bid (lowest price)	50 points	
2	Technical proposition:	50 points	
2.1	<i>The Container Terminal Operations proposed methodology (CTD) (Operational Plan).</i>	<i>(15 points);</i>	
2.2	<i>Proposed plan on the Technical Improvement of the Terminal.</i>	<i>(15 points);</i>	
2.3	<i>Proposition on the implementation of Container Terminal Management and Information System.</i>	<i>(10 points);</i>	

2.4	<i>Proposed human resources plan.</i>	<i>(5 points);</i>	
2.5	<i>Marketing plan.</i>	<i>(5 points);</i>	
	<b>Total</b>	<b>100 points</b>	

**Technical proposition and specified points for each criterion**

**1. *The Container Terminal Operations proposed methodology* (Operational Plan).**

The Container Terminal Operational Plan shall be inclusive and detailed on every area of the service provider activity including, but not limited to:

- all operations (loading/unloading, relocation/piling, filling/emptying, extra movements, weighing, etc.),
- planning,
- activities,
- sources and standards,
- norms and quality, etc.

Proposition on productivity standards for loading and unloading containers on a TEU unit basis, which will become binding in the contract, along a mandatory deadline (Performance Benchmark Plan)

**15 points**

**2. *The proposed Terminal Technical Readiness and Upgrading Plan*, infrastructure, means and machineries of the terminal and additional equipment, in addition to a mandatory implementation time limit for the 5 years in operation.**

Moreover, Maintenance and Repair Plan and a mandatory time limit for the 5 years in operation.

Such ability shall include the 24/7 contractor readiness. The plans proposed by the bidding economic operators shall be detailed, but not limited to:

- Periodic technical and preventive services on increasing technical readiness of the operating means and mechanisms in the terminal, based on their technical manuals.
- The measures plan for identifying, ensuring and fixing issues, and making operating means and mechanisms in the terminal fully functional and efficient.
- The short and mid-term planning manner of spare parts, wheels and lubricants based on operating means and mechanisms in the terminal.
- Operational means and container loads shall be insured according to national and European standards.
- Operating means and loads in the terminal shall be certified according to national and European standards.

**15 points**

3. ***Proposition on the implementation of Container Terminal Management and Information System*** (Terminal Operating System TOS), including all relevant planning, operation, technical, financial and administrative activities, in addition to placement plans, statistics, performance and relevant documents and reports.

Bidders are kindly requested to include in this system the necessary modules for information exchange with terminal users, including the container agencies network and relevant partners, and customs agencies, alongside a mandatory implementation time limit (TOS Implementation Plan).

The plans proposed by the bidding economic operators shall be detailed, but not limited to:

- The system construction and functioning implementation plan within the first six months.
- Implementation of all modules included in the Terms of Reference of TOS system.
- Connection with law-enforcement agencies and private operators working with the container terminal.
- Provision of the necessary IT infrastructure (server, switch, fiber, etc.), for TOS system functioning.
- Planning ICT infrastructure maintenance.

**10 points**

4. ***The proposed Human Resources plan***, including the organization plan, coordination and information lines, and mandatory job descriptions for each key employee. (Human Resources Organization Plan).

The proposed Occupational Health, Safety and Welfare Program and staff social assistance, which is preferred to be in compliance with a mandatory implementation time limit.

**5 points**

4. ***The proposed, inclusive and detailed Marketing Plan and a mandatory implementation time limit***, for encouraging volume increase and processing, according to the required implementation chart.

The plans proposed by the bidding economic operators shall be detailed, but not limited to:

- Market situation and economic operator position;
- Risk analysis, aims, goals and vision, identifying priorities and competitive analysis;

- Marketing strategy, activities plan and key and potential clients identification methodology;
- Promotion of services and customer relations;
- SWOT analysis

**5 points**

**4.3 Time limit for submission of bids or requests to participate:**

Date: **22/09/2020** (dd/mm/yyyy) Time: **10:00**

Location: \_\_\_\_\_

**When the bid is required to be electronically submitted, economic operators must electronically submit the bid on the PPA official website, [www.app.gov.al](http://www.app.gov.al)**

**4.4 Time limit for the opening of bids or requests to participate:**

Date: **22/09/2020** (dd/mm/yyyy) Time: **10:00**

Location: \_\_\_\_\_

**Information on electronically submitted bids shall be communicated to all Economic Operators who have submitted bids, upon their request.**

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

**4.6 Language (s) for the compilation of bids or requests to participate:**

Albanian        English      
 Other        \_\_\_\_\_

**Section 5                    Additional information**

**5.1 Payable Documents (applicable solely to procedures not conducted by electronic means):**

Yes                No       

*If yes,*

Currency    \_\_\_\_\_        Price        \_\_\_\_\_

This price shall cover the actual costs of copying and distributing TD to Economic Operators. Interested economic operators shall be entitled to checking TD before their purchase.

**5.2 Additional information (location, office, ways to withdraw tender documents)**

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Date of this notification distribution **02/09/2020**

**Contract notification to be filled in by the Contracting Authority, which will be published in the Public Notices Bulletin**

**1. Name and address of the contracting authority**

Name	Durrës Port Authority
Address	Quarter No. 1, Tregtare St., Durrës
Tel/Fax	+355 52 2 23115 / 52 2 93420
E-mail	i.rusi@durresport.al
Website	www.durresport.al

**2. Type of procurement procedure: Restricted – above the highest monetary limit**

**3. Object of the framework agreement/contract:**

**«Durrës Port Container Terminal Operation and Managements Service by Specialized Private Port Operators for 5 Years.»**

**4. Reference number of the procedure/lot: REF-70453-09-01-2020.**

**5. Limit fund: ALL 3,736,183,195 (three billion seven hundred thirty-six million one hundred eighty-three thousand one hundred ninety-five) ALL VAT excluded.**

**6. Contract duration or execution time limit: 60 months.**

**7. Time limit for submission of bids or requests to participate: 22.09.2020, ora 10:00.**

**8. Time limit for the opening of tenders or requests to participate: 22.09.2020, ora 10:00.**

## II. INSTRUCTIONS FOR ECONOMIC OPERATORS

### Section 1. Request/Bid Drafting

- 1.1 The candidates/bidders shall draft their requests/bids, in compliance with the requirements provided under TDs. The requests/bids that are not prepared according to these TDs shall be rejected as non-acceptable.
- 1.2 All costs for the preparation and submission of the bid shall be borne by the candidates/bidders. The Contracting Authority shall not be liable for such costs.
- 1.3 For procurement procedures carried out in writing, the original request/bid shall be typed or written in indelible ink. All pages of the request/bid must be bound together and numbered. All pages of the request/bid, except printed non-changeable and printed literature, shall bear the initials of or be signed by the Authorized Person(s). Any change in the request/bid must be legible and signed by the Authorized Persons.
- 1.4 In the case of bids submitted by a consortium of economic operators, the bid shall be accompanied with the Power of Attorney/Written authorization for the Authorized Persons representing the consortium during the procurement procedure
- 1.5 The economic operator shall be responsible for all documentation submitted as part of the bid. In case of verification of such documentation or self declarations, should their content not appear to be true, the economic operator shall be in the terms provided for in Article 13, paragraph 3, subparagraph (a) of the LPP.

### Section 2 Phase I - Pre-qualification

- 2.1 The submission of Requests for Participation shall be within the final deadline defined in the Contract Notification.

By filling in the Appendix "Declaration on Guarantee of Applicability of Legal Provisions on Labor Relations", the Economic Operator shall admit that it has entered into work contracts with any employee and that it respects the rights of employees, pursuant to the provisions of the Labor Code (which includes the rights of pregnant women, new mothers and/or lactating mothers, provided for in Articles 104, 105, 105/a, 106, 108 and 115), and the labor legislation in its entirety.

Requests submitted after the deadline shall be returned unopened to Candidates.

- 2.2 Requests must be submitted at the following address:

\_\_\_\_\_

**When the Request is required to be electronically submitted, economic operators must submit the request on the PPA official website, [www.app.gov.al](http://www.app.gov.al).**

- 2.3 For procurement procedures carried out in written form, economic operators shall submit the original request, enclosed in a non-transparent envelope, stamped and

signed with the name and address of the Candidate and marked: “Request for Pre-Qualification in procedure Notification No. \_\_\_\_\_”

**“DO NOT OPEN, EXCEPT IN CASES WHEN THE BID EVALUATION COMMISSION IS PRESENT, AND NOT BEFORE \_\_\_\_\_ (dd/mm/yy), \_\_\_\_\_ at \_\_\_\_\_”.**

**When the Request is required to be electronically submitted, economic operators must submit the request on the PPA official website, [www.app.gov.al](http://www.app.gov.al).**

### **Section 3 Phase II - Bid submission**

3.1 The bids shall be submitted solely by the candidates who have received an invite for tender by the Contracting Authority, according to the model provided in **Appendix 2**.

**When the bid is required to be submitted by electronic means, economic operators must submit the request on the PPA official website, [www.app.gov.al](http://www.app.gov.al).**

3.2 **The bid should include the following documents:**

- a) Bid Form, filled according to Appendix 3 of TD.
- b) Independent Bid Submission declaration according to Appendix 3/1 TD.
- c) Documents pertaining to the procurement object (*sketches, catalogs, samples, etc.*)  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

g) (Optional) the alternative technical bid (if provided for)

One Economic Operator should submit one bid only.

3.3 Process confidentiality pursuant to Article 25 of the LPP.

3.4 For procurement procedures carried out in writing, Economic Operators shall submit the original bid solely, enclosed in a non-transparent, stamped and signed envelope with the name and address of the Candidate and marked: “Bid for carrying out \_\_\_\_\_ services; Notification No. \_\_\_\_\_”

**“DO NOT OPEN, EXCEPT WHEN THE BID EVALUATION COMMISSION IS PRESENT, AND NOT BEFORE \_\_\_\_\_ (dd/mm/yy) at \_\_\_\_\_”.**

**When the bid is required to be electronically submitted, economic operators must submit the bid electronically on the PPA official website, [www.app.gov.al](http://www.app.gov.al).**

3.5 For procurement procedures that are carried out in writing, the bidders may modify or withdraw their bids, provided that such modification or withdrawal is carried out before the final deadline for bid submissions. Both modifications and withdrawals shall be communicated to the Contracting Authority in writing prior to the final bid

submission deadline. The envelope that contains the Bidder's declaration should respectively state: “**BID MODIFICATION**” or “**BID WITHDRAWAL**”.

**When the bid is requested to be electronically submitted, the bidder may modify the bid at any time before the final bid submission deadline, without any required communication with the contracting authority, after carrying out any action in their account, on PPA official website, .**

#### **Section 4 Calculation of economic bid**

- 4.1 The Economic Operator shall fill in the Economic Bid Form, attached in TDs, defining the services to be delivered and their price.
- 4.2 All prices must be given in Albanian Currency (ALL), including applicable taxes, and excluding VAT. If prices are given in foreign currency, they shall be converted in Albanian Lek according to the Bank of Albania official exchange rate on the date the contract notification was sent for publication and shall be kept in that rate until the expiration of bid validity period.
- 4.3 The bidder shall include in the Economic Bid Form, the total bid price of all Services, VAT excluded. The VAT amount, when applicable, shall be added to the given price and consist in the total bid value.
- 4.4 In case of a framework agreement which does NOT define all the terms, Prices for the contracts under the framework agreement are not fixed; they are subject to change following Mini-bidding among the parties to the framework agreement.
- 4.5 When requested, the Bid Security shall be submitted with the Bid prior to the bid submission deadline expiry. Failure to fulfill the Bid Security requirements shall result in bid rejection.
- 4.6 Bid security shall be in any of the following forms:
  - a) bank guarantee
  - b) bond

The bid security form shall be signed by the issuing party (Bank, insurance company, etc.) and shall be submitted together with the bid before opening of bids, otherwise the bid will be rejected.

The above mentioned documents shall be valid during the period of bid validity. In case a bid security is in the form of a bank guarantee, the Contracting Authority returns it to the bidders within 15 days from contract signature.

#### **4.7 Bid Validity Period**

Bid validity period shall start at the moment of bid opening. In any case, *at least 5 days* before the deadline for the bid validity, the contracting authority may require in writing the Bidder to extend the validity period until a given date. The Bidder may reject such request in writing without losing the right to compensation of the bid security, if any. The Bidder who agrees to extend the bid validity period shall notify in writing the Contracting Authority and provide an extended bid security, if any. The Bid shall not be modified. In case a Bidder, following a Contracting Authority request to extend the bid validity period, does not respond, or accept, or submit an extended bid insurance, when due, the Contracting Authority shall reject the bid.

#### **4.8** Unlawful actions shall be considered under Article 26 of LPP

### **Section 5. Bid Evaluation**

#### **5.1 Selection Criteria**

**(Option 1)** The lowest price of the qualified bid.

The contract shall be allocated to the bidder with the lowest price of the qualified bid.

**(Option 2) Most economically favorable bid.**

As far as evaluation criteria are concerned, their relevance shall be clearly defined in terms of their respective points and their calculation for consecutive bidders.

**The evaluation shall be performed as defined by Section 4, paragraph 4.2, “Winner Selection Criteria”.**

All bids evaluation criteria shall be as objective as possible and expressed in figures. In cases when there are more than one criterion, the relevance of the price criterion shall not be less than 50 points. The maximum score of a bid shall be 100.

The following formula shall be used to calculate the bidders' score:

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

Where:

P<sub>o</sub> - total score of the evaluated bid

P<sub>k1</sub>/P<sub>k2</sub>/P<sub>k3</sub>/... - the points for each criterion

The points for each criterion shall be calculated as follows:

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

P<sub>k1</sub> \_\_\_\_\_ Points of evaluated criterion

V<sub>min k1</sub> \_\_\_\_\_ Lowest value of the evaluated criterion

Pmaxk1	Maximum points awarded to the evaluated criterion
Ok1	Bid indicator for the evaluated criterion

### **Clarification**

Only one of the options shall be selected as an evaluation criterion. The application of both options shall render the procedure invalid.

In case of the framework agreement procurement, when the object of said agreement shall be the international flight tickets, the profit margin expressed in percentage will be used instead of the price.

## **5.2 Correction of errors and removed parts**

5.2.1 The Contracting Authority shall correct such errors in the bid that are simply of an arithmetical nature, if the error is found during the review of bids. The Contracting Authority shall immediately notify the Bidder in writing/electronically on any such correction and can continue with the correction of the error, provided that the Bidder accepts such communication. Should the Bidder refuse the proposed correction, the bid shall be rejected, without seizure of bid security, if any.

5.2.2 Errors in price calculation shall be corrected by the Contracting Authority as follows:

- if there is any discrepancy between amounts in figures and words, the amounts expressed in words shall prevail, except when such amount relates to an arithmetical error;

- if there is any discrepancy between the unit price and the total value obtained by multiplying the unit price and the quantity, the unit price shall prevail and consequently the total sum shall be corrected, if there is any error in the total sum, corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected. The amounts corrected in this way shall be binding on the bidder. If the bidder does not accept them, their bid shall be rejected. *The Bids with arithmetical errors shall be rejected when absolute amounts of all corrections are more than  $\pm 2\%$  of the economic bid offered.*

## **5.3 Abnormally low bids**

5.3.1 If the submitted bid results abnormally low in terms of goods offered, the Contracting Authority shall require the Bidder concerned to justify the price given. If the Bidder fails to provide a justification to the Contracting Authority, the latter shall be entitled to reject the bid.

5.3.2 The Bid shall be considered abnormally low in accordance with the definition provided in Article 66, Chapter VII of PPRs.

If two or fewer bids are valid, according to Article 56 of LPP, a bid is considered abnormally low when it is lower than 25 percent of the calculated limit fund.

If three or more bids are valid pursuant to Article 56 of the LPP, a bid is considered abnormally low if its value is lower than 85 percent of the average valid bids.

If one or several bids are considered abnormally low, the bid evaluation commission shall request explanations from the bidders, before making a decision on their qualifications or not, in compliance with Article 56 of LPP.

In any case, the bidder must provide documents in writing to prove the explanations on the special element(s) of the bid, in compliance with the provisions of Article 56 of LPP.

If three or more bids are valid, the formula to be applied for the abnormally low bid is the following:

O – Bid  
M<sub>O</sub> – Average of valid bids  
n – Number of valid bids  
Z<sub>M</sub> – Possible discount

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

$$Z_M = 85 \% M_o$$

**The Bid value is evaluated as <Z<sub>M</sub>..... , as a result the Bid is Abnormally Low**

In case the most economically advantageous bid is set as a selection criterion, an examination whether bids are abnormally low shall be made only if the bid classified with the highest points has an economic bid with the lowest value.

5.4 Administrative complaint available to Economic Operators pursuant to Article 63 of LPP.

## **Section 6. Contract signature**

### **6.1 Notification of the Winner**

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

### **6.2 Contract Insurance**

6.2.1 The Contracting Authority shall demand insurance for the contract execution. The amount of such insurance shall be the 10% of the contract's value. The Contract Insurance Form, according to **Appendix 22 of TDs**, shall be signed and submitted before contract signature.

- 6.2.2 Insurance for the contract execution can be submitted in any of the following forms:
- i. bank guarantee
  - ii. bond

**This form shall not be used by the contracting authorities for sectoral contracts procurement.**

### **6.3 Notification of the signed contract**

According the Public Procurement Rules, upon contract signature, the contracting authority shall send to PPA a notification to be published in the Public Notices Bulletin.

**Note:** The Contracting Authorities shall not make any modification in the tender documents from section 1 to 6.

#### **IV. APPENDIXES**

The following Appendixes are integral part of TDs:

- Appendix 1: Request for Participation Form
- Appendix 2: Bid Invitation
- Appendix 3: Economic Bid Form
- Appendix 3/1: Declaration for the Submission of Independent Bids
- Appendix 4: Bid Invitation Form (in case of Framework Agreement)
- Appendix 5: Bid Security Form (if required)
- Appendix 6: Confidential Information List
- Appendix 7: Declaration on Technical Specifications Fulfillment
- Appendix 8: Declaration on Conflict of Interest
- Appendix 9: Declaration on General Criteria Fulfillment
- Appendix 9/1: Declaration on Guarantee of Applicability of Legal Provisions on Labor Relations
- Appendix 10: Qualification/Participation Attestation Form
- Appendix 11: Technical Specifications
- Appendix 12: Planning of Contracts in the Framework Agreement
- Appendix 13: Execution Graph
- Appendix 14: Terms of Reference
- Appendix 15: Standard Notification for the Disqualified Candidate/Bidder
- Appendix 16: Winner Notification Form
- Appendix 17: Notice Form of Successful Economic Operators in the Framework Agreement
- Appendix 18: General Terms of Contract
- Appendix 19: Special Terms of Contract
- Appendix 20: Signed Contract Notice Form
- Appendix 21: Signed Contract Notice for Publication in the Public Notice Bulletin
- Appendix 22: Contract Insurance Form
- Appendix 23: Complaint Form to the Contracting Authority
- Appendix 24: Draft Framework Agreement (Not All Terms Defined For)
- Appendix 25: Draft Framework Agreement (All Terms Defined)
- Appendix 26: Cancellation Notice Form

## **Appendix 1**

*[Appendix to be filled in by the Economic Operator]*

### **REQUEST FOR PARTICIPATION FORM**

Name of Bidder \_\_\_\_\_

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

\* \* \*

Procurement procedure: *[Type of procedure]*

Brief contract description: *[object]*

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

\* \* \*

In reference to the above mentioned procedure, We, the undersigned, we submit our request to participate in this procedure *[provide details of the contract object as defined on Tender Documents]*.

**Representative of bidder**

**Signature of Bidder**

**Seal**

## Appendix 2

*(Appendix to be filled in by the economic operator)*

### **BID INVITATION**

*(Only for candidates selected in the first phase)*

[Date]

To: *[Name and Address of selected Bidder]*

\_\_\_\_\_

**Procurement Procedure:** \_\_\_\_\_

In reference to the above-mentioned procedure, we hereby inform you that *[name and address of selected Candidate]*, upon evaluation of your legal, financial and economic, and technical capacities, you qualify for the bidding phase of this procedure.

Therefore, we ask you to please submit to *[the Contracting Authority herein]*

Name \_\_\_\_\_

Address \_\_\_\_\_

your bid, while taking into consideration the following:

**The bid submission deadline is:**

**Date, time and address**

Date □□/□□/□□□□ *(dd/mm/yyyy)* At: \_\_\_\_\_

Address \_\_\_\_\_

**When the bid is required to be electronically submitted, economic operators must electronically submit the bid on the PPA official website, [www.app.gov.al](http://www.app.gov.al)**

**The bid opening deadline is:**

**Date, time and address**

Date □□/□□/□□□□ *(dd/mm/yyyy)* At: \_\_\_\_\_

Address \_\_\_\_\_

**Information submitted by electronic means shall be communicated to all those Economic Operators who have submitted bids, upon their request.**

**The language(s) for bid drafting shall be:**

Albanian  English   
Other \_\_\_\_\_

### **Winner selection criteria**

The winner selection criteria are as follows:

**A) Lowest price**

*or*

**B) Most economically favorable bid** •  
(criteria as defined in the tender documents)

We await your bids.

[Contracting Authority Official]

### Appendix 3

(Appendix to be filled in by the Economic Operator)

#### FINANCIAL BID FORM

Name of Bidder \_\_\_\_\_

To: [Name and address of the contracting authority]

\* \* \*

Procurement procedure: [Type of procedure]

Brief contract description: [object]

Publication (if applicable): Public Notices Bulletin [Date] [Number]/ Reference No. in PPA's website

\* \* \*

In reference to the above-mentioned procedure, we, the undersigned, hereby declare that:

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

NO.	SERVICE DESCRIPTION	UNIT	QUANTITY	PRICE/ UNIT	TOTAL PRICE	TIME LIMIT
1	Container <b>Unloading</b> 10" 20" <b>FULL</b>	cp/knt	111,750			
	Container <b>Unloading</b> 40" 45" <b>FULL</b>	cp/knt	95,550			
	Container <b>Unloading</b> 10" 20" <b>EMPTY</b>	cp/knt	28,950			
	Container <b>Unloading</b> 40" 45" <b>EMPTY</b>	cp/knt	80			
2	Container <b>Loading</b> 10" 20" <b>FULL</b>	cp/knt	95,860			
	Container <b>Loading</b> 40" 45" <b>FULL</b>	cp/knt	5,250			
	Container <b>Loading</b> 10" 20" <b>EMPTY</b>	cp/knt	45,405			
	Container <b>Loading</b> 40" 45" <b>EMPTY</b>	cp/knt	90,270			
3	<b>Opening/Closing top (complete cycle)</b>	cp	6,850			
	<b>Extra movement/catching Empty</b>	cp/knt	34,650			
	<b>Extra movement/catching Empty</b>	cp/knt	11,610			
	<b>Lashing-Unlashing</b>	cp/knt	473,120			
	<b>Shifting</b>	cp/knt	2,035			

4	Means fees	cp/knt	473,120			
5	Weighing containers	cp/knt	1,160			
6	Electricity (refrigerated containers)	knt/day	189,525			
7	Container warehousing 6 - 15 days	knt/day	1,043,425			
	Container warehousing 16 - 20 days	knt/day	138,865			
	Container warehousing over 20 days	knt/day	364,085			
8	Parking (up to 3.5 T)	day	23,655			
	Parking (3.5 T - 7.5 T)		5			
<b>Net Price</b>						
<b>VAT (%)</b>						
<b>Total price</b>						

Bidder representative

Bidder signature \_\_\_\_\_

Seal

Note:

- Prices shall be expressed in Currency \_\_\_\_ (as required in tender documents)

## Appendix 3/1

[Appendix to be filled in by the Economic Operator]

### **DECLARATION**

#### **On submission of Independent Bids**

Of the economic operator participating in the public procurement procedure to be held on: \_\_\_\_\_; by the Contracting Authority: \_\_\_\_\_; with the object: \_\_\_\_\_; with limit fund: \_\_\_\_\_.

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

I certify, in the interest of: \_\_\_\_\_ that:  
(Name of the economic operator)

1. I have read and understood the content of this Declaration;
2. I understand that the submitted bid will be disqualified and/or excluded from participation in public procurement if this declaration is found to be incomplete and/or inaccurate in all respects;
3. I am authorized by the Bidder to sign this declaration and to submit a bid in the interest of the Bidder;
4. Any person, whose signature appears in the bid documentation, is authorized by the Bidder to prepare and to sign the bid in the interest of the Bidder;
5. For the purpose of this declaration and the submitted bid, I understand that the word "competitor" means any other economic operator, other than the Bidder, whether or not they are a consortium of economic operators, who:
  - a) submit a bid in response to the Contract Notification and/or the Bid Invitation made by the Contracting Authority;
  - b) is a potential bidder who, based on their qualifications, abilities or experience, may submit a Bid in response to Contract Notification and/or Bid Invitation.
6. The bidder declares that: (click one of the following alternatives):
  - a) The Bidder has prepared their bid independently, without consulting, communicating and without making any agreement with any other competitor;

b) The Bidder has consulted, communicated, has made agreements with one or more competitors with regards to this procurement procedure. The bidder states that in the attached documents, the details of this bid include the names of the competitors, the nature and the reasons for the consultation, communication, agreement or engagement (case of economic operators consortium or subcontracting).

□

7. In particular, without prejudice to paragraphs 6 (a) and 6 (b) above, there has been no consultation, communication, contract or agreement with any competitor in respect of:
- a) prices;
  - b) methods, factors or formulas used to calculate the price;
  - c) the purpose or decision whether or not to submit a bid; or
  - d) submission of a bid that does not meet the specifications of the bid request.
8. In addition, there has been no consultation, communication, agreement or contract with any competitor regarding the quality, quantity, specifications or specific deliveries of the goods or services, which are related to the concerned procurement, except where stated under paragraph above 6. b).
9. Bid terms have not been and will not be deliberately disclosed by the Bidder to other competitors, by any means, either in advance of the date and time of the official opening of the bids, of the winning bid and of the conclusion of the contract , only if required by law or if specifically stated under paragraph 6.b).

---

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

---

(Title by work position) (Date)

**Appendix 4 – NOT APPLICABLE**

[Appendix to be filled in by contracting authority under the Framework Agreement during the reopening of mini-bidding process]

**BID INVITATION**

*(please write the name of contracting Authority)*

invites the interested persons to submit their bids in the procedure to provide the following services:

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

*(please provide an accurate description of the contract object and quantity as defined in Tender Documents (TDs)).*

Provision of Services Location

*(please provide a short description)*

Service duration \_\_\_\_\_

The bid shall be submitted at

.....  
.....[*please provide the accurate address*]

Before

.....  
...  
[*Define date and time*]

Form of communication:

In writing \_\_\_

Electronically (email, fax, etc.) \_\_\_\_\_

Eligibility criteria of winner bid

## Appendix 5

*[Headed letter of the Bank / Insurance Company]*

*[Appendix to be submitted by Economic Operator when requested by contracting authority]*

### **BID GUARANTEE FORM**

[Date \_\_\_\_\_]

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

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

Procurement procedure *[type of procedure]*

Brief contract description: *[object]*

Publication (if applicable): Public Notices Bulletin *[Date] [Number]/ Reference No. in PPA's website*

In reference to the above mentioned procedure,

We hereby attest that *[name of insured bidder]* has deposited with *[name and address of bank / insurance company]* an amount of *[currency and amount, expressed in figures and words]* as a condition to secure the bid, submitted by the above-mentioned economic operator.

We undertake to transfer the insured amount to the account of *[name of contracting authority]* within 15 (fifteen) days from your first simple and written request, without seeking explanations, provided that this request mentions failure to fulfill one of the following terms:

- The bidder has withdrawn or changed the bid, after or before the bid submission deadline, in case it was stipulated so in the tender documents;
- The bidder has refused to sign the procurement contract when required by the contracting authority;
- The bidder has not provided the contract insurance, where the bid is awarded as winning or did not meet any other term before contract signature stipulated in the tender documents.

Such Insurance is valid for the period specified in *[contract notification or bid invitation]*.

[Representative of bank/insurance company]

## Appendix 6

[Appendix to be filled in by the Economic Operator]

### CONFIDENTIAL INFORMATION LIST

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

Type and nature of information that needs to be confidential	Number of pages and sections of TDs you want to be confidential	The reasons why such information should be confidential	Time limit such information shall be kept confidential

### ATTENTION

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

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

**Representative of bidder**

**Signature**

**Seal**

## **Appendix 7**

*[Appendix to be filled in by the Economic Operator]*

### **DECLARATION ON TECHNICAL SPECIFICATIONS FULFILLMENT**

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

I, the undersigned \_\_\_\_\_, in the capacity of legal person \_\_\_\_\_ declare that:

We fulfill all technical specifications, defined in the tender documents, and we can certify this fulfillment through certificates and documents (if requested by the Contracting Authority), submitted with this declaration.

Date of declaration submission \_\_\_\_\_

**Representative of bidder**

**Signature**

**Seal**

## Appendix 8

*[Appendix to be filled in by the Economic Operator]*

### **DECLARATION** **On Conflict of Interest**

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

Conflict of interest shall be a situation of conflict between public duty and private interest of an official, in which he/she has direct or indirect private interests affecting, or that can affect or that it seems that might affect the unjust performance of public tasks and responsibilities.

Pursuant to Article 21, paragraph 1, of Law no. 9367, date 07.04.2005, the categories of officials under Chapter III, Section II, who are absolutely forbidden to directly or indirectly benefit from contracts signature between a party and the public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of High Court, the Head of High State Audit, General Prosecutor, Judges and Prosecutors at the level of the Court of First Instance and Court of Appeals, the Ombudsman, Members of the Central Election Commission, Members of High Council of Justice, General Inspector of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of Regulatory Entities (Bank of Albania Supervision Council, including Governor and Deputy Governor; competition; telecommunication; electricity; water supply; insurance; bonds; media authorities), Secretaries General of Central Institutions, as well as every public official in any public institution whose position is equivalent to that of the general director, heads of public administration bodies that are not part of civil service.

The middle-ranked civil servants, under article 31, and officials covered by Article 32 of Chapter III, section 2 of this Law, the prohibition of paragraph 1 of this article, on grounds of private interests of official, as stipulated herein, shall be applied only if case of contracts within the institution's scope and territory and the institution's jurisdiction, where the official works. This prohibition shall also apply when party to the contract is a subordinate institution thereof.

When the official is a mayor or deputy mayor of a municipality or commune, or the chairman of a regional council, member of the respective council, or a high management official of a local government unit, the prohibition due to private interests of the official, specified herein, shall apply only in the case of entering into contracts, if any, with the municipality, commune or regional council where the official exercises such duty. This prohibition shall also apply when party to the contract is a public subordinate institution of this unit. (Article 21, paragraph 2, Law No. 9367, dated 07.04.2005);

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

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

I am aware of the requirements and prohibitions provided under Law No. 9367, date 07.04.2005 “On the Prevention of Conflicts of Interest in the Exercise of Public Functions” as amended, and bylaws adopted pursuant thereto by the High Inspectorate of Declaration and Audit of Assets, and also the Law No. 9643, date 20.11.2006 “On Public Procurement”, as amended. 9643, date 20.11.2006 “On Public Procurement”, as amended.

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

Date of declaration submission \_\_\_\_\_

**Name, Surname, Signature**

\_\_\_\_\_

Seal

## Appendix 9

[Appendix to be filled in by the Economic Operator]

### DECLARATION ON GENERAL CRITERIA FULFILLMENT

Declaration of the economic operator participating in the procurement procedure to be held on \_\_\_\_\_ by the Contractor Authority \_\_\_\_\_ with object \_\_\_\_\_ with a limit fund \_\_\_\_\_.

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

- The economic operator \_\_\_\_\_ is registered in the National Business Center and has the object of the procurement in their field of activity. In case when the bidder is a non-profit organization, they must state that they are registered as a legal person, pursuant to Law No. 8788, dated 07.05.2001 "On Non-Profit Organizations".
- The economic operator \_\_\_\_\_ has not been sentenced for any of the criminal offenses provided for in Article 45/1 of the LPP.
- The person/s in the capacity of *member of the administrative body, as director or supervisor, as a shareholder or partner, has either representative, decision-making or controlling powers within the economic operator*, as follows:

**(name, father's name, mother's name, birth date and personal identification number)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ etc.

they are not or have not been convicted by a final court decision for any of the offenses, set forth in article 45/1 of the LPP<sup>3</sup>.

- The economic operator \_\_\_\_\_ has not been convicted by a final court decision, for acts related to professional activity.
- The economic operator \_\_\_\_\_ is not in the process of bankruptcy (active \_\_\_\_\_ status).

\_\_\_\_\_  
<sup>3</sup> I authorize the Contracting Authority to make the relevant verifications of the legal status of persons in this Declaration

- The economic operator \_\_\_\_\_ has paid all the fees for the taxes payment and social security contributions, according to the legislation in power.

**In any case, the contracting authority shall have the right to carry out the necessary verifications on the authenticity of the information declared by the economic operator as above.**

**Date of declaration submission \_\_\_\_\_**

**Bidder signature \_\_\_\_\_**

**Seal**

**Appendix 9/1**

*[Appendix to be filled in by the Economic Operator]*

**DECLARATION ON GUARANTEE OF APPLICABILITY OF LEGAL PROVISIONS  
ON LABOR RELATIONS**

Declaration of the Economic Operator participating in the procurement procedure to be held on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ with object \_\_\_\_\_ with limit fund \_\_\_\_\_.

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

- Economic operator \_\_\_\_\_ guarantees the protection of the right to employment and occupation from any form of discrimination as provided by applicable labor legislation.
- Economic operator \_\_\_\_\_ enters into relevant work contract with employees and guarantees measures in terms of safety and health at work for All and, in particular, for groups at risk, based on applicable labor legislation.
- Economic operator \_\_\_\_\_ does not have an effective Legal force, established by the State Labor Inspectorate and Social Services (SLISS) In cases of legal violations, the economic operator has taken the necessary measures to address them within the deadlines set by SLISS.

**Date of declaration submission** \_\_\_\_\_

**Representative of bidder**

**Signature**

**Seal**

## **Appendix 10**

*[ Appendix to be filled in by the Contracting Authority]*

### **1. GENERAL ACCEPTANCE/QUALIFICATION CRITERIA**

The bidder shall declare that:

A) They are registered at the National Business Center and has the object of the procurement in their field of activity. In case when the bidder is a non-profit organization, they must state that they are registered as a legal person, pursuant to Law No. 8788, dated 07.05.2001 "On Non-Profit Organizations".

b) is not in the process of bankruptcy, (active status)

c) has not been convicted on criminal offenses, in accordance with Article 45/1 of LPP,

ç) has not been sentenced by a final court decision for acts related to professional activity.

d) has paid all the fees for the payment of taxes and social security contributions, according to the legislation in force.

The foreign Bidder shall also declare fulfillment of all requirements listed above by submitting a written self-declaration.

Should the language used for the procedure be Albanian, documents in a foreign language shall be accompanied by a notarized translation into Albanian.

In case of economic operators consortium, each member shall submit the above-mentioned self-declaration.

**The General Admission Criteria should not be changed by contracting authorities.**

**These criteria must be submitted by filling the written declaration of the subject on the day of the bid opening, according to Appendix 9.**

**In any case, the contracting authority shall have the right to carry out the necessary verifications on the authenticity of the information declared by the economic operator as above.**

**Additionally, if the bid is submitted by an economic operators consortium, the documents (a)-(d) above shall be presented by each consortium members: The following should be submitted as well:**

- a. Notarized agreement according to which the economic operators consortium is officially established;
- b. Special power of attorney.

## **2. SPECIFIC QUALIFICATION CRITERIA**

1. The Candidate/Bidder must submit:

- a. Bid security (if applicable) according to Appendix 5 (please refer to Section 3, Paragraph 1 of STD)*
- b. Declaration on fulfillment of Technical Specifications, in compliance with Appendix 7;*
- c. Declaration on Conflict of Interest, in compliance with Appendix 8;*
- ç. Declaration on guarantee of applicability of legal provisions on labor relations in compliance with Appendix 9/1:*
- d. A certificate confirming the settlement of all matured electricity obligations of power contracts for the economic operator registered in Albania.*

### **Phase II – For Bid submission:**

- e. Operational plan;*
- f. Proposed plan on the Technical Improvement of the Terminal;*
- g. Proposition on the implementation of Container Terminal Management and Information System*
- gj. human resources plan;*
- i. marketing plan;*
- j. business plan*

3. The Candidate/Bidder must submit:

### **3.1 Legal/professional capacity of economic operators:**

1. The economic operator shall have been founded as a legal person. The Bidder, including the Temporary Consortium and partners, shall not be registered with countries known as offshore/tax havens.

The Bidder shall submit a declaration stating that they are not registered with countries known as offshore/tax havens.

2. The Bidder shall prove, through legal documents, who the ultimate beneficial owner is. Partners shall not be allowed to be the so-called nominees or third parties holding quotas in the framework of an agreement, for purposes of hiding any partner identity. Such condition shall be met both during the procurement and contract implementation phase, having as a consequence the disqualification and/or contract termination.
3. Bidders who are or have partners/shareholders shall not be allowed, despite their direct or indirect participation (e.g. through a partner of a partner), who carry out activities in the sector of sea transport lines. Aiming at proving such condition, the company shall provide extracts from the commercial register of partner companies or other affiliated companies, as applicable. Such condition shall be met both during the procurement and contract

implementation phase, having as a consequence the disqualification and/or contract termination.

The Bidder shall submit a declaration stating that both during the procurement and contract implementation stage, they did not have and will not have direct or indirect partnerships with companies operating in sea transport lines sector.

### **3.2 Economic and financial capacity:**

1. The Bidder shall prove that the turnover of each of the three last years: 2017, 2018 and 2019, shall not be lower than 40% of the contract limit value (5 year contract) estimated on an annual basis:
2. The Bidder shall have a minimum fully repaid capital, of at least 40% of the contract limit value.

For purposes of proving conditions (1) and (2) above, the bidder shall present certified copies of financial statements for: 2017, 2018 and 2019, submitted to the relevant authorities and confirmed by internationally recognized audit entities, in compliance with the legislation in force in the country of origin. If pursuant to the national legislation of the bidder/company submitting the financial statements, financial statements are closed/submitted at a later date from the documents submission date in this competition procedure, the bidder may submit financial statements of the last three years, namely 2016, 2017 and 2018.

### **3.3 Technical capacity:**

1. The Bidder shall prove their experience in providing previous similar services, during each of the past three years on sea port(s) containers handling, for at least 40% of the volume value with reference to the whole contract estimated value.  
Meeting this condition shall be proven through documents issued by public/port authorities.
2. Submission of the main responsible staff for the current contract implementation, including their CV, educational and professional qualifications, as well as their experience in sea operations along the transportation logistics chain and goods handling through containers. Experience in Adriatic region shall be considered as an advantage. This element may be proven through documents issued by public/port authorities.

3. The Bidder shall prove that they have experience in operating container terminals for at least the last **5 years**. Meeting this condition shall be proven through documents issued by public/port authorities.
  
4. The Bidder shall present a certificate proving the company management quality, according to the international ISO 9001 standard or an equivalent to it. The certificate shall be in force, valid until the day of procedure opening, and issued by an conformity evaluation body, accredited by the national body of accreditation or international accreditation bodies, recognized by the Republic of Albania.
  
5. The Bidder shall present evidence of the workforce, for a minimum of 90 employees, identifying the recruitment of at least 6 qualified employees in management positions (terminal leader, technical readiness leader, etc.), with (the latter having) at least 5 years of experience in the management and operation of the container terminal. Fulfillment of this condition shall be proven through staff CVs, employment attestation according to the national legislation or country of origin, and relevant qualifications.

Moreover, the Bidder shall declare that they have a sufficient workforce capacity to operate in the Container Terminal, with the proper qualifications according to the following job descriptions:

1	Terminal Leader	<p>Shall determine the Container Terminal and responsibilities plan objectives and shall implement the requirements for terminal staff, time, finances and safety &amp; security and the material resources for such implementation.</p> <p>Shall be fully responsible for the achievements and agreed performance of the Container Terminal, as well as the development, capacities, finances, safety and security and the objectives of human resources under general direction and shall report to the Port Operations Director.</p>
2	Operational and Economic Performance Specialist	<p>Shall manage and be responsible for the realization and ongoing improvement of all terminal operational indicators by ensuring immediate access and performance monitoring of ships and all operators involved in loading-unloading operations.</p> <p>Shall manage and be responsible for the realization and ongoing improvement of economic performance indicators of the terminal, drafting of budgets and resource allocation, as well as developing strategic financial and marketing plans.</p>
3	Operations Dispatcher	<p>Shall organize, guide and control the activity of the Terminal as regards the implementation of the Container Processing Plan and the tasks assigned by the Operations Director, during the relevant shift.</p>

4	Operations Supervisor	Shall be responsible for coordinating the entire operational activity of container processing on the Terminal yard. Shall cooperate with the yard planner regarding the planning and monitoring of the loading/unloading process and container stacking on the terminal yard. Shall be responsible for coordinating all operational activities as regards container processing for each ship that arrives at the Container Terminal. Shall record the ship processing times, shall inspect the loads and write down on the DSHO-SK 09 form all processes related to ship processing.
5	Terminal Inspector	Shall check, record and archive the daily movement of containers, in and out of the terminal. Shall be responsible for checking and monitoring the work progress regarding entries/exits and container placement in the terminal.
6	Signalman	Shall guide and direct (via radio or particular signals) all the activities and movements of the crane operator during container processing in quays, particularly when visibility is limited.
7	TRACK Vehicle MHC Crane	Shall be responsible for operating the crane to load and unload containers from the ship onto the truck and vice versa, in accordance with the loading/unloading list and signalman instructions.
8	TRACK Vehicle Operator	Shall be responsible for operating the truck for the safe and timely transportation of containers pursuant to the relevant rules and instructions.
9	TRACK Vehicle Operator	Shall be responsible for operating the re-stacker to load/unload containers on the terminal pursuant to the relevant loading/unloading list and the shift supervisor instructions.
10	TRACK Vehicle Forklift_12	Shall be responsible for operating the forklift to load/unload, place/shift containers on the terminal yard.
11	Loading-Unloading Worker	Shall perform the fitting and removal of container twist locks in accordance with the relevant instructions of the crane signalman and yard operator and shall perform the emptying and filling of containers.

6 The Bidder shall demonstrate machinery and equipment management and operation experience, through demonstrating their lawful possession in the form of ownership, rental or usufruct of vehicles and equipment.

- Minimally 3 auto cranes of high carrying capacity of over 100 tons.
- Minimally 6 Reach stacker of 45-ton lifting capacity
- Minimally 2 forklift trucks of 5-ton lifting capacity
- Minimally 2 forklift trucks of 20-ton lifting capacity
- Minimally 6 transport chassis of 40-ton carrying capacity
- Minimally 6 truck heads

For vehicles under the ownership of the Bidder, he shall demonstrate their lawful possession in the form of ownership, rental or usufruct, accompanied by the technical card of each vehicle.

They shall also be accompanied by the following documentation:

- *Document demonstrating vehicle registration, driving permit **and***
- *Technical Inspection Certificate (valid) **and***
- *Vehicle insurance (valid) **and***

The rent or usufruct contract shall be valid for the contract term, together with the relevant technical cards, and at the moment of Bid opening the machinery shall be under the possession of and stored by the Bidder and shall not be involved in other contracts.

7. The Economic Operator shall submit a document demonstrating lawful possession (purchase invoice or purchase contract) of the Terminal Operating System (TOS) in use in present or past contracts, together with a detailed description of the system's functions.
8. The Bidder shall submit a statement wherein he assigns the person responsible for monitoring and performing the operation and maintenance services, as well as the other leading positions, accompanied by their respective CVs, employment certificates and relevant qualifications, and joint statements of the Bidder and respective individuals wherein they express their willingness to work at the Container Terminal for the Bidder should said Bidder be the Winning Bidder.
9. The Bidder shall submit a declaration whereby they undertake to carry out all maintenance services for supplying and repairing, with appropriate and certified materials (CE or equivalent ones), for vehicles and equipment to be taken over via a rental or usufruct contract, to be signed by the contracting authority, without any additional obligation to the Contracting Authority, should they accept to operate with all or a part of the Contracting Authority's vehicles and equipment.
10. The Bidder shall submit a statement wherein he guarantees that the work shall be carried out in accordance with all the rules imposed by the Albanian legislation in force, particularly as regards ensuring adherence to rules on workplace safety and life, health, asset and environmental protection. Through this statement, the Bidder shall guarantee that he shall bear full responsibility for any violation or damage arising from his operation of the machinery and equipment in the Terminal.

All documents shall be original or notarized copies. Failure to submit a document, or submission of fake or inaccurate documents shall be considered as premises for disqualification.

All documents shall be original or notarized copies. Failure to submit a document, or submission of fake or inaccurate documents shall be considered as premises for disqualification. Foreign Economic Operators shall submit their entire documentation in Albanian or English, and documents issued by public authorities shall be certified with an “Apostille” stamp. For Operators from countries that have not ratified the Hague Convention of 05.10.1961 on “Abolishing the Requirement of Legalization for Foreign Public Documents”, the documents shall be made legal in the respective embassies, consulates or offices from the country of origin. Failure to submit the documentation in the required form shall constitute grounds for disqualification.

Should the required documents as per the above criteria not be issued in the country of origin, in the case of Foreign Bidders, the documents shall be submitted as issued pursuant to the legislation of the country of origin or equivalent documents or a written statement shall be submitted. The Contracting Authority shall have the right to perform the necessary verifications that may result in the disqualification of the Bidder should any of the required items attested through the statement, be attested with the documentation required in these documents.

## **Appendix 11**

*[ Appendix to be filled in by the Contracting Authority]*

### **TECHNICAL SPECIFICATIONS**

**Description of the technical data of the procurement object** described as accurately and thoroughly as possible, paving the way for fair and transparent competition among all candidates and bidders. Where possible, technical specifications should be defined in such way that they are understood by persons with disabilities.

#### **ATTENTION**

Technical specifications must not contain any requirements or references to any particular brand or name, patent, drawing or template, specific origin, manufacturer or service entrepreneur, unless there is a sufficient, accurate or understandable way of description of the requirements, provided that the words “or equivalent” are necessarily included in these specifications.

Designs, technical parameters etc:

Materials Specification:

Description of service implementation requirements related to them:

## Appendix 12

[Appendix to be filled in by the Contracting Authority in the framework agreement]

### PLANNING OF CONTRACTS IN THE FRAMEWORK AGREEMENT

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

## Appendix 13

(Appendix to be filled in by the Contracting Authority)

(This Appendix in the case of the Framework Agreement shall be filled in by the contracting authority only during the reopening of the mini-competition process)

### SERVICES AND THE EXECUTION GRAPH

Required service:

“Handing over the Durrës Container Terminal Operation and Management Service to Specialized Private Port Operators”

NO.	SERVICE DESCRIPTION	UNIT	PERIOD 5 YEARS	
			QUANTITY	DIVIDED QUANTITY TEU 10"/20"
1	Container <b>Unloading</b> 10" 20" <b>FULL</b>	cp/knt	111,750	111,750
	Container <b>Unloading</b> 40" 45" <b>FULL</b>	cp/knt	95,550	191,100
	Container <b>Unloading</b> 10" 20" <b>EMPTY</b>	cp/knt	28,950	28,950
	Container <b>Unloading</b> 40" 45" <b>EMPTY</b>	cp/knt	80	160
2	Container <b>Loading</b> 10" 20" <b>FULL</b>	cp/knt	95,860	95,860
	Container <b>Loading</b> 40" 45" <b>FULL</b>	cp/knt	5,250	10,500
	Container <b>Loading</b> 10" 20" <b>EMPTY</b>	cp/knt	45,405	45,405
	Container <b>Loading</b> 40" 45" <b>EMPTY</b>	cp/knt	90,270	180,540
	<b>TOTAL TEU 10"/20"</b>			<b>664.265</b>
		<b>UNIT</b>	<b>QUANTITY</b>	
3	<b>Opening/Closing top (complete cycle)</b>	cp	6,850	
	<b>Extra movement/catching Empty</b>	cp/knt	34,650	
	<b>Extra movement/catching Empty</b>	cp/knt	11,610	
	<b>Lashing-Unlashing</b>	cp/knt	473,120	
	<b>Shifting</b>	cp/knt	2,035	
4	<b>Means fees</b>	cp/knt	473,120	
5	<b>Weighing containers</b>	cp/knt	1,160	

<b>6</b>	<b>Electricity (refrigerated containers)</b>	knt/day	189,525	
<b>7</b>	<b>Container warehousing 6 - 15 days</b>	knt/day	1,043,425	
	<b>Container warehousing 16 - 20 days</b>	knt/day	138,865	
	<b>Container warehousing over 20 days</b>	knt/day	364,085	
<b>8</b>	<b>Parking (up to 3.5 T)</b>	day	23,655	
	<b>Parking (3.5 T - 7.5 T)</b>		5	

**Execution date: 5 (five) years.**

## **Appendix 14**

*(Appendix to be filled in by the Contracting Authority)*

### **TERMS OF REFERENCE**

#### **OBJECT AND PURPOSE OF SERVICES:**

The Port of Durrës is the largest port in Albania and one of the largest in the Adriatic-Ionian region, and it is also a very important element of the domestic, regional and international market. The Port of Durrës is located in the south-western area of Durrës city. Its operational infrastructure is composed of 11 quays with a quay depth ranging from 7.5m to 11.5m. The volume of cargo processed in the Port of Durrës comprises more than 85% of maritime trade at national level. The Port of Durrës is also a key location of the trading vessels network and particularly of the container cargo ship network, thus granting Durrës a strategic position as regards Corridor VIII.

The entrance channel to this port is under investment process that will deepen it and therefore increase the tonnage of vessels that anchor on this port.

The Container Terminal includes quay 6, with a length of 300 ml and cargo area of 65.000 m<sup>2</sup>. The cargo capacity of the Container Terminal is 3000 TEU. Based on the current management system and current condition of vehicles and equipment used in the terminal, the annual processing capacity of the Terminal is 150.000 TEU (Reach Stacker system).

For the past years, the Container Terminal has aimed to achieve the following objectives:

- Increasing the processing capacity and improving the Port infrastructure by implementing modern management techniques, and utilizing contemporaneous technology and methods of container processing.
- Establishing an efficient platform for clients and operators from Kosovo, North Macedonia and other countries in the region to use the Port of Durrës.
- Using the Port of Durrës as a transition Port in the Region.
- Strengthening the competitive position of the Port of Durrës in the region.
- Optimizing processes throughout the logistic chain services.

Concurrently with the above objectives, the aim is also for the social impact of the Container Terminal operation to be as low as possible, by maintaining the number of current employees in the Terminal to the extent possible.

## **1. CONTAINER TERMINAL OPERATION SERVICES DESCRIPTION:**

The processes that shall take place in the Terminal include the management, operation, technical improvement and maintenance, and adaptation to meet the current and future requirements of the Port of Durrës, including loading and unloading container ships, relevant activities, such as: container storage, warehousing, extra movement, transportation, checking, filling and emptying, shifting, 24/7, in addition to taking measures and allocating required sources for machines, equipment, systems, practices, procedures, programs, organization, and human resources, in compliance with the best industrial practices, namely:

### **LOADING-UNLOADING SERVICE**

#### **In cases of unloading ships, such services shall include:**

- Unloading the container under the command of the ship from the granary or the deck to the unloading spot in the port quay.
- Moving the container from the unloading spot to the specific slot in the port yard (the ship quay terminal);
- Loading the container from the unloading spot to the specific slot in the port yard (terminal) and to the cargo carrier truck.
- Checking and recording the container number and stamp;
- Loosening or tightening the adapters prior to or after the processing for the ship-to-shore handling;
- Preparing an Equipment Interchange Receipt (EIR);
- Recording the container position on the yard.

#### **In cases of loading ships, such services shall include:**

- Taking the container from the vehicle of the sender to the reception spot of the terminal and transporting it to the specific slot;
- Moving the container from the storage spot (in the specific slot of the terminal) to the loading spot of the ship;
- Loading the container on the deck, under the command of the ship, in the granary or the deck, in accordance with the ship command plan for cargo stacking.
- Checking and recording the container number and stamp;
- Loosening or tightening the adapters prior or after the processing for the shore-to-ship handling;
- Preparing an Equipment Interchange Receipt (EIR);
- Recording the container position on the yard.

#### **OTHER SERVICES:**

- Recording the container position on the yard.
- Container storage
- Weighing containers
- Reading, recording and checking the temperature.
- Supplying refrigerated containers with electricity (plugging in and out)
- Container filling and emptying
- Extra processing of empty/full containers on the yard, for various requirements

**For Port Operations and Services in the DPA Container Terminal**

The list of port services provided in the Container Terminal (CT), the revenue from which are collected pursuant to the amounts defined in the DPA Tariffs Book<sup>4</sup> shall be:

No.	Service items	Unit
<b>1</b>	Container <b>Unloading</b> 10" 20" <b>FULL</b>	cp/knt
	Container <b>Unloading</b> 40" 45" <b>FULL</b>	cp/knt
	Container <b>Unloading</b> 10" 20" <b>EMPTY</b>	cp/knt
	Container <b>Unloading</b> 40" 45" <b>EMPTY</b>	cp/knt
<b>2</b>	Container <b>Loading</b> 10" 20" <b>FULL</b>	cp/knt
	Container <b>Loading</b> 40" 45" <b>FULL</b>	cp/knt
	Container <b>Loading</b> 10" 20" <b>EMPTY</b>	cp/knt
	Container <b>Loading</b> 40" 45" <b>EMPTY</b>	cp/knt
<b>3</b>	<b>Opening/Closing top (complete cycle)</b>	cp
	<b>Extra movement/catching Empty</b>	cp/knt
	<b>Extra movement/catching Empty</b>	cp/knt
	<b>Lashing-Unlashing</b>	cp/knt
	<b>Shifting</b>	cp/knt
<b>4</b>	<b>Additional Tariff +10%</b>	
<b>5</b>	<b>Means fees</b>	cp/knt
<b>6</b>	<b>Weighing containers</b>	cp/knt

<sup>4</sup> "Port of Durrës Tariffs – Tariffs Book" are determined pursuant to the provisions of Law No. 9251 dated 8.07.2004 "On Albanian Maritime Code", Law No. 9130 dated 08.09.2003 "On Durrës Port Authority" Chapter IV Article 35 and thereafter and DCM No. 596 dated 10.09.2004 "On the approval of Durrës Port Authority Statute and its reorganization", Joint Instruction of MTI & MF No.1568/3 dated 14.07.2015 and Instruction No. 3078, dated 14.06.2016

<b>7</b>	<b>Electricity (refrigerated containers)</b>	day
<b>8.1</b>	<b>Container warehousing 6 - 15 days</b>	day
	<b>Container warehousing 16 - 20 days</b>	day
	<b>Container warehousing over 20 days</b>	day
<b>8.2</b>	<b>Container warehousing 6 - 15 days in the terminal</b>	day
	<b>Container warehousing 16 - 20 days in the terminal</b>	day
	<b>Container warehousing over 20 days in the terminal</b>	day
<b>9</b>	<b>Parking (up to 3.5 T)</b>	day
	<b>Parking (3.5 T - 7.5 T)</b>	day
<b>10</b>	<b>Port Security Fees (20')</b>	cp/knt
	<b>Port Security Fees (40')</b>	cp/knt
<b>11</b>	<b>Channel fee</b>	
	<b>Quay fee</b>	

Currently, the revenues generated from the fees of services listed in sections 1-10 are collected by shipment agencies, whereas those in sections -11 are collected by maritime agencies.

The Economic Operator that will carry out the Port of Durrës Container Terminal management and operation services shall perform all necessary procedural actions to ensure collection of the fees of services listed in sections 1-10 (exclusive of sections 4, 8.2 and 10) and payment transfer directly from the service recipient to the DPA bank account, without requiring the involvement of said operator. Their activity is not related to the collection of section 11 fee.

As regards the activity conducted during the past 3 (three) years in the Port of Durrës CT, the following table shows the volumes realized based on each service provided and paid in accordance with the Tariffs Book:

## Container Terminal Services

No.	Service items	Unit	2017		2018		2019	
			Quantity	TEU	Quantity	TEU	Quantity	TEU
1	Container Unloading 10" 20" FULL	cp/knt	21,660	21,660	21,468	21,468	23,921	23,921
	Container Unloading 40" 45" FULL	cp/knt	16,356	32,712	19,166	38,332	21,808	43,616
	Container Unloading 10" 20" EMPTY	cp/knt	4,978	4,978	7,306	7,306	5,088	5,088
	Container Unloading 40" 45" EMPTY	cp/knt	0	0	17	34	31	62
2	Container Loading 10" 20" FULL	cp/knt	19,905	19,905	18,565	18,565	19,046	19,046
	Container Loading 40" 45" FULL	cp/knt	853	1,706	1,042	2,084	1,257	2,514
	Container Loading 10" 20" EMPTY	cp/knt	6,123	6,123	10,671	10,671	10,451	10,451
	Container Loading 40" 45" EMPTY	cp/knt	15,593	31,186	18,033	36,066	20,532	41,064
<b>TOTAL</b>				118,270		134,526		145,762
3	Opening/Closing top (complete cycle)	cp	1,267		1,428		1,416	
	Extra movement/catching Empty	cp/knt	4,442		7,969		8,379	
	Extra movement/catching Empty	cp/knt	2,026		2,371		2,569	
	Lashing-Unlashing	cp/knt	85.468		96.268		102.134	
	Shifting	cp/knt	678		289		252	
4	Means fees	cp/knt	85468		96268		102134	
5	Weighing containers	cp/knt	100		111		485	
6	Electricity (refrigerated containers)	day	32.625		39.111		41.977	
7	Container warehousing 6 - 15 days	day	159.776		234.815		231.464	
	Container warehousing 16 - 20 days	day	16.881		34.038		32.398	
	Container warehousing over 20 days	day	31.315		92.037		95.100	
8	Parking (up to 3.5 T)	day			1.711		7.751	
	Parking (3.5 T - 7.5 T)						1	

As regards the above fees of processed volumes and the revenues generated by DPA as per these services:

Container Terminal Services

DPA - 2017

Year 2018

Year 2019

No	Service items	Unit	Quantity	Fee	Revenue	DPA Revenue	TEU	Quantity	Revenue	DPA Revenue	TEU	Quantity	Revenue	DPA Revenue	TEU	
1	Container Unloading 10" 20" FULL	cp/knt	21.660	9.692	ALL/knt	209,928,720	44,085,031	21.660	21.468	208,067,856	43,694,250	21.468	23.921	231,842,332	48,686,890	23.921
	Container Unloading 40" 45" FULL	cp/knt	16.356	11.720	ALL/knt	191,692,320	40,255,387	32.712	19.166	224,625,520	47,171,359	38.332	21.808	255,589,760	53,673,850	43.616
	Container Unloading 10" 20" EMPTY	cp/knt	4.978	6.012	ALL/knt	29,927,736	6,284,825	4.978	7.306	43,923,672	9,223,971	7.306	5.088	30,589,056	6,423,702	5.088
	Container Unloading 40" 45" EMPTY	cp/knt	0	7.305	ALL/knt	-	0	0	17	124.185	26.079	34	31	226.455	47.556	62
						-										
2	Container Loading 10" 20" FULL	cp/knt	19.905	9.472	ALL/knt	188,540,160	39,593,434	19.905	18.565	175,847,680	36,928,013	18.565	19.046	180,403,712	37,884,780	19.046
	Container Loading 40" 45" FULL	cp/knt	853	10.813	ALL/knt	9,223,489	1,936,933	1.706	1.042	11,267,146	2,366,101	2.084	1.257	13,591,941	2,854,308	2.514
	Container Loading 10" 20" EMPTY	cp/knt	6.123	5.762	ALL/knt	35,280,726	7,408,952	6.123	10.671	61,486,302	12,912,123	10.671	10.451	60,218,662	12,645,919	10.451
	Container Loading 40" 45" EMPTY	cp/knt	15.593	6.826	ALL/knt	106,437,818	22,351,942	31.186	18.033	123,093,258	25,849,584	36.066	20.532	140,151,432	29,431,801	41.064
<b>Total</b>						<b>771,030,969</b>	<b>161,916,503</b>	<b>78%</b>		<b>848,435,619</b>	<b>178,171,480</b>	<b>73%</b>		<b>912,613,350</b>	<b>191,648,804</b>	<b>69%</b>
3	Opening/Closing top (complete cycle)	cp	1,267	10.763	ALL/knt	13,636,721	2,863,711		1,428	15,369,564	3,227,608		1,416	15,240,408	3,200,486	
	Extra movement/catching Empty	cp/knt	4,442	1.307	ALL/knt	5,805,694	1,219,196		7,969	10,415,483	2,187,251		8,379	10,951,353	2,299,784	
	Extra movement/catching Empty	cp/knt	2,026	2.035	ALL/knt	4,122,910	865.811		2,371	4,824,985	1,013,247		2,569	5,227,915	1,097,862	
	Lashing-Unlashing	cp/knt	85.468	403	ALL/knt	34,443,604	7,233,157		96.268	38,796,004	8,147,161		102.134	41,160,002	8,643,600	
	Shifting	cp/knt	678	3.972	ALL/knt	2,693,016	565.533		289	1,147,908	241.061		252	1,000,944	210.198	
													73,580,622			
4	Additional Tariff +10%					2,027,451					3,314,885					
5	Means fees	cp/knt	85468	250	ALL/vehicle	21,367,000	4,487,070		96268	24,067,000	5,054,070		102134	25,533,500	5,362,035	
						0				0				0		

6	Weighing containers	cp/knt	100	854	ALL/ knt	85.400	17.934		111	94.794	19.907		485	414.190	86.980	
							0				0					
7	Electricity (refrigerated containers)	day	32.625	1.122	ALL/ knt/ day	36,605,250	7,687,103		39.111	43,882,542	9,215,334		41.977	47,098,194	9,890,621	
						118,759,595	26,966,966	12%		138,598,280	32,420,524	12%		220,207,128	34,002,717	17%
8	Container warehousing 6 - 15 days	day	159.776	343	ALL/ TEU/ day	54,803,168	11,508,665		234.815	80,541,545	16,913,724		231.464	79,392,152	16,672,352	
	Container warehousing 16 - 20 days	day	16.881	514	ALL/ TEU/ day	8,676,834	1,822,135		34.038	17,495,532	3,674,062		32.398	16,652,572	3,497,040	
	Container warehousing over 20 days	day	31.315	684	ALL/ TEU/ day	21,419,460	4,498,087		92.037	62,953,308	13,220,195		95.100	65,048,400	13,660,164	
	Container warehousing 6 - 15 days in the terminal	day	44.688	343	ALL/ TEU/ day	15,327,984	15,327,984		38.389	13,167,427	13,167,427		52.213	17,909,059	17,909,059	
	Container warehousing 16 - 20 days in the terminal	day	3.347	514	ALL/ TEU/ day	1,720,358	1,720,358		5.654	2,906,156	2,906,156		2.627	1,350,278	1,350,278	
	Container warehousing over 20 days in the terminal	day	864	684	ALL/ TEU/ day	590.976	590.976		6.583	4,502,772	4,502,772		414	283.176	283.176	
9	Parking (up to 3.5 T)	day		500	ALL/ day	-	0		1.711	855.500	179.655		7.751	3,875,500	813.855	
	Parking (3.5 T - 7.5 T)												1	850	181	
						102,538,780	35,468,205	10%		182,422,240	54,563,991	16%		184,511,987	54,186,105	14%
	<b>TOTAL</b>					992,329,344	413,235,144	118.271		1,169,456,139	475,747,998	134.52 7		1,317,332,46 5	505,489,147	145.76 3
10	Port Security Fees (20')	cp/knt	52668	244	ALL/ knt	12,850,992	12,850,992		58010	14,154,440	14,154,440		58506	14,275,464	14,275,464	
	Port Security Fees (40')	cp/knt	32797	488	ALL/ knt	16,004,936	16,004,936		38258	18,669,904	18,669,904		43628	21,290,464	21,290,464	
11	Channel fee						12,572,031.00				63,037,659. 00				71,334,104.00	
	Quay fee						67,564,755.00				12,409,173. 00				14,315,342.93	

As regards the above, it is concluded that the percentage of revenues generated from loading and unloading services comprise 69-78% of the CT activity volume.

Based on the average of the past 3 years, estimated for the following 5 years for all unit quantities of this terminal port services, it is estimated:

**ESTIMATION OF RELEVANT PORT SERVICES QUANTITIES ACCORDING TO THE PAST 3 YEARS REFERENCE 2017-2019**

No.	Service items	Unit	2017		2018		2019		Year 1 (average of the past 3 years 2017-2019)		PERIOD 5 YEARS	
			Quantity	TEU 10"/20"	Quantity	TEU 10"/20"	Quantity	TEU 10"/20"	Quantity	TEU 10"/20"	Quantity	Quantity in TEU 10"/20"
1	Container Unloading 10" 20" FULL	cp/knt	21.660	21.660	21.468	21.468	23.921	23.921	22.350	22.350	111.750	111.750
	Container Unloading 40" 45" FULL	cp/knt	16.356	32.712	19.166	38.332	21.808	43.616	19.110	38.220	95.550	191.100
	Container Unloading 10" 20" EMPTY	cp/knt	4.978	4.978	7.306	7.306	5.088	5.088	5.790	5.790	28.950	28.950
	Container Unloading 40" 45" EMPTY	cp/knt	0	0	17	34	31	62	16	32	80	160
						50848						
2	Container Loading 10" 20" FULL	cp/knt	19.905	19.905	18.565	18.565	19.046	19.046	19.172	19.172	95.860	95.860
	Container Loading 40" 45" FULL	cp/knt	853	1.706	1.042	2.084	1.257	2.514	1.050	2.100	5.250	10.500
	Container Loading 10" 20" EMPTY	cp/knt	6.123	6.123	10.671	10.671	10.451	10.451	9.081	9.081	45.405	45.405
	Container Loading 40" 45" EMPTY	cp/knt	15.593	31.186	18.033	36.066	20.532	41.064	18.054	36.108	90.270	180.540
	<b>TOTAL TEU 10"/20" (converted)</b>			<b>118,270</b>		<b>134,526</b>		<b>145,762</b>		<b>132,853</b>		<b>664,265</b>
3	Opening/Closing top (complete cycle)	cp	1,267		1,428		1,416		1,370		6,850	
	Extra movement/catching Empty	cp/knt	4,442		7,969		8,379		6,930		34,650	
	Extra movement/catching Empty	cp/knt	2,026		2,371		2,569		2,322		11,610	
	Lashing-Unlashing	cp/knt	85,468		96,268		102,134		94,624		473,120	
	Shifting	cp/knt	678		289		252		407		2,035	
4	Means fees	cp/knt	85468		96268		102134		94.624		473.120	

5	Weighing containers	cp/knt	100		111		485		232		1.160	
6	Electricity (refrigerated containers)	knt/day	32.625		39.111		41.977		37.905		189.525	
7	Container warehousing 6 - 15 days	knt/day	159.776		234.815		231.464		208.685		1,043,425	
	Container warehousing 16 - 20 days	knt/day	16.881		34.038		32.398		27.773		138.865	
	Container warehousing over 20 days	knt/day	31.315		92.037		95.100		72.817		364.085	
8	Parking (up to 3.5 T)	day			1.711		7.751		4.731		23.655	
	Parking (3.5 T - 7.5 T)						1		1		5	
<b>TOTAL TEU 10"/20" (converted)</b>				118,270		134,526		145,762		132,853		664,265

**CONTAINER TERMINAL SERVICES - 5-YEAR PLANNING - SERVICE DELIVERY GRAPH**

No.	Service items	Unit	PERIOD 5 YEARS	
			Quantity	Quantity in TEU 10"/20"
1	Container <b>Unloading</b> 10" 20" <b>FULL</b>	cp/knt	111.750	111.750
	Container <b>Unloading</b> 40" 45" <b>FULL</b>	cp/knt	95.550	191.100
	Container <b>Unloading</b> 10" 20" <b>EMPTY</b>	cp/knt	28.950	28.950
	Container <b>Unloading</b> 40" 45" <b>EMPTY</b>	cp/knt	80	160
2	Container <b>Loading</b> 10" 20" <b>FULL</b>	cp/knt	95.860	95.860
	Container <b>Loading</b> 40" 45" <b>FULL</b>	cp/knt	5.250	10.500
	Container <b>Loading</b> 10" 20" <b>EMPTY</b>	cp/knt	45.405	45.405
	Container <b>Loading</b> 40" 45" <b>EMPTY</b>	cp/knt	90.270	180.540
<b>TOTAL TEU 10"/20" (converted)</b>				<b>664.265</b>
		<b>Unit</b>	<b>Quantity</b>	
3	<b>Opening/Closing top (complete cycle)</b>	cp	6.850	
	<b>Extra movement/catching Empty</b>	cp/knt	34.650	
	<b>Extra movement/catching Empty</b>	cp/knt	11.610	
	<b>Lashing-Unlashing</b>	cp/knt	473.120	
	<b>Shifting</b>	cp/knt	2.035	
4	<b>Means fees</b>	cp/knt	473.120	
5	<b>Weighing containers</b>	cp/knt	1.160	
6	<b>Electricity (refrigerated containers)</b>	knt/day	189.525	
7	<b>Container warehousing 6 - 15 days</b>	knt/day	1,043,425	
	<b>Container warehousing 16 - 20 days</b>	knt/day	138.865	
	<b>Container warehousing over 20 days</b>	knt/day	364.085	
8	<b>Parking (up to 3.5 T)</b>	day	23.655	
	<b>Parking (3.5 T - 7.5 T)</b>		5	



## **2. ASSET MAINTENANCE-REPAIR SERVICE AND ENSURING TECHNICAL READINESS**

Asset maintenance-repair service shall denote the operation, periodic maintenance in accordance with technical, prevention and repair manuals for defects and abnormalities, the improvement of the time required to repair defects of vehicles and machinery during the operating process in the Container Terminal based on the defect history and technical cards to ensure the proper functioning of the Terminal during the operation period, as well as the training and specialization of human resources in the terminal.

### **Developing modernizing, technically upgrading, maintaining and ensuring the technical readiness of:**

- Civil infrastructure including bollards, fenders and crane tracks.
- Electric power infrastructure
- IT infrastructure
- Vehicles and machinery in regards to the financial efficiency used, efficient planning to meet the needs for spare parts based on the technical manual, consumption norms and defect history, providing tires, motor oil and fuel

The financial costs of asset maintenance, proper terminal operation and technical upgrade of the above assets' infrastructure shall be borne by the Container Terminal service-operation Operator.

### **The factual inventory of movable assets utilized in the Durrës Port Authority Container Terminal is as follows:**

### **The factual inventory of movable assets utilized in the Durrës Port Authority Container Terminal is as follows:**

#### **MOVABLE ASSETS OF CIVIL INFRASTRUCTURE:**

- a. 10 units of 75 t bollards, placed along the two quays where this Terminal is located, part of Quay No. 5 and the entire Quay No. 6.
- b. 26 HTP (1900KN) Fenders.
- c. Electric crane tracks, 2 rails x 303 ml per line.
- d. 9 Light towers.
- e. 200 jersey barriers with restriction and protection fences.

#### **ELECTRIC POWER INFRASTRUCTURE ASSETS:**

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- Cable lines from Cabin No. 7                    4 units.
- Cable lines from Cabin No. 4                    5 units.
- Floodlights in light towers                    9 units.
- 4-fuse block (Modular 50A)                    9 units.
- Marshalling kiosk 8 (item).
- Circuit Breaker 25A.2P                    74 units.
- Marshalling kiosk 8 (item).
- Crepuscular relay                    8 units.
- Contractor 40A                    10 units.
- Schuko socket 16A                    9 units.
- Circuit Breaker 25A (1 Pole)                    4 units.
- Circuit Breaker 80 A (4 Poles)                    3 units.
- Circuit Breaker 25A (3 Poles)11 units.
- Circuit Breaker 25A (4 Poles)81 units.
- Circuit Breaker 16A (2 Poles)2 units.
- Ref. cont. sockets 32A, 4P, 6H                    210 units.
- 4P-600A Sockets                    2 units.
- 4P-400A Sockets                    14 units.

**ELECTRONIC AND MISCELLANEOUS ASSETS:**

IT Container of 3*2*3.4 m dimensions	units	1	Operable
Mitsubishi Air Conditioner 12 BTU	units	2	Operable
Generator 45 kVa	units	1	Operable
Tension stabilizer 15 kVa	units	1	Operable
PC computers (assembly unit)	units	2	Operable
Tysso Printer	units	2	Operable
Installation of camera systems in mobile cranes	units	1	Operable
Vehicle Mount computers plus accessories	units	2	Operable
WAPAWM Tablets 6, 5 Docking, Windows (antennae)	units	2	Operable
PC computer set	units	1	Operable
Vehicle Mount computers, 4G Ram	units	2	Operable

Standard Tender Documents

Vehicle Mount Computer/FMT-921-A	units	2	Operable
PC computer set HP 260 + Monitor 18.5	units	1	Operable
Ricoh photocopier	units	1	Operable
DP251 Case & Case modem	units	1	Operable
HP Printer	units	1	Operable
PC computer set	units	1	Operable
Palmar Workabout	units	4	Operable
UPS for Server room	units	1	Operable
NVR 16 channels, batteries and HikVision camera	units	1	Operable
Mikrotik Wireless Network	units	1	Operable
Switch	units	1	Operable
Router	units	1	Operable
Firewall Watchguard XTM.5.0 License	units	1	Operable

**ASSETS UTILIZED FOR CONTAINER TERMINAL OPERATION:**

Kiosk container for offices in the Terminal	units	1	Operable
Kiosk container for offices in the Terminal	units	1	Operable
Kiosk container for offices in the Terminal	units	1	Operable
Kiosk container for offices in the Terminal	units	2	Operable
Kiosk container for offices in the Terminal	units	1	Operable
Kiosk container for offices in the Terminal	units	1	Operable
Office kiosk site	units	2	Operable
Welding equipment	units	1	Operable
Air compressor	units	1	Operable

Standard Tender Documents

Office container	units	1	Operable
Oil tank	units	1	Operable
Pressing machine	units	1	Operable
Welding equipment	units	1	Operable
Sandwich building (Wardrobe Container)	units	1	Operable
Generator 10 kVa	units	1	Operable
Generator 5 kVa	units	1	Operable

**VEHICLES AND MACHINERY:**

No.	Vehicle name	Quantity	Type	Manufacturer	Lifting Capacity	Year of manufacture
1	Reachstacker	1	DRF45060 S5	Kalmar	45 tons	2007
2	Reachstacker	1	DRF45065 S6	Kalmar	45 tons	2010
3	Crane	1	MHC 5150	Terex	150 tons	2014
4	Reachstacker	1	CS 45 KM	Fantuzzi	45 tons	2000
5	Reachstacker	1	CS 45 KE	Fantuzzi	45 tons	2004
6	Reachstacker	1	CS 45 KE	Fantuzzi	45 tons	2004
7	Forklift	1	CX 20	Komatsu	-	-

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8	Trailer	6	076-081	Seyit Usta	50 tons	2013
9	Spreader	1	EH 170U	Broma	41 tons	2014
10	Crane	2	MHC 130 & 200	Fantuzzi	100 tons	2000
11	Reachstacker	1	FT 45-60	Fantuzzi, FT	45 tons	2016
12	Reachstacker	1	DRF45060 S5	Kalmar	45 tons	2010
13	Container holder	1	DCF10045 E6	Kalmar	10 tons	2012
14	Forklift	1	XD 45	OM	4.5 tons	2012
15	Tractor	4	440S42	Iveco	-	2013
16	Automobile	1	FORTWO	Magirus Smart	-	2007
17	Spreader	1	EH170U	Broma	41 tons	2017
18	Forklift	1	H35D	Linde	3.5 tons	2013
19	Tractor	1	19-463	Man	-	1998

**The current technical readiness of these vehicles is as follows:**

**Autocranes:**

- **MHC 5150** Inoperable - contains defect in the movement system; contains defect in the spreader supply cable; contains defect in the hoist bracing (the ring is partially damaged and therefore does not allow for the pinion to attach); the motor intercooler system is missing.
- **MHC 200** Inoperable - the main motor switchboard is damaged MTU; one of the hydraulic cooling system radiators is out of order; the hydraulic oil leaks into the coupler.
- **MHC 130** Operable - had problems with the command system which has been fully renewed by DCT and there is no defect and installation history available.

**Reachstackers:**

- RS1            Inoperable - due to lack of tires; spreader 40' out of order
  - RS4            dead; out of order.
  - RS5            operable.
  - RS6            operable.
  - RS FTMH      operable.
  - ECH            operable.
- As regards **Trucks and transport chassis** that are operable, several of them require spare parts and tires.

**3. TERMINAL OPERATING SYSTEM - TOS**

One of the main elements that directly impacts the operational and financial performance of the Terminal is the lack of TOS;

**The Bidder shall be required to install an operating system for the Container Terminal. The Bidder shall submit a clear and detailed description** of the technical specifications. The technical solution for the system that the company requires to implement in order to improve the management of the terminal it operates is a solution that ensures better operation. The technical solution for the proposed IT system shall be based on the basic principles that aim to establish a sustainable, autonomous and secure system. The system should be conceptualized as a redundant (duplicate) system in software, hardware and uninterrupted power supplies in order to ensure maximum work readiness.

The proposal of this IT system shall start with the technical description, its features, followed by the implementation purpose, installation and testing steps, description of functional modules and description of the hardware and software configuration. This operating system should be applied in other European Union ports. The Economic Operator shall notify the Port Authority on the commencement date of the implementation of this system and the time-lines for the implementation of the project and the investment amount.

The Economic Operator shall:

- Train the staff on the use and administration of the system.
- Include annual support contracts.
- Calculate the time necessary to implement the module required by the Port Authority for control reasons.

At the end of the contract, the operating system shall be transferred under the ownership of Durrës Port Authority together with the database data and access credentials.

### **Terminal Operating System Terms of Reference**

This system shall be a Modular system. The software modules to be included in the TOS shall cover the activity consisting of:

1. User access - Administrator users/roles/groups/rights
2. Ship administration and planning - ship arrival management and planning and terminal performance reports generation
3. Container cargo administration and planning - Ship loading program including VSD to determine ship structure.
4. Gate control - terminal entry/exit gates control, truck entry and exit, document exchange, checking trucks and their status.
5. Import office - import containers management and planning, handover plan and relevant documentation including CFS
6. Export Office - export containers management and planning, including CFS, assigning the loading sequence, transfer planning
7. CFS - container filling and emptying activity management, “packing lists” and container manifest.
8. Empty container warehousing - managing all empty containers.
9. Refrigerated containers - refrigerated containers service management and planning, temperature control, PTI services, plugging in/out.
10. Generating statistical reports - Standard reports and statistics shall be available for each CTS module, including generating specific-purpose reports.
11. Invoicing - preliminary invoicing, third-party invoicing. Necessary documents to prepare the final invoice.
12. EDI - Electronic Data Interchange between business partners
13. Yard planning - activity planning and control, for example entries and exits. Maintenance, square space reservation.
14. Module that controls machineries in the terminal and automatically assigns tasks
15. Centralized operations monitoring module
16. Remote operations monitoring module for the loading/unloading yards based on RDT (Radio Data Transfer) technology.
17. Creating an interface accessible by the Port Authority for control purposes.
18. Connecting the EO’s system to the financial JDE ORACLE IT system used by DPA, for the purpose of enabling electronic information exchange as regards the invoicing performed during the CT activity.

19. Web interface - accessible by internal partners, customs, through the terminal/Internet server.
20. Disaster Recovery Site at a 70 km distance from the Port of Durrës or in cloud. Duplicating the system that ensures terminal functioning at all times by communicating with the TOS in real time. The system shall be configured to allow for at least 20 users. The system shall ensure the continuity of terminal operations by being duplicated into software, computer devices and having uninterrupted power supply in order to maintain maximum operation readiness.

#### **4. REGARDING TARGET PERFORMANCE**

Should the Contracting Authority establish that any of the following has occurred:

- failure to fulfill obligations and norms provided for in the Contract as regards the container loading and unloading processing and other services;
- failure to fulfill obligations regarding the asset maintenance-repair service that denotes the operation, periodic maintenance in accordance with technical, prevention and repair manuals for defects and abnormalities, the improvement of the time required to repair defects of vehicles and machinery during the operating process in the Container Terminal based on the defect history and technical cards to ensure the proper functioning of the Terminal during the operation period, as well as the training and specialization of human resources in the terminal;
- negligence in container clearing resulting in yard overloading that leads to service vehicle mobility problems and lack of processing grounds;
- intentional obstruction of ship processing activity despite reasons;
- TOS malfunction;

this may result in the Economic Operator being charged with the damage costs calculated by the contract monitoring group and should it reoccur, it may lead to contract termination.

In case of negligence or deficiency of the operator in carrying out their contracting obligations, a fine will be imposed at the quota of one per cent (1%) of their monthly benefit right. The fine will be imposed again if it is not remedies within the time period determined by DPA in the fine notification the first time.

The total amount of Fines imposed on the maintenance operator in one month shall not exceed five per cent (5%) of the total contract value.

The operator shall pay the fine according to this agreement, within two weeks from notification receipt, and should they fail to do so, DPA will deduct it from the following monthly payment.

**Appendix 15**

*[Appendix to be filled in by the Contracting Authority]*

**STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER<sup>5</sup>**

[Location and Date]

[Name and address of the contracting authority]

[Bidder's address]

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

Thank you for Your participation in the aforementioned public procurement procedure. The procedure is conducted pursuant to Law no. 9643, dated 20.11.2006 "On Public Procurement".

Your bid was carefully evaluated according to the terms and conditions set out in the contract notification and the bidding file. I regret to inform You that you were disqualified because the bid submitted by you was rejected due to the following (s) reason *[mark the right box]*:

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If You think that the Contracting Authority has violated the LPP or PPR during the public procurement procedure, then you have the right to initiate a review procedure as provided for in Chapter VII of the LPP.

Although we could not use Your services in this case, I believe that You will continue to be interested in our procurement initiatives.

Kind regards,  
< Name >

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<sup>5</sup> This notification shall be used in cases of procurement procedures carried out in writing

**Appendix 16**

[ Appendix to be filled in by the Contracting Authority]

**WINNER NOTIFICATION FORM**

[Date]

To: [Name and address of winning bidder]

Procurement procedure:

Reference number of the procedure/lot:

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

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

Winner selection criteria: lowest price  most economically advantageous bid

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

1. \_\_\_\_\_  
Company's full name TIN  
Amount \_\_\_\_\_  
(in numbers and words)

2. \_\_\_\_\_  
Company's full name TIN  
Amount \_\_\_\_\_  
(in numbers and words)

Etc. \_\_\_\_\_

The following bidders have been disqualified:

1. \_\_\_\_\_  
Company's full name TIN  
2. \_\_\_\_\_  
Company's full name TIN

Respectively for the following reasons:

Standard Tender Documents

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\* \* \*

In reference to the above mentioned procedure, we herein inform [*name and address of the winning bidder*] that the bid submitted, with a total value of [*the relevant amount expressed in words and figures*] / total points awarded [\_\_\_\_\_] has been identified as successful bid.

Consequently, you are encouraged to submit to [*name and address of the contracting authority and contact reference*] insurance contract, as provided in the tender documents within \_\_\_\_\_ days of receipt / publication of this notification.

In case you do not comply with this requirement, or withdraw from signing the contract, your bid security (if any) shall be forfeited and the contract shall be awarded to the next bidder in the final qualification, whose bid is offered with a total value of [*respective value expressed in words and figures*], as provided in Article 58 of Law No. 9643, dated 20.11.2006 “On Public Procurement”, as amended.

Classification Notification published on \_\_\_\_\_

Complaint: yes, or no \_\_\_\_\_

(if any) answer received on \_\_\_\_\_

[Contracting authority official]

**Appendix 17**

[Appendix to be filled in by the Contracting Authority in the framework agreement]

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

[Date]

To: [Name and address of winning economic operators]

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\* \* \*

Procurement procedure: \_\_\_\_\_

Reference number of the procedure/lot:

Brief contract description: *[Quantity, object, duration of contract, etc.]*

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

Winner selection criteria:  most economically advantageous  bid lowest price

We notify that these economic operators have participated in the procedure with the unit price sum offered/respective values offered:

1. \_\_\_\_\_  
*Company's full name* *TIN*

Unit price sum offered/value \_\_\_\_\_  
*(in numbers and words)*

2. \_\_\_\_\_  
*Company's full name* *TIN*

Unit price sum offered/value \_\_\_\_\_  
*(in numbers and words)*

Etc. \_\_\_\_\_

The following economic operators have been disqualified:

Standard Tender Documents

1. \_\_\_\_\_  
*Company's full name* *TIN*

2. \_\_\_\_\_  
*Company's full name* *TIN*

Respectively for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

\* \* \*

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

1. \_\_\_\_\_  
*Company's full name* *TIN*

Unit price sum offered/Value \_\_\_\_\_/Total points \_\_\_\_\_  
*(in numbers and words)*

2. \_\_\_\_\_  
*Company's full name* *TIN*

Unit price sum offered/Value \_\_\_\_\_/Total points \_\_\_\_\_  
*(in numbers and words)*

Etc. \_\_\_\_\_

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

Classification Notification published on \_\_\_\_\_

Complaint: yes, or no \_\_\_\_\_  
(if any) answer received on \_\_\_\_\_

**[Contracting authority official]**

## Appendix 18

### **GENERAL TERMS OF THE CONTRACT Services – Restricted procedure**

#### **Article 1 Scope**

- 1.1 These general terms of contract (GTC) will be implemented for the carrying out of procured Services through a restricted open procedure.
- 1.2 Law on Public Procurement in the Republic of Albania provides for that the provisions of the Albanian Civil Code shall apply to public procurement contracts. Some provisions of the Code are included in the GTC in order to increase the transparency of the terms of the contract. However, quoting some provisions herein shall not in any way affect the implementation of other provisions of the Civil Code of this contract.
- 1.3 Likewise, some provisions of the Law on Public Procurement are included in the GTC in order to increase the transparency of the law governing public procurement. However, quoting some provisions herein shall not in any way affect the implementation of other provisions of the Law on Public Procurement on the rights, duties and obligations of the parties.
- 1.4 GTC shall apply to the extent not superseded by the terms and provisions set out in other parts of the contract.
- 1.5 Terms of the contract shall also include special terms of contract (STC). In case of discrepancy between the GTC and the STC, the STC shall prevail.

#### **Article 2 Definitions**

- 2.1 “Contract” means the written agreement entered into by the Public Purchaser and Contractor consisting of the tender documents including GTC and STC, all attachments and completed forms and all other documents included in the referral of each document.
- 2.2 “Contract price” means the price to be paid to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 2.3 “Object of contract” means all Services that the Contractor shall provide under the terms of the contract.
- 2.4 “Party (Parties)” means signatory parties of the contract.
- 2.5 “Contracting Authority” means the Contracting Authority part of this contract and that purchases services according to the provisions of this contract. This term, wherever used, has the same meaning as defined by law.

## Standard Tender Documents

- 2.6 “Contractor” means the natural or legal person party to this contract providing the services according to the provisions of this contract.
- 2.7 “Services” refers to all tasks to be performed by the Contractor pursuant to the contract.
- 2.8 "Terms of Reference" express the object and purpose of the contract, define the tasks, requirements, objectives, delivery of the Services to be provided.

### **Article 3 Drafting of Contract**

- 3.1 The winner announcement shall serve as a basis for the drafting of contract between the parties, which shall be signed within the term stated in the tender documents.
- 3.2 The existence of contract is confirmed by the signing of a contract document incorporating all agreements between the parties.

### **Article 4 Corrupted Practices, Conflict of Interest and Inspection of Records**

- 4.1 The Contracting Authority can petition to the court to declare the nullity of contract if it ascertains that the Contractor has committed acts of corruption. Corruptive actions shall include actions described in Article 26 of the Law on Public Procurement.
- 4.2 The Contractor shall not be associated (present or past) with any consultant or any other entity that has participated in the preparation of tender documents for this procurement.
- 4.3 The Contractor shall permit the Contracting Authority to inspect the accounts and records related to the implementation of the contract or to have them audited by inspectors appointed by the Contracting Authority.

### **Article 5 Confidential Information**

- 5.1 The Contractor and the Contracting Authority must protect the confidentiality of all documents, data and other information provided by the other party to the contract.
- 5.2 The Contractor may provide subcontractors such documents, data or other information it receives from the Contracting Authority to the extent required for the subcontractor to perform its work under the contract. In such case, the Contractor shall include in its contract with the subcontractor a provision that provides for confidentiality as stated in Paragraph 5.1 above.

### **Article 6 Intellectual Property**

- 6.1 Unless otherwise provided in the contract, all intellectual property rights provided by the Contractor in performing the Contract shall belong to the Contracting Authority, who may use them at their discretion.
- 6.2 Unless otherwise stated in the contract, the Supplier, after completion of the contract, shall submit to the Contracting Authority all reports and data such as maps, diagrams, drawings,

sketches, specifications, plans, statistics, calculations and supporting records or materials acquired, collected, or prepared by the Contractor in performing the contract. The Contractor may retain copies of such documents and data, but shall not be used for purposes unrelated to the contract without prior written approval of the Contracting Authority.

- 6.3 The Contractor shall protect the Contracting Authority from liability for infringement of intellectual property rights that may arise from the production or provision of Services under the contract.
- 6.4 In the event of any claim or suit against the Contracting Authority regarding with any violation of intellectual property rights caused by the implementation of the contract or the use of goods supplied under the contract, the Contractor shall provide the contracting Authority all evidence and information in the possession of the Contractor pertaining to such suit or claim.

#### **Article 7 General Obligations of the Contractor**

- 7.1 The Contractor should perform the Services and meet their obligations with all efficient and economic efforts, pursuant to the generally accepted professional techniques and practices.
- 7.2 The Contractor should follow sound business practices and use advanced and suitable technology and safe methods.
- 7.3 In case the contract requires performing professional advisory services, the Contractor shall always act as a loyal adviser to the Contracting Authority, in accordance with the rules and codes of conduct of their profession and shall always uphold and maintain the public interest.
- 7.4 In case the contract requires performing professional advisory services, the Contractor must be very careful with third parties relations including the media and must not take part in actions that are outside their competence in representing the Contracting Authority.

#### **Article 8 Special Obligations of the Contractor**

- 8.1 The Contractor must perform all Services as specified in the Terms of Reference.
- 8.2 The Contractor shall submit to the Contracting Authorities all services, in the quantities specified, as required by the contract, including but not limited to, all reports, documents, studies, drawings and layouts.
- 8.3 The Contractor should provide the reports related to the implementation of Services as required in the contract.

#### **Article 9 Specifications and Drawings**

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- 9.1 If the contract requires sketching services, the Contractor should prepare all specifications and drawings by using generally accepted and recognized systems for the Contracting Authority and should take in consideration the most recent standards.
- 9.2 If the contract requires sketching services, the Contractor should ensure that all specifications, drawings and other requirements are prepared on a neutral basis with respect to promoting competition in the procurement of sketching objects.

### **Article 10 Permits and Licenses**

- 10.1 The Contractor shall be liable for the provision of permits and licenses in accordance with the requirements of the Laws of the Republic of Albania for the performance of Services in this contract unless the parties agree otherwise.

### **Article 11 Removal and Replacement of Key Personnel**

- 11.1 The Contractor shall obtain prior written approval from the Contracting Authority prior to the removal or replacement of key personnel as described in the Contractor's bid.
- 11.2 The Contractor shall replace any employee if the Contracting Authority discovers that the person has committed an unlawful act or that the Contracting Authority is highly dissatisfied with the work of the person.
- 11.3 If the need arises to replace one of the key personnel members, the Contractor shall provide as a replacement a person with equivalent or better qualifications.
- 11.4 The Contractor shall pay additional costs for the replacement of key personnel, unless the cause for the replacement is due to the negligence or lack of care of the Contracting Authority.

### **Article 12 Location**

- 12.1 The services should be performed in the location or locations specified in the contract.
- 12.2 If the location has not been specified, the Contracting Authority shall reserve the right to approve the location or locations where the Services will be carried out, however, the approval must not be unreasonably delayed.

### **Article 13 Professional Liability Insurance**

- 13.1 The Contractor shall provide insurance for the professional liability according to generally recognized rules and practices on the occupation, in order to indemnify the Contracting Authority on damages as a result of negligence, errors or shortcomings in providing Services.
- 13.2 Should there not be a minimum insurance amount on the contract, the Contractor shall provide insurance in the amount that is generally recognized as sufficient in the circumstances of the insured Services.

#### **Article 14 Price of the Contract**

14.1 The contract price shall be the price provided in the Contractor bid and accepted by the Contracting Authority.

#### **Article 15 Payment Terms**

15.1 The contract price, including upfront payment, shall be paid in the manner specified in the contract.

15.2 Unless otherwise provided in the contract, payment shall be made in the Albanian currency. The exchange rate of the different currencies shall be the rate of the Bank of Albania on the publication date of the contract notification.

15.3 Unless otherwise provided in the contract, the Contractor's request for payment shall be made to the Contracting Authority in writing. For each request, the Contractor must submit the original and copy along with a list of items describing the services performed which must be paid for.

15.4 Unless otherwise stated by another provision in the contract, the service payment shall be made within 30 calendar days from the day of Service provision, delivery presentation or accomplishment, or payment request receipt, whichever is the latest.

15.5 The payment date shall be the day on which funds are withdrawn from the account of the Contracting Authority.

#### **Article 16 Delay in Payment**

In the event of verifying delay in payment by the Contracting Authority, although the contractor has fulfilled all obligations in accordance with the terms of the contract, the overdue obligations and the corresponding delays will be fulfilled in accordance with the provisions of Law No. 48/2014 “On Late Payments for Contractual and Commercial Obligations”.

#### **Article 17 Amendment of laws and regulations**

If after the date of bids submission or contract signature date, any Albanian law or bylaw enter into force or are amended and affect the terms, including the submission date or price of the contract, the terms or price of the contract will be adjusted to the extent that the contractor is affected by the obligation to fulfill its obligations under the contract.

#### **Article 18 Force Majeure**

18.1 The Contractor shall not be responsible for loss of insurance of the contract, liquidated damages or cancellation for non-fulfillment, even to the extent of the delay in implementation or any other failure in fulfillment of its obligations according to this contract are cause of an event of Force Majeure.

- 18.2 For the purposes of this Article, “Force Majeure” shall mean any unforeseeable event beyond the control of the contractor on the fault or negligence. Events may include, but are not limited to, the actions of the Contracting Authority, whether in its sovereign or contractual capacity, war, revolutions, fire, flood, earthquake, epidemics, quarantine constraints and transit embargoes.
- 18.3 Should there be a Force Majeure event, the Contractor shall immediately notify the Contracting Authority. Except when the Contracting Authority gives different instructions, the Contractor shall agree to comply with its obligations under the Contract at the practically reasonable amount and shall request all reasonable measures for implementation that are not hindered by the Force Majeure.

#### **Article 19 Delay in Implementation and Extension of Deadline**

- 19.1 Except as otherwise provided, the Contractor shall start the performance of the Contract immediately upon its signature.
- 19.2 Except where the Contracting Authority agrees to extend the term of the contract, the Contracting Authority shall have the right to claim damages for delay in performance if the Contractor fails to submit Services within the Contract period.
- 19.3 The Contracting Authority may deduct the amount of liquidated damages due from the amount payable to the Contractor. In such case, the Contracting Authority shall give the Contractor written notice of the amount and the reason for the deduction.
- 19.4 The Contracting Authority shall agree for an extension of the term in case of Force Majeure.
- 19.5 The Contracting Authority may agree to extend the term in other circumstances if it is in the public interest to do so. In case the Contractor encounters conditions that hinder the timely implementation, the Contractor should immediately notify the Contracting Authority in writing for the delay, cause and the proposed date of submission or completion. The Contracting Authority must evaluate the request. If the Contracting Authority agrees with the delay, the extension shall enter into force with an amendment of the contract in writing, signed by the Contracting Authority and the Contractor.

#### **Article 20 Liquidated damages for delay in finishing works**

- 20.1 Liquidated damages for delay in finishing works shall be calculated at the following daily rates:
- a) For contracts with an implementation period of not more than 6 months, the daily fee will be  $\frac{4}{1000}$  of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.
  - b) For contracts with an implementation period of not more than 12 months, the daily fee will be  $\frac{2}{1000}$  of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.

- c) For contracts with an implementation period of more than 12 months, the daily fee will be 1/1000 of the corresponding value without total contract value, but this value will be calculated at a minimum above 25% of the contract value.

#### **Article 21 Negotiations and Amendments**

- 21.1 The parties will not negotiate changes or amendments to any contract terms that would significantly alter the terms that form the basis of the contractor's selection.
- 21.2 No amendment or other contractual change shall be valid unless it is in writing, dated, explicitly referred to in the contract and signed by the authorized representative of the Contractor and the Contracting Authority.
- 21.3 Any waiver of the rights, powers or arrangements by the parties shall be in writing, dated and signed by the authorized representative of the party who waives such right and shall specify the right and the extent to which it is issued.

#### **Article 22 Change of Order**

- 22.1 The Contracting Authority shall reserve the right to order Additional Services up to an amount not exceeding 20% of the total contract price. Any additional orders must be made in accordance with the rules and procedures provided in the Law on Public Procurement.

#### **Article 23 Termination for Default**

- 23.1 The Contracting Authority may terminate the contract in whole or in part, if:
  - a) The Contractor fails to deliver Services within the period specified in the contract or within any extension granted; or,
  - b) The Contractor fails to perform any other obligation of the contract.
- 23.2 The Contracting Authority shall give written notice of termination for default and grant the Contractor 15 days to cure the default unless the termination is for corrupt or illegal actions, in which case the termination shall be immediate.

#### **Article 24 Termination for Bankruptcy**

- 24.1 The Contracting Authority may terminate the contract at any time if the Contractor becomes bankrupt or insolvent.
- 24.2 The Contracting Authority shall give written notice of termination.

#### **Article 25 Termination for reasons of Public Interest**

- 25.1 The Contracting Authority may terminate the contract at any time if it determines that this action must be taken to best serve the public interest.
- 25.2 The Contracting Authority shall provide the Contractor written notice of termination.

## Standard Tender Documents

25.3 The Contracting Authority shall pay the Contractor for all Services performed before the termination and shall pay the Contractor for damages incurred for partially performed Services. In calculating the amount of damages, the Contractor shall be required to take all necessary actions to minimize the damage.

### **Article 26 Subcontract**

26.1 A subcontract shall be valid only if it is in the form of a written agreement by which the contractor entrusts performance of a part of their contractual obligations to a third party

26.2 The Contractor shall not subcontract without prior written approval of the Contracting Authority and not more than 40% of the contract value. The Contractor shall notify the Contracting Authority on the contract elements to be subcontracted and documentation proving the ability of sub-contractor. The Contracting Authority shall notify the contractor of their decision within 5 days of receiving the notification, stating the reasons whether it approves it or not.

26.3 Each subcontractor shall have the right to participate in public procurement under the Public Procurement Law. The Authority may direct payment to the subcontractor to supply services to be.

26.4 Should the Contractor plan to subcontract some of the works, they should present on the bid, according to the tender documents, all the required documentation for the subcontractor, as well as specific works to be subcontracted.

26.5 The Contractor shall remain fully responsible for the implementation of the contract irrespective of the subcontractor's behavior.

### **Article 27 Transfer of Rights**

31.1 The Contractor should not transfer, fully or partially, their obligations pursuant to the agreement, except when the Contracting Authority shall grant prior approval.

### **Article 28 Contract Insurance**

28.1 Before signing the contract, the contractor shall provide to the Contracting Authority contract insurance in the amount and form required.

28.2 The amount of contract insurance shall be payable to the Contracting Authority as compensation for any loss resulting from the Contractor's failure to fulfill their obligations under the contract.

28.3 The contract insurance shall be returned to the Contractor not later than 30 days after the date of receipt of the Services.

### **Article 29 Legal Basis**

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

**Article 30 Dispute Resolution**

30.1 The Contracting Authority and the Contractor shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this agreement by direct negotiation.

30.2 If the parties fail to resolve the dispute or conflict, problems shall be considered through contract dispute resolution and legal procedures in force under the legislation of the Republic of Albania.

**Article 31 Representation of Parties**

31.1 Each party shall appoint in writing a person or organizational position that shall be responsible, on behalf of the party, for making statements and party representation in matters related to the execution of the contract.

31.2 Each party shall notify the other party of any change in the appointment of representatives of the party. If a party fails to give notice, they must assume any losses caused by the failure to give adequate notice.

31.3 Parties may appoint additional persons or organizational units to represent the party in the specific actions or activities, in which case the written notice must be given and must determine the extent of the representative's authority.

**Article 32 Notifications**

32.1 Any notice given by one party to the other under this contract shall be made in writing to the address specified in the contract.

32.2 A notice shall be effective as soon as delivered.

**Article 33 Calculation of deadlines**

33.1 All references to days shall be calendar days unless otherwise provided.

**Appendix 19**

*[Appendix to be filled in by the Contracting Authority]*

**SPECIAL TERMS**

Services – Restricted procedure

Special terms of contract are drafted in accordance with the specific contract object. Should there be any discrepancy between the GTC and the STC, the Special Terms of Contract shall prevail.

**Article 1 Definitions**

1.1 The Contracting Authority shall be \_\_\_\_\_

1.2 The Contractor shall be \_\_\_\_\_

**Article 2 Contract Insurance**

2.1 Contract Insurance in the amount of *(10% of the bid value)* shall be provided by the Contractor to insure the execution of their obligations under the contract.

2.2 Contract Insurance shall be issued or returned immediately to the Contractor according the following form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 3 Contract Commencement**

3.1 The implementation of the contract should begin on \_\_\_\_\_. If not specified, implementation will begin on the date the Contractor signs the contract form.

**Article 4 Service Location**

4.1 Services will be performed in: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 5 Information that should be provided by the Contracting Authority**

5.1 Within 15 days from the receipt of the contract insurance, the Contracting Authority must provide the Contractor with the following information and documents: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 6 Reporting Requirements**

6.1 During the extension of the contract, the Contractor must provide reports to the Contracting Authority pursuant to the following form: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Article 7 Professional Liability Insurance**

7.1 Prior to the commencement of the contract, the Contractor shall provide the Contracting Authority with evidence of professional liability insurance with the following minimum amounts: \_\_\_\_\_  
\_\_\_\_\_

**Article 8 Payment Terms**

8.1 Payment for Services should be made according to the following file: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.2 Each filed payment must be made within \_\_\_\_\_ days from the date of entering into the agreement on the payment or from the date of receipt of the written request for payment, whichever is the later. If left unmet, the time period will be 30 days.

8.3 The payment currency will be \_\_\_\_\_. If left unpaid, payment will be made with Albanian currency.

**Article 9 Preliminary Payment**

9.1 The pre-payment percentage will be \_\_\_\_\_. If left unpaid, the Contractor will not receive a pre-payment.

9.2 If a pre-payment is promised, the advance will be paid in \_\_\_\_\_ days from the receipt of the contract insurance.

9.3 If a prior payment is made, the amount shall be deducted from the payment to be made to the Contractor under the following formula: \_\_\_\_\_  
\_\_\_\_\_

**Article 10 Contract waiver deduction**

10.1 If a contract waiver deduction shall be provided, it shall be carried out as follows

\_\_\_\_\_  
\_\_\_\_\_

If not completed, the guarantee shall remain unchanged.

**Appendix 20**

[ Appendix to be filled in by the Contracting Authority]

**SIGNED CONTRACT NOTIFICATION PUBLICATION FORM**

**Seksioni I Contracting Authority**

**I.1 Name and address of contracting authority**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

**I.2 Type of contracting authority:**

Central Institution	Independent institution
<input type="checkbox"/>	<input type="checkbox"/>
Local government unit	Other
<input type="checkbox"/>	<input type="checkbox"/>

**Section 2 Object of the contract**

**2.1 Reference number of the procedure/lot** \_\_\_\_\_

**2.2 Type of “Public Contracts for Services”**

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

**2.1. 2.1 Contract based on Framework Agreement**

Yes  No

**If yes, type of Framework Agreement**

**With 1 Economic Operator**

**With several Economic Operators**

**All terms are defined**

Yes  No

**2.2 Brief description of the contract**

1. Limit Fund \_\_\_\_\_

2. Source of Funding \_\_\_\_\_

3. Object of the contract / framework agreement \_\_\_\_\_

**2.3 Contract duration or execution time limit:**

Duration in months  or days

or

from // to //

**2.4 Division into LOTS:**

Yes  No

If yes, number of LOTS:

**2.5 Options:**

Number of potential renovations (if any):

or: from  to

**2.6 Subcontracting contract:**

Yes  No

**Section 3 Procedure**

**3.1 Type of procedure:** Restricted procedure

**3.2 Winner selection criteria:**

A) Lowest price

or

B) **Most economically favorable bid**

as regards relevance: Price  **points**

etc.  **points**

**3.3 Number of submitted bids:**

**Number of regular bids:**

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

Yes  No

**3.5. During the procurement process in the area of Information and Communication Technology (ICT), where standards are non-applicable, the preliminary approval of the National Information Society Agency was obtained**

Yes  No

**Section 4 Contract Information**

**4.1 Contract Number:** \_\_\_\_\_ **Date of Contract** //

**4.2 Name and address of contractor**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

**4.2 Name and address of subcontractor/s**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

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

Amount \_\_\_\_\_ (*VAT excluded*) Currency \_\_\_\_\_

Amount \_\_\_\_\_ (*VAT included*) Currency \_\_\_\_\_

4.3.1 Total value of **subcontracting**: \_\_\_\_

Amount \_\_\_\_\_ (*VAT excluded*) Currency \_\_\_\_\_

Amount \_\_\_\_\_ (*VAT included*) Currency \_\_\_\_\_

**4.4 Additional information**

---

Date of distribution of this notice      /   /

**Appendix 21**

[Notice to be completed by the Contracting Authority, which will be published in the Public Notices Bulletin]

**1. Name and address of the contracting authority**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**2. Type of procedure:** \_\_\_\_\_

**3. Object of the framework agreement/contract** \_\_\_\_\_

**4. Reference number of the procedure/lot** \_\_\_\_\_

**5. Limit Fund** \_\_\_\_\_

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

Amount \_\_\_\_\_ (VAT  
included) Currency \_\_\_\_\_

Value of subcontracting \_\_\_\_\_ VAT included Currency \_\_\_\_\_

**7. Date of contract signature** \_\_\_\_\_

**8. Name and address of the contractor/subcontractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

No. TIN \_\_\_\_\_

**Appendix 22**

*[Headed letter of the Bank / Insurance Company]*  
*[Appendix to be filled in by the economic operator]*

**CONTRACT INSURANCE FORM**

[Date \_\_\_\_\_]

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

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

Procurement procedure: *[type of procedure]*

Brief contract description: *[object]*

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

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

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

We undertake to transfer to the account of *[name of contracting authority]* the insured amount, within 15 (fifteen) days from your, simple and written, without asking explanations, provided that the request mentions the failure to fulfill the terms of the contract.

This Insurance shall be valid until the full execution of the contract.

[Representative of the bank/insurance company]

**Appendix 23**

**COMPLAINT FORM TO THE CONTRACTING AUTHORITY**

*Complaint to: Contracting Authority*

**Section I. Identification of Complainant**

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

\_\_\_\_\_  
Complainant full name (please type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Postal/Zip Code

\_\_\_\_\_  
No. Telephone number (including area code)

\_\_\_\_\_  
No. Fax number (including area code)

\_\_\_\_\_  
E-mail

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

\_\_\_\_\_  
Signature of the authorized official

\_\_\_\_\_  
Date (year/month/day)

\_\_\_\_\_  
No. Tel. No. (including Prefix)

\_\_\_\_\_  
No. Fax No. (including Prefix)

**Section II. Information on the procedure**

**1. ID Number**

*Fill in the number of contract in the contract notification or in the tender documents, including the **type of procedure used** for the procurement in question (e.g., Proposal Requirements (PR), Open Procedure (OP), Restricted Procedure (RP), Negotiation Procedure (NP), Consulting Service (CS), Design Competition (DC).*

---

**2. Contracting Authority**

*The name of the contracting Authority administering the procurement process.*

---

**3. Estimated Value of the Procurement**

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

---

**4. Object of Contract**

*Brief Description of works/goods/services purchased.*

---

**5. Deadline for Submission of Bid**

*The deadline for submission of bids.*

---

Date (year/month/day)

**6. Date of Contract Award**

---

Date (year/month/day) if applicable

**Section III. Description of complaint**

**1. Complaint Legal Basis**

*(please write the law infringement, based on decisions, acts, documents, etc.)*

---

**2. Detailed Declaration of Facts and Arguments**

*Give a detailed declaration of facts and arguments that support your complaint. For any reasons, specify the date on which you became aware of the facts related to the reasons for complaint. Indicate the relevant sections of the tender documents, if applicable. Use additional pages if necessary.*

**3. List of Appendixes**

*For a complaint to be considered filed, it must be complete. Attach a legible copy of all documents related to your complaint and a list of all these documents. Documents should normally include **any notice published, all tender documents with all amendments, appendices, and your proposition.** Determine which information is confidential, if any. Explain why the information is such, or submit a version of the relevant documents with confidential parts removed and a summary of the content.*

---

Please send the filled in procurement complaint form, all necessary appendices and some additional copies, to the **contracting authority**

Note: Regarding complaints to the Public Procurement Commission you should refer to the Complaint Form issued by this institution.

**No. Fax:**

**E-mail:**

**Signature and seal of the complainant**

## Appendix 24

### **DRAFT FRAMEWORK AGREEMENT (ALL TERMS DEFINED) FOR WORK/GOODS/SERVICES**

[Use of this draft agreement is binding on all Contracting Authorities using the framework agreement)

No \_\_

#### **DATE:**

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

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

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

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

#### **Article 1 Object**

- 1.1 The scope of the framework agreement shall be to define terms, including prices per unit and rules for the delivery of goods/services/works below.  
[general description]
- 1.2 The framework agreement shall be implemented with dispatch of bid invitations to economic operators, parties to the agreement. E.g. Whenever the Contracting Authority included in this agreements seeks to purchase items under this contract, they shall send a “bid invitation” to the Contractor, specifying the items list to be supplied, alongside their respective quantities.
- 1.3 The foreseen quantities shall solely be guiding and shall NOT condition the Contracting Authority to purchase them. The Contracting Authority shall have the right to buy less or more quantity than those indicated.
- 1.4 The Contractor shall not be entitled to compensation and shall NOT be allowed to make changes to the unit price, for instance in case the contracting Authority decides to purchase fewer or more

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

### 1.5 Duration of the Framework Agreement

---

#### Article 2 Price

- 2.1 Prices per unit of work/goods/services are shown in the Bid Price Form.
- 2.2 Unit prices shall be fixed and not subject to change for orders placed on this framework agreement.

#### Signatures and Dates

For the Contractor		For the Contracting Authority	
<b>Name:</b>		<b>Name:</b>	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
<b>Seal:</b>		<b>Seal:</b>	

## Appendix 25

### **DRAFT FRAMEWORK AGREEMENT (NOT ALL TERMS DEFINED) FOR WORK/GOODS/SERVICES**

**Name of Contracting Authority**

And

**Name of Contractor**

Agree as follows:

**Signing this framework agreement on the object:** < put title > with identification number: <put Procurement number>

#### **Article 1 Object**

1.1 The scope of this framework agreement shall be to set the rules for contracts, which shall be entered into through mini –bidding process only between economic operators, who are party to this framework agreement.

1.2 This framework agreement shall not be a contract in itself, but it shall set terms for contracts which will be signed based on it.

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

#### **Article 2 Obligations of Parties**

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

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

#### **Article 3 Contracts pursuant to the framework agreement**

3.1 Contracts shall be signed only after the mini –bidding process.

#### **Article 4 Mini –bidding process**

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

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

4.3 Whenever there is a need for work/good/service, the Contracting Authority must prepare Bid Invitations and send them to all economic operators who are part of the framework agreement.

Bids evaluation shall be done according to the criteria specified on the Bid Invitation

**Article 5 Duration of the Framework Agreement**

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**Signatures and Dates**

<b>For the Contractor</b>		<b>For the Contracting Authority</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Seal:</b>		<b>Seal:</b>	

**Appendix 26**

[ *Appendix to be filled in by the Contracting Authority* ]

**CANCELLATION NOTICE FORM**

**1. Name and address of the contracting authority**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

**1. Type of procedure:** \_\_\_\_\_

**2. Reference Number:** \_\_\_\_\_

**3. Contract Object** \_\_\_\_\_

**4. Limit Fund** \_\_\_\_\_

**5. Cancellation Reason:**

Pursuant to Law No. 9643, dated 20.11.2006 “On Public Procurement”, as amended, Article 24,  
Paragraph 1: **a)** ;

**b)** ;

**c)** ;

**ç)** ;

**d)** ;

**dh)** ;

**Etc.** \_\_\_\_\_

**6. Additional information**

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Date of distribution of this notice \_