

**“Purchase of tiles and borders”**

**STANDARD TENDER DOCUMENTS FOR  
OPEN PROCEDURE  
wares<sup>12</sup>**

**Framework agreement with 1 (one) economic operator, where all conditions are defined,  
with a term of 24 (twenty-four) months**

**With object**

**“Purchase of tiles and borders”**

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

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

## **“Purchase of tiles and borders”**

### **NOTICES**

#### **PRIOR INFORMATION NOTICE/PERIODIC INFORMATION NOTICE**

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

##### **1.1 Name and address of the Contracting Authority/Entity ;**

Name \_\_\_\_\_

Address \_\_\_\_\_

##### **1.2 Type of Contracting Authority/Entity:**

Central institution

☐

Independent institution

☐

Local authority unit

☐

Other

☐

##### **1.3 Category of Contracting Authority/Entity:**

Contracting authority/entity procuring for its own  
needs

☐

Central purchasing body Service provider

☐

Public ☐ Private ☐

Delegated

☐

Other

☐

##### **1.4 Name and address of the contact person :**

Person(s) responsible for procurement: \_\_\_\_\_

Tel/fax \_\_\_\_\_

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

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

\_\_\_\_\_

##### **1.6 Type of procurement procedure: \_\_\_\_\_**

##### **1.7 Contract type : \_\_\_\_\_**

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

\_\_\_\_\_

##### **1.9 Approximate duration of the contract/framework agreement:**

\_\_\_\_\_

## **“Purchase of tiles and borders”**

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

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**1.11. Type of Framework Agreement, if applicable:**

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**1.12 Approximate time for the development of the procurement procedure:**

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

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## **“Purchase of tiles and borders”**

### **CONTRACT NOTICE**

*(To be completed by the Contracting Authority/Entity)*

#### **Section 1: Contracting Authority/Entity**

##### **1.1 Name and address of the Contracting Authority/Entity**

Name:	General Directorate of Roads and Public Lighting
Address:	“5 Maji” Street, Tirana
Tel/Fax:	
Email:	
Website address:	dpn2.tirana.al
Person(s) responsible for procurement: (name, email)	Enxhi Rrapa procurement.dprnp@tirana.al

##### **1.2 Type of Contracting Authority/Entity:**

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

##### **1.3 Category of Contracting Authority/Entity:**

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

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

yes ☐ not ☒

##### **1.5 Contract co-financed by an international organization or an international financial institution :**

yes ☐ not ☒

##### **1.6 Reserved contract:**

☐ not ☒

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yes

### **Section 2: Object of the Contract: “Purchase of tiles and borders”**

#### **2.1 Procedure/Lot(s) reference number REF-62268-09-22-2025**

#### **2.2 Common Procurement Vocabulary (CPV) code 44114250-9 - Concrete slabs**

#### **2.3 Type of “Public Supply Contract”**

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

#### **2.4 Contract based on the Framework Agreement:**

yes	<b>X</b>	not	<input type="checkbox"/>
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#### **2. 5 Type of Framework Agreement:**

**With an Economic Operator** **X**

**With several Economic Operators** ☐

**All conditions are defined** Yes **X** No ☐

#### **2.6 Framework agreement with an economic operator:**

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

The Contracting Authority exercises a wide range of activities throughout the territory of the Municipality of Tirana, which includes not only urban areas but also all territories of former municipalities, i.e. rural areas. The scope of the Contracting Authority's activities includes the maintenance of urban and rural roads, the public lighting network, road signage (vertical and horizontal, with or without lighting) as well as the maintenance of drainage and irrigation canals. We emphasize that One of the main and important objects of its activity is the maintenance of public spaces such as sidewalks, parks, etc., throughout the territory of the Municipality of Tirana .

Consequently, the CA considers that only a framework agreement with an economic operator where all conditions are defined is appropriate since, due to technical and organizational reasons, the delivery of goods by different operators is not favorable, because it would cause difficulties for the CA, accompanied by additional costs, delays in carrying out the supply and, as a result, the failure to carry out the works according to the objectives of the CA.

2. Changing the EO in case this agreement would be concluded with several EOs (so consequently where not all conditions would be defined) would cause additional costs, uncertainty and confusion for the successful EO, which would be associated with increasing delivery deadlines taking into account the need for this commodity by the CA. The connection of the MK with a

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single EO would be associated with the good organization of the latter for the provision of the commodity on time according to the requirements and needs of the CA.

We also emphasize that the framework agreement with several EOs where not all conditions are defined is not considered a contract. This means that the CA does not have binding mechanisms for the EOs declared successful for their participation in mini-competitions and consequently in the conclusion of contracts after their development. Uncertainty and delays can lead to failure in supply, having a direct impact on the activity of the CA.

In conclusion, in order to guarantee supply within the specified timeframes, the MC with a single winning EO would guarantee the security of supplies according to the specified conditions and within the required timeframes, bringing stability to the management of contracts and the needs of the CA.

### **2.7 Framework Agreement with several economic operators:**

**Number of economic operators with whom the Framework Agreement will be concluded:** \_\_\_\_ ( *Here, the maximum number of economic operators with whom the Framework Agreement will be concluded must be determined*)

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

		<p><b>There will be no reopening of the competition.</b></p> <p><b>Contracts will be concluded according to the requirements of the Contracting Authority with the successful economic operator.</b></p> <p>The framework agreement will be implemented by sending invitations to bid to the economic operator, party to the agreement.</p> <p>In the event of a concrete need to conclude a contract within the framework agreement, the contracting authority must send the "invitation to tender" to the contractor, specifying the list of relevant quantities.</p> <p>The contracting authority requests the winning economic operator to submit its bid.</p> <p>Communication between the contracting authority and the economic operator is done in written or electronic form (email, fax, etc.) and in any case must be documented and become part of the procedure file.</p>
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		<p>The quantities estimated and requested are only indicative quantities and do NOT condition the Contracting Authority to purchase them.</p> <p>The Contracting Authority has the right to purchase fewer or more quantities than those foreseen (but in any case within the estimated value of the framework agreement).</p> <p>The Contractor shall not be entitled to compensation and shall NOT be allowed to make changes to the unit prices, for example in the event that the contracting authority decides to purchase fewer or more quantities than those specified and/or in the event that the contracting authority decides not to purchase any of these quantities for some items.</p> <p>Unit prices are set out in the Item Price List.</p> <p>Unit prices shall be fixed and shall not be subject to change for orders placed under this framework agreement.</p>
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**2.9 Contracting Authority/Contracting Authorities or Contracting Entity/Entities that will be parties to the Framework Agreement:** *(all contracting authorities/entities that will be beneficiary parties to the framework agreement should be listed here)*

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#### 2.10 Short description of the contract / Framework Agreement

1. Limit fund/expected contract value: **54,850,466.67** (fifty-four million eight hundred fifty thousand four hundred sixty-six point sixty-seven) lek **excluding VAT or 565,585.34** (five hundred and sixty-five thousand five hundred and eighty-five point thirty-four) euros excluding VAT, based on the exchange rate on 22.09.2025 (1 Euro = 96.98)

2. In the case where the procurement object consists of several items, **the sum of the unit prices is \_\_\_\_\_ ( Currency), excluding VAT.**

3. Source of funding: Tirana Municipality Budget

4. Output Code: 6021011

5. Type:

Investment ☐ Code:Value:

## **“Purchase of tiles and borders”**

Services x

Code: 602

Value: **54,850,466.67**

**565,585.34**

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

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

OR

Starts on □□/□□/□□□□ ends on □□/□□

#### **2.11.1. Duration of the Framework Agreement:**

<b>Duration in months: 24 (twenty-four) months from the signing of the Framework Agreement</b>
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### **2.12 Place of delivery of the contract object:**

**In the Directorate's warehouses, Mënik , Tirana**

### **2.13 Division into Lots:**

**yes**

☐

**not**

**X**

*If yes,*

### **2.14 Brief description of the Lots:**

(object and fund limit for each Lot)

1. \_\_\_\_\_

2. \_\_\_\_\_

#### **2.14.1 A bidder may apply for:**

☐ a Lot,

☐ some Lots,

☐ all Lots.

A separate bid must be submitted for each Lot.

#### **2.14.2 Maximum number of Lots per bidder:**

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

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

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



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### 2.14.4 Combination of Lots in a Joint Contract(s) (When more than one Lot may be awarded to the same bidder):

yes

☐

not

☐

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

### 2.15 Variants accepted :

yes

☐

not

X

### 2.15.1 Subcontracting is accepted:

yes

☐

not

X

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

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

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

yes

☐

not

x

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

### 2.16. Relying on the capacities of other entities:

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

yes

☐

not

X

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

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

yes                                      ☐                                      not                                      x

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

yes                                      ☐                                      not                                      x

### **Section 3: Legal, economic, financial and technical information**

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

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

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

The required amount of bid security is **1,097,009.3** (one million ninety-seven thousand nine point three) lek.

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

Lot 1 \_\_\_\_\_ (*amount, currency*)

Lot 2 \_\_\_\_\_ (*amount in coins*)

**3.1.2** The contracting authority/entity accepts the value of the bid security payment from the bidder, in monetary value, into the account of the contracting authority/entity \_\_\_\_\_ (*indicate the bank account number of the contracting authority or entity*)

Institution code: 2101155

Treasury code: 3535

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

i. bank guarantee X

OR

ii. by insurance companies licensed by the competent authorities X

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

### **Section 4: Procedure**

**4.1. Type of procedure:** : Open, above the upper monetary limit, framework agreement with an economic operator where all conditions are defined, with a term of 24 (twenty-four) months.

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### **4.2. Prior/periodic information notice was used:**

yes ☐ not ☒

If Yes, the reference number is \_\_\_\_\_

### **4.2.1 . The reduction of the deadline for receipt of bids applies** *(applicable to procurement procedures above the high monetary threshold).*

yes ☐ No ☒

### **4.3 Re-announced procedure:**

yes ☐ not ☒

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

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

b) Procurement object of the cancelled procurement procedure \_\_\_\_\_

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

### **4.4 Winner selection criteria :**

A) <sup>3</sup>The most economically advantageous tender, based on cost ☐

By importance:

PRICE ☐ MARKS ☐

\_\_\_\_\_ ☐ ☐ points ☐

\_\_\_\_\_ ☐ ☐ MARKS ☐

\_\_\_\_\_ ☐ ☐ points ☐

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

**OR**

B) the most economically advantageous offer based on price ☒

**unit price evaluation criterion is used , for comparison purposes, the evaluation of the tenders submitted will be based on the sum of the unit prices** ( *This evaluation method will not be used by contracting authorities/entities when quantities are calculable on an annual basis, according to previous*

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

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*experience, and when the framework agreement is used for the procurement of continuous goods and services. In this case, the lowest price will be evaluated at the lowest total value offered).*

### **4.5 Deadline for submission and opening of bids:**

**Date: 23.10.2025 11:00 am**

**Website :** [www.app.gov.al](http://www.app.gov.al).

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

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

**4.6 The shortening of the deadline for receipt of bids is applied, according to the provisions of Article 42, point 6, of the LPP** (*applicable to procurement procedures above the high monetary limit*).

**yes**

☐

**No X**

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

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### **4.7 Language(s) in which bids may be drawn up:**

**Albanian X**

**English X**

## **Section 5: Additional information:**

### **5.1 Paid documents** (*applies only to procedures that are not carried out electronically*) :

**yes**

☐

**not**

**X**

*If yes*

**coins**

\_\_\_\_\_

**PRICE**

\_\_\_\_\_

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

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

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

- Copies of the Electronic Fiscalization Certificate, for taxpayers using the Central Invoice Platform.

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

Date of submission of this notice      **23.09.2025**

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

### **INVITATION FOR OFFER**

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

.....

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

**Place of delivery of goods** : (give a brief description) \_\_\_\_\_

**Delivery/Delivery Time** : Goods must be delivered by \_\_\_\_\_ date

**Offers must be submitted to:**

..... [give correct address ]

**Deadline for receipt of offers:**

.....

[Specify date and time]

**Criteria for determining the winning bid** \_\_\_\_\_

**Form of communication :**

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

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### **SHORT CONTRACT NOTICE**

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

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

Name: General Directorate of Roads and Public Lighting  
Address: “5 Maji” Street, Tirana  
Tel/Fax:  
E-mail: procurement.dprnp@tirana.al  
Website: dpn2.tirana.al

**2. Type of procurement procedure :** Framework agreement with 1 (one) economic operator, where all conditions are defined, with a term of 24 (twenty-four) months

**3. Procedure/Lot reference number: REF-62268-09-22-2025**

**4. Subject of the contract / Framework Agreement: “Purchase of tiles and borders”**

**5. Code according to the Common Procurement Vocabulary (CPV):** 44114250-9 - Concrete slabs

**6. Limit fund :** Limit fund/expected contract value: **54,850,466.67** (fifty-four million eight hundred fifty thousand four hundred sixty-six point sixty-seven) lek **excluding VAT or 565,585.34** (five hundred sixty-five thousand five hundred eighty-five point thirty-four) euro excluding VAT, based on the exchange rate on 22.09.2025 (1 Euro = 96.98)

**7. Duration of the contract/framework agreement:** 24 (twenty-four) months

**8. Deadline for submission and opening of bids: Time: 23.10.2025 11.00**

**9. Re-Announced Procedure:**

yes



not

**X**

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

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

b) Procurement object of the cancelled procurement procedure \_\_\_\_\_

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

## **“Purchase of tiles and borders”**

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

### **PLANNING**

#### **CONTRACTS IN THE FRAMEWORK AGREEMENT**

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

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



## **“Purchase of tiles and borders”**

*( To be completed by the Contracting Authority/Entity )*

### **NOTICE OF AMENDMENT OF TENDER DOCUMENTS**

#### **1. Name and address of the Contracting Authority/Entity**

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

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

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

**3. Type of procurement procedure:** \_\_\_\_\_

**4. Type of contract/Framework Agreement:** \_\_\_\_\_

**5. Procedure/Lot reference number:** \_\_\_\_\_

**6. Subject of the contract / Framework Agreement:** \_\_\_\_\_

**7. Code according to the Common Procurement Vocabulary (CPV):** \_\_\_\_\_

**8. Limit fund:** \_\_\_\_\_

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

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

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

#### **Note:**

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

## **“Purchase of tiles and borders”**

*(To be completed by the Contracting Authority/Entity)*

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

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

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

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

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

**3. Type of procurement procedure:** \_\_\_\_\_

**4. Type of contract/Framework Agreement:** \_\_\_\_\_

**5. Procedure/Lot reference number:** \_\_\_\_\_

**6. Subject of the contract / Framework Agreement:** \_\_\_\_\_

**7. Code according to the Common Procurement Vocabulary (CPV):** \_\_\_\_\_

**8. Limit fund:** \_\_\_\_\_

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

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

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

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

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

**12. Changed value (if applicable):** \_\_\_\_\_

**13. Duration of the contract / Framework Agreement:** \_\_\_\_\_

**And the new deadline ( if applicable ):** \_\_\_\_\_

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

**“Purchase of tiles and borders”**

Name\_\_\_\_\_

NEPHEW: \_\_\_\_\_

Address \_\_\_\_\_

Contacts \_\_\_\_\_

**15. Date of signing of modification:** \_\_\_\_\_

**16. Source of funding:** \_\_\_\_\_

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

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

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## TENDER DOCUMENTS

### Content:

#### **Section I: Guidelines for Economic Operators (Guidelines)**

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

#### **Section II: Annexes**

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

#### **Section III. Terms and Conditions of Contract (TCC)**

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

#### **Section IV: Appeal and Notices of Closing the Process**

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

## Section I: Guidelines for Economic Operators

### A. GENERAL

- |   |  |
|---|--|
| <b>1. Procurement object</b>                | <ol style="list-style-type: none"> <li>1. The subject matter of the procurement procedure, as well as the number of contracts (Lots) and their objects are determined in the contract notice.</li> <li>2. Unless otherwise specified below, the definitions and interpretations in these Tender Documents shall be as defined in the Public Procurement Law (PPL) and the General Conditions of Contract (GCC).</li> </ol>   |
| <b>2. Eligible Economic Operators</b>       | <ol style="list-style-type: none"> <li>a) “Economic operator” is any natural or legal person, or public entity or group of persons/entities, including companies with their own temporary enterprises and non-profit organizations, which offers to perform works, supply goods or provide services on the market, in accordance with the Guidelines for Economic Operators (hereinafter referred to as the “Guidelines”).</li> </ol> <p>In the case of a group of economic operators (BOE):</p> <ol style="list-style-type: none"> <li>1.1. all operators, members of this association, will have joint and several liability;</li> <li>1.2. BOE shall attach to its Bid an agreement between the parties appointing and authorizing the Representative, who shall have the authority to represent BOE during the procurement procedure and, if BOE is declared the winner of the Contract, also during the implementation of the Contract.</li> </ol> <ol style="list-style-type: none"> <li>b) The Economic Operator must consult all instructions, forms, terms and specifications in the Tender Documents. Failure by the Economic Operator to provide all information or documentation requested by the Contracting Authority/Entity in the Tender Documents will lead to rejection of the Bid.</li> </ol> |
| <b>3. Clarification of Tender Documents</b> | <p>The potential tenderer may request clarification of the tender documents from the contracting authority/entity, which must respond to any request for clarification of the tender documents made by any economic operator, provided that the request is received no later than 6 days before the deadline for submission of tenders.</p> <p>The contracting authority/entity must respond within 3 days of the submission of the request, in order to enable the timely submission of the bid by the economic operator and, without identifying the source of the request, must communicate the relevant clarification to all economic operators that have withdrawn the tender documents.</p>  |
| <b>4. Amendment of Tender Documents</b>     | <ol style="list-style-type: none"> <li>1. At any time before the deadline for submission of bids, the Contracting Authority/Entity may amend the Tender Documents by drafting an addendum, with such amendments.</li> </ol>  |

2. Any annexes will be part of the Tender Documents and will be published in the same manner as the Tender Documents were published.
3. If the Tender Documents are amended in the first half of the deadline for the receipt of Tenders, the contracting authority or entity may extend the deadline for the receipt of Tenders. If the Tender Documents are amended in the second half of the deadline for the submission of Tenders, the contracting authority/entity shall extend the deadline for the submission of Tenders by at least 10 days for procedures above the upper monetary threshold and by at least 7 days for procedures below the upper monetary threshold.

## **B. PREPARATION OF OFFERS**

1. **Bidding costs**      The Economic Operator bears all costs associated with the preparation and submission of its bid, and the Contracting Authority/Entity has no obligations or liability for these costs, regardless of the development or outcome of the procedure.
2. **Language of the Offer**      The tender, as well as all correspondence and documents related to the procurement procedure, shall be submitted in the language(s) specified in the contract notice.  
  
In procurement procedures below high monetary thresholds, documents submitted in a foreign language must be accompanied by a notarized translation into Albanian.  
  
In procurement procedures above high monetary thresholds, a bid is eligible even if part of its documentation may be in Albanian and part in English.
3. **Constituent documents of the Offer**      The offer shall contain all supporting documents as required by the Contracting Authority/Entity.
4. **Tender Forms and Price Lists**      The Economic Operator submits the Economic Tender Form in accordance with the form presented in Section II: All accompanying Forms must be completed without any changes; no substitutes will be accepted. All blank spaces must be filled in with the required information.  
  
For procurement procedures conducted by written means, the original of the bid must be typed or written in indelible ink. All bid sheets must be bound together and numbered. All bid sheets, except for immutable and printed literature, must be initialed or signed by the Authorized Person(s). Any changes to the bid must be legible and signed by the Authorized Person(s).
5. **Alternative Offers**      Unless otherwise described in the contract notice and tender documents, alternative proposals or alternative completion times will not be considered.

**6. Prices**

1. The prices offered by the Economic Operator in the Economic Offer Form shall be in accordance with the requirements specified in the contract notice and tender documents.
2. The Economic Operator must complete the Economic Offer Form attached to these Tender Documents, specifying the goods to be delivered, their quantities and price.
3. All prices shall be quoted in the Currency of the Contract Notice, including applicable taxes and duties, exclusive of VAT. If prices are quoted in a foreign currency as specified in the Contract Notice, they shall be converted into Albanian Lek (Lek) at the exchange rate set by the Central Bank of Albania on the date of dispatch for publication of the Contract Notice and shall be maintained at that rate until the expiry of the period of validity of the Bid.
4. The Bidder must indicate in the Bid Form the total Bid prices for all Goods excluding VAT. The value of VAT, when applicable, shall be added to the price given and constitute the total value of the Bid.
5. In the case of a Framework Agreement where all conditions are NOT specified, the prices for contracts based on the Framework Agreement are not fixed, they are subject to change after a mini-competition between the Economic Operators, parties to the Framework Agreement.

**7. currencies**

The currency(s) of the bids and the currency(s) of payment shall be as specified in the contract notice.

**8. Probability of Qualifications of the Economic Operator**

To prove its qualifications for the performance of the Contract, the Economic Operator shall provide the information required in Section II: Annexes.

**9. Offer validity period**

1. Bids shall be valid for the period specified in the Contract Notice after the deadline for submission of Bids set by the Contracting Authority/Entity; Bids for a shorter period are not valid and will be rejected.
2. The Bid Security may be submitted in one of the following forms:
  - a) Payment by the bidder, in monetary value, to the account of the contracting authority/entity;
  - b) Bank guarantee;
  - c) Insurance guarantee.

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

3. The validity period of the Bid shall commence from the moment of opening of the bids. In any case, at least 5 days before the expiry of the bid validity period, the Contracting Authority/Entity may request the Bidder in writing to extend the validity period, until a specified date. The Bidder may reject such request in writing, without losing the right to reimbursement of the Bid Security, where applicable. The Bidder agreeing to extend the validity period of the Bid shall notify the Contracting Authority/Entity in writing and submit an extended bid security, if any. The Bidder may not be modified. If the Bidder does not respond to the request made by the Contracting Authority/Entity regarding the extension of the Bid validity period, or does not accept the request in question, or does not submit an extended bid security, when requested, then the Contracting Authority/Entity shall reject the Bid.

If the Contracting Authority/Entity has not made a written request to the economic operator to extend the validity period of the bid, as provided for in the first paragraph of this point, then the Economic Operator cannot be penalized for this, i.e. its bid security is not confiscated.

#### **10. Format and Signature of Bids**

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

### **D. SUBMISSION AND OPENING OF BIDDS**

#### **11. Submission of Offers**

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

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

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

#### **12. Deadline for submission of Bids**

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

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



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

**13. Late offers**

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

**14. Withdrawal, Replacement and Modifications**

1. The Economic Operator may withdraw, replace or modify its tender at any time before the deadline for receipt of tenders.

2. In procurement procedures conducted in writing, tenderers may modify or withdraw their tenders provided that the modification or withdrawal is made before the expiry of the deadline for the submission of tenders. Both modifications and withdrawals must be communicated to the Contracting Authority/Entity in writing, before the deadline for the submission of tenders. The envelope containing the Tenderer's declaration must be marked: "MODIFIED TENDER" or "WITHDRAWAL OF TENDER".

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

**15. Opening of Bids**

Bids are opened after the deadline specified for the receipt of bids in the tender documents.

## **E. REVIEW OF OFFERS**

**16. Confidentiality you**

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

**17. Clarification of offers**

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

**18. Bid accountability**

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

- (a) "**Deviation**" means a departure from the requirements specified in the Tender Documents ;
- (b) "**Reservation**" means the setting of restrictive conditions or the complete non-acceptance of the requirements specified in the Tender Documents; and

- (c) “**Non-acceptance**” means the failure to submit part or all of the information or documentation required in the Tender Documents.
2. If a bid does not respond to the requirements of the Tender Documents, it shall be rejected.

## **F. EVALUATION OF BIDS**

### **19. Qualification of the Economic Operator**

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

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

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

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

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

### **20. Criteria for determining the winning bid**

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

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

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

The formula used to calculate points is as follows:

$$Y_{es} = P_{k1} + P_{k2} + P_{k3} + \dots$$

$Y_{es}$  - are the total points of the evaluated offer

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

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

$$P_{k1} = V_{mink1} \times P_{maxk1} / O_{k1}$$

$P_{k1}$  \_\_\_\_\_ Points of the criterion being evaluated

$V_{mink1}$  \_\_\_\_\_ Lowest value offered for the criterion being evaluated

$P_{maxk1}$  \_\_\_\_\_ Maximum points awarded to the criterion being evaluated

$O_{k1}$  The bid indicator for the criterion being evaluated.

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

$$P_{k1} = O_{k1} \times P_{maxk1} / V_{maxk1}$$

$V_{maxk1}$  \_\_\_\_\_ The highest value offered for the criterion being evaluated

$P_{maxk1}$  \_\_\_\_\_ Maximum points awarded to the criterion being evaluated

$O_{k1}$  \_\_\_\_\_ The bid indicator for the criterion being evaluated.

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

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

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

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

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

### **21. Conversion to a single currency**

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

### **22. Correction of arithmetic errors and abnormally low bids**

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

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

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

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

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

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

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

In procurement procedures with a value above the high monetary thresholds, if one or several bids are assessed as abnormally low, the Bid Evaluation Commission must request the economic operator to submit, within three working days, explanations of the price or costs proposed in the bid, in accordance with Article 93 of the LPP and evaluate the information provided, in consultation with the bidder in accordance with the provisions of this Article.

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

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

**O - Offer**

**MO – Average of valid bids**

**N - Number of valid offers**

**PR (Zm) – Possible discount**

**MO = O1 + O2 + O3 + ... On / N**

**PR = 85% Mo**

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

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

4. The lottery process

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

#### **D. AWARD OF THE CONTRACT**

##### **23. Winner Announcement**

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

##### **24. Signing of the Framework Agreement/Contract**

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

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

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

#### **DH. COMPLAINTS**

## **25. Complaint procedure**

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

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

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

## **E. CANCELLATION OF THE PROCEDURE**

## **26. Cancellation of the procedure**

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

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

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

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

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## SECTION II: LIST OF ANNEXES

ANNEX 1: Bid Form ECONOMIC

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

ANNEX 3 : Price Lists of items

ANNEX 4 : Bid Security Form

ANNEX 5 : List of Confidential Information

ANNEX 6 : Technical Specifications Form

ANNEX 7 : Quantity and Delivery Schedule Form

Appendix : 8: Bidder Selection Criteria Form

ANNEX 9: Self-Declaration Summary Form

Annex 10: Disqualification Notification Form

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

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

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

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

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



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## Appendix 1.

*(Annex to be submitted by the economic operator)*

### ECONOMIC <sup>4</sup>OFFER FORM

Date:

Procurement procedure/lot reference number:

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

---

<sup>4</sup> The value of the economic offer must not exceed two decimal places.

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

<b>Name of the bidder's representative</b>	
<b>MEMORANDUM</b>	
<b>Seal</b>	
<b>Date</b> _____	

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## Appendix 2 .

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

### ECONOMIC OFFER FORM<sup>5</sup>

Date:

Procurement procedure/lot reference number:

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

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

We, the undersigned, declare that:

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

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

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

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

1. Guidelines for Economic Operators;
2. Contract Notice;

---

<sup>5</sup> The value of the economic offer must not exceed two decimal places.

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

d) Profit rate expressed in absolute value is as follows:

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

Name of the bidder's representative	
MEMORANDUM	
Seal	
Date _____	

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

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

**Appendix 3 .**

*(Annex to be submitted by the economic operator)*

**PRICE LIST OF ITEMS**

**Date :** \_\_\_\_\_

**Procurement procedure/lot reference number:** \_\_\_\_\_

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

**Currency :** \_\_\_\_\_

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

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

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

**Price List**

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

---

<b>Seal</b>	
<b>Date</b> _____	

---

#### Appendix 4.

*( Annex to be submitted by the economic operator)*

*[ Bank / Insurance Company Letterhead ]*

### **BID SECURITY FORM**

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

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

\* \* \*

Procurement procedure *[ type of procedure]*

Short description of the contract: *[object]*

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

\* \* \*

Referring to the above-mentioned procedure,

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

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

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

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

**[Bank/insurance company representative]**

**Procurement@2025**

---

**Appendix 5.**

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

**Confidential Information List**

(Enter the information you wish to remain confidential)

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

**ATTENTION**

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

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

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



---

## Appendix 6.

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

### TECHNICAL SPECIFICATION FORM

#### **Technical specifications**

#### **For Tiles and Borders Items 1-14 :**

Concrete slabs must comply with the SSH EN 1338 standard or equivalent.

#### **Data for concrete slabs:**

Indirect tensile strength  $> 3.6 \text{ Mpa}$

Breaking load per unit length  $> 250 \text{ N/mm}$

Absorption  $< 6\%$

Abrasion  $< 23 \text{ mm}$

#### **Data for pressed tiles: 40x40 cm:**

Plate thickness 4 cm.

Volumetric Weight:  $> 2200 \text{ kg/m}^3$ .

Compressive strength:  $350 \text{ kg/m}^2$ .

The Flower part should be throughout the thickness of the Plate and not on the surface (the corresponding color should be a solid color).

#### **Tolerance of tiles and borders in dimensions:**

Length  $\pm 2 \text{ mm}$

Width  $\pm 2 \text{ mm}$

Thickness  $\pm 2 \text{ mm}$

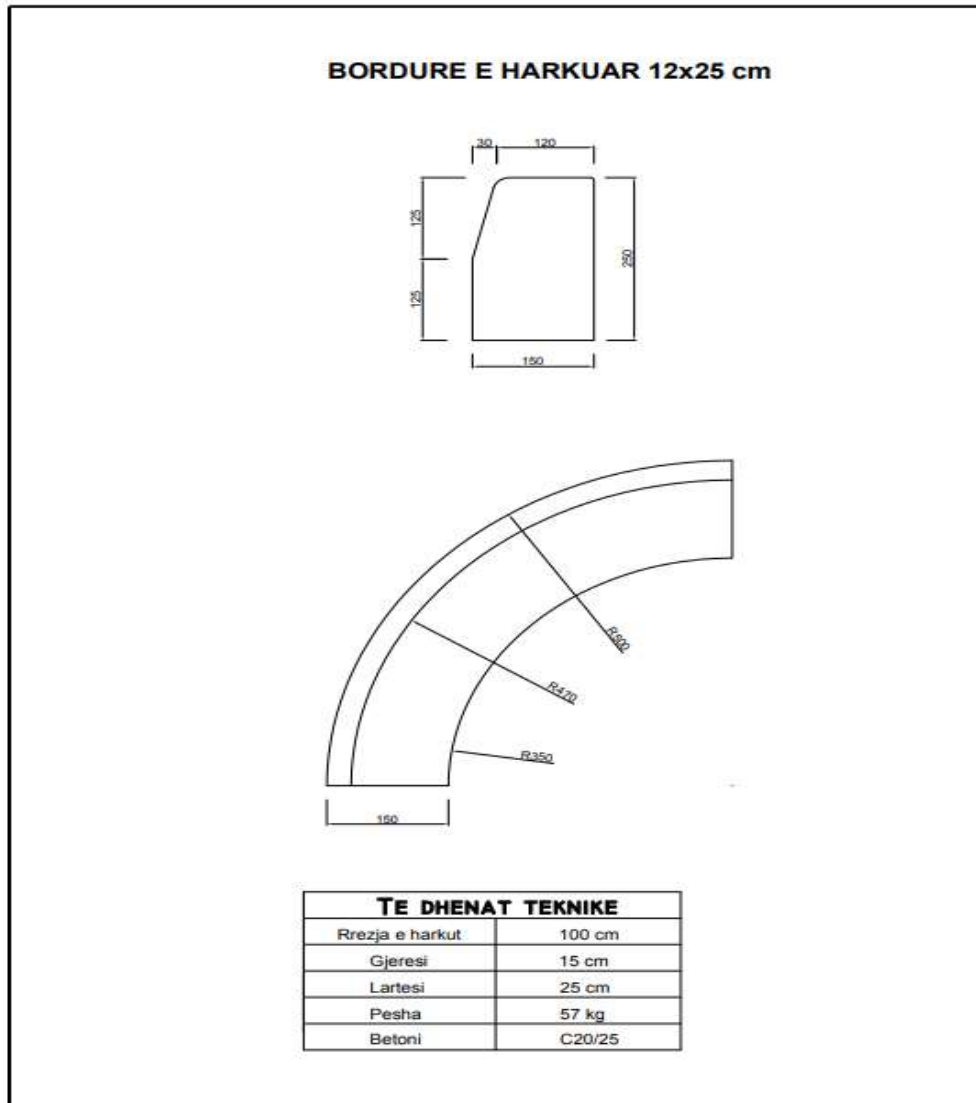
#### **Data for Borders:**

Concrete curbs must comply with the SSH EN 1340 standard or equivalent. The curbs must be prepared with C 20/25 concrete, vibrated and with a smooth surface. The curbs must also be seasoned and the KTZ for construction materials must be applied. The curb must be complete.

#### **Composition of tiles and borders:**

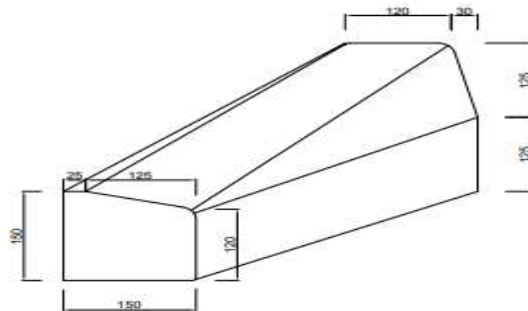
The base layer will be made of vibrated and compacted concrete composed of natural aggregates (Grain size 0-8 mm) with high quality cement to achieve an optimal granulometric curve. The upper wear layer will have a thickness greater than 4 mm according to the norms of the technical conditions.

#### 15- Arched border 12x25x100



#### 16-Ulese concrete curb 25x16x50

**BORDURE BETONI ULESE 15x25X50 cm**



**TE DHENAT TEKNIKE**

Gjeresi	12/15 cm
Lartesi	25 cm
Pesha	30kg
Betoni	C20/25

**For Zerat 17 Technical Specifications:**

Marble/stone products must comply with the SSH EN 1926 standard or equivalent.

Dimensions

Length 10 cm.

Width 10 cm

Thickness/Height 10 cm

Cubic shape with regular or irregular edges (according to the processing and needs of the Contracting Authority)



**For Zerin 18 Natural stone slab (new blv) 80\*30\*10**

Marble/stone products must comply with the SSH EN 1926 standard or equivalent.

Dimensions

Length 80 cm.

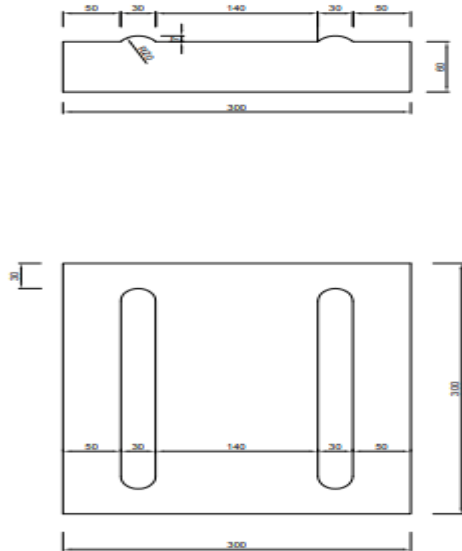
Width 30 cm

Thickness/Height 10 cm

**For Zerin 19- Textile Pavement Tiles (PAK) Type 1 30x30**

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**PLLAKE TROTUARI TEKILE  
(PAK) 30x30cm t=6cm**




---

1. Dimensions

- Length : 30 cm
- Width : 30 cm
- Thickness (t): 6 cm

2. Shape & Features

- tablet square with two elements THE RAISED THE long , of rounded IN edge , for ORIENTATION tactile .
- Surface structure : embossed ABOUT help THE for sighted people THE weak .
- The raised elements are parallel, positioned in the middle of the plate.

3. material

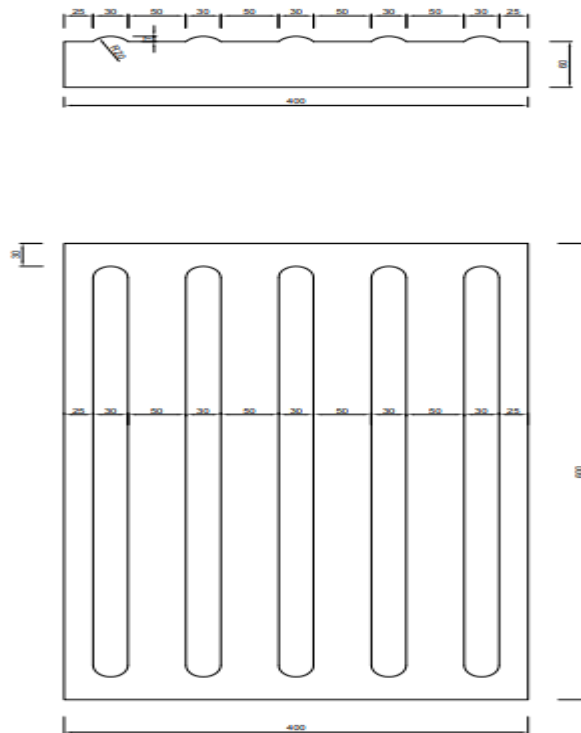
- Vibro-pressed concrete or other resistant material for urban use.
- Concrete class: usually C30/37.

4. Sustainability

- Resistance THEIR CHARGING THE PEDESTRIANS AND CONDITIONS atmospheric .
- Resistant THEIR freezing – thawing .
- High longevity ABOUT USER IN space public .

**For Zerín 20 Textile Pavement Tiles (PAK) Type 2 60\*40\*6**

**PLLAKE TROTUARI TEKILE  
(PAK) 40X60cm t=6cm**



1. Dimensions

- Length : 60 cm
- Width : 40 cm
- Thickness (t): 6 cm

2. material

- High-strength vibro-pressed concrete.
- Concrete class: usually C30/37 or according to the needs of the Contracting Authority.

3. Sustainability

- Resistance THEIR CONSUMER AND CHARGING THE pedestrians .
- Resistance THEIR splash freezing – thawing .
- High longevity ABOUT space public .

4. FITNESS

- Sidewalks and public areas ABOUT instruction THE for sighted people THE limited .
- placed usually IN routes pedestrian , entrance institutions , stations FREIGHT public .
- strips guiding ABOUT direction .

**For Zerin 21 Marble/granite slabs, with the inscription "KEEP THE ENVIRONMENT CLEAN", 50\*40\*4**

---

Object: Orientation/information plaque for placement in public spaces

**Material :**

- Marble OR granite natural , high quality ABOUT USER THE EXTERNAL
- Resistance THEIR cONDITIONS atmospheric ( rain , humidity , frost , UV rays )
- Smooth or matte surface, depending on the needs of the Contracting Authority.

**Dimensions :**

- Length : 50 cm
- Height : 40 cm
- Thickness : 4 cm

**Note :**

- Engraved or laser engraved text/bronze cap, upon request:

**" Keep it. " "Clean Environment "**

- Filling color : black or gold ( epoxy ink resistant ) for contrast AND readability
- Font: Arial/Helvetica Bold (or standard font for public signs)

**Logo:**

- Tirana Municipality logo engraved or engraved on the upper/lower right side
- Logo size: about 10–12 cm wide, in proportion to the text
- Coloring as text or in relief with the official logo colors



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**Per Zerlin 22 Sidewalk Tiles Double Y Shape T-6 cm**

Individual tile dimensions

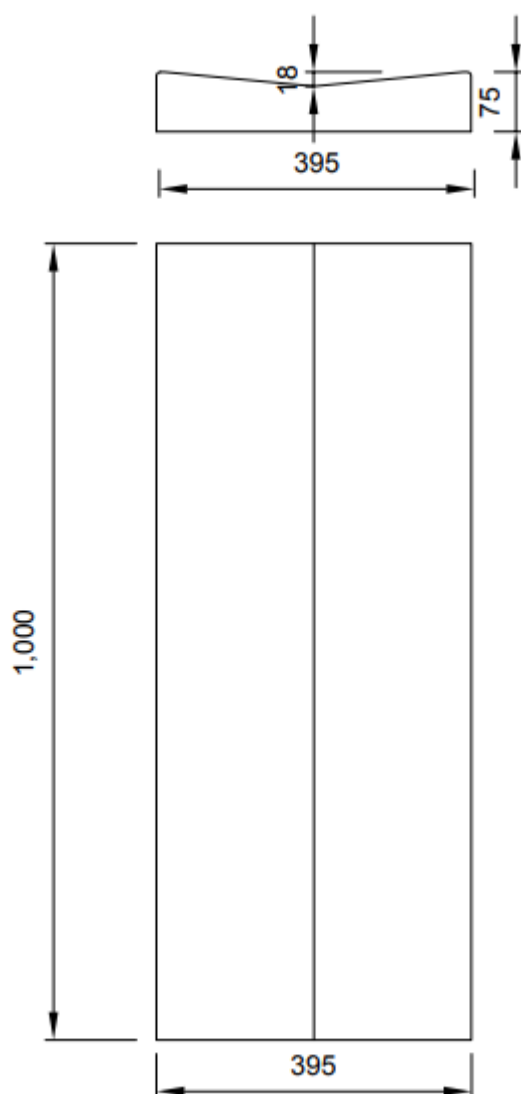
Length: 23 cm

Width: 10.5 cm

Thickness: 6 cm

**Per Zerlin 23 French kunet 39.5x100 cm**

**KUNETE FRANCEZE 39.5x100cm**



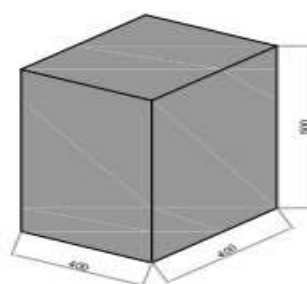
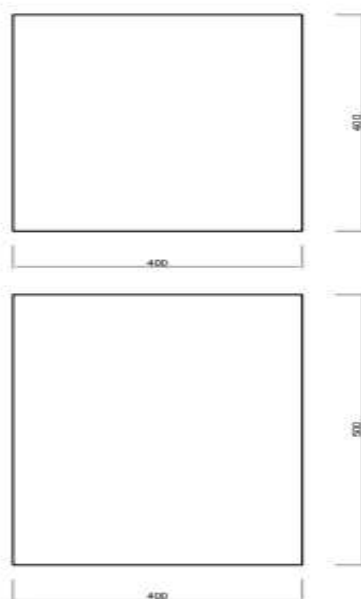


- 
1. Dimensions
    - Length : 100 cm
    - Width : 39.5 cm
    - Thickness/height: variable according to profile (about 15 cm to 20 cm at the edge).
    - Profile: sloping (thin on one side, thick on the other).
  2. Shape & Features
    - Rectangular element with cutout trapezoidal , which serves ABOUT TRAINING edging AND sewerage .
    - The edges are worked to guarantee gap-free placement.
  3. material
    - Vibro - pressed concrete
    - Concrete class : C30/37.
  4. Sustainability
    - High resistance THEIR CHARGING AND consumption .
    - Resistance THEIR splash freezing – thawing .
    - longevity very high IN urban use and road .
  5. FITNESS
    - limitation The sidewalk AND greenery .
    - Separator element roads .
    - USE HOW ditches ABOUT catchment OR ABOUT DEFENSE roadside .

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**For Zerlin 24 Cuboid with resin concrete 40x40x50 in different colors**

**KUBOID me beton te rashinuar  
40x40x50cm me ngjyra**



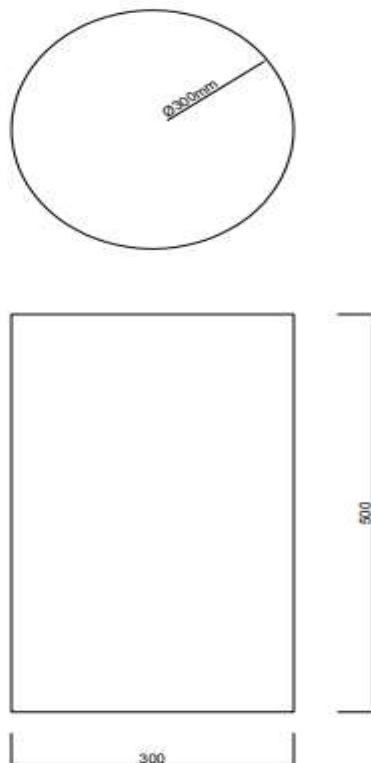
<b>TE DHENAT TEKNIKE</b>	
Gjatesi	40 cm
Gjeresi	40 cm
Lartesi	50 cm
Pesha	192 kg
Materiali	Beton C30/35

**For volume 25 Cylinder with 30x50 reinforced concrete in different colors**

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**CILINDER me beton te rashinuar  
30x50cm me ngjyra**



TE DHENAT TEKNIKE	
Diametri	30 cm
Lartesi	50 cm
Pesha	85 kg
Materiali	Beton C30/35

**For Voice 26 Limiters concrete IN ROADS near schools 58x100**

○ **Dimensions PHYSICAL**

- Height : 58 cm
- Width : 100 cm
- Length : usually 200–300 cm ( can THE vary according to manufacturers )\
- thickness : about 10–15 cm ( for stability )

**2. Material**

- Concrete class C30/37
- Steel reinforcement for reinforcement: steel mesh Ø10–Ø12 mm.

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### 3. Standards AND RECOMMENDATIONS

- Height 58 cm is suitable ABOUT slowdown THE traffic AND SECURITY ABOUT child near THE SCHOOL

\_\_\_\_\_ 100 cm \_\_\_\_\_

||

||

|| 58 cm

||

|\_\_\_\_\_|

200 cm

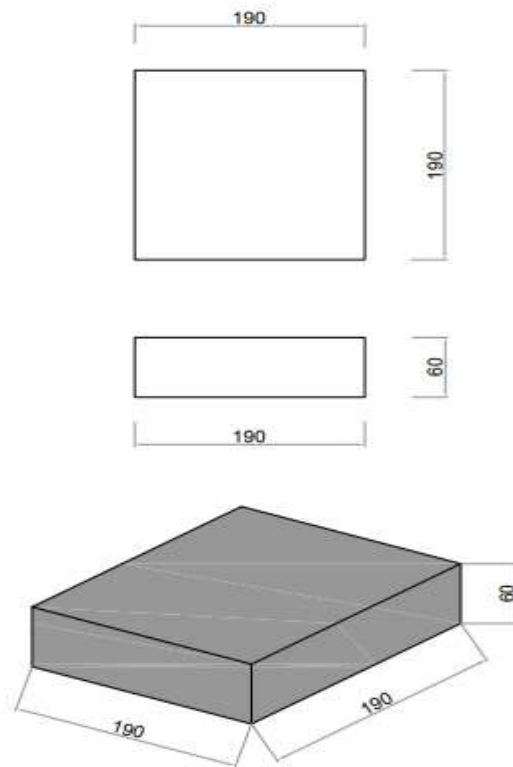
#### **For Voice 27 Stone Border 30x35x100**

- Material: Natural stone (granite, quartz stone, or fused stone)
- Dimensions: 30 cm (width) x 35 cm (height) x 100 cm (length).
- Color: Gray, red, black or other natural stone colors according to the needs of the Contracting Authority.
- Weather resistance: Resistant to various climatic conditions, including frost and humidity.

#### **For Voice 28 T-Slab 6 cm 19x19 cm**

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**PLLAKE T=6cm 19x19cm**



TE DHENAT TEKNIKE	
Gjatesi	19 cm
Gjeresi	19 cm
Lartesi	6 cm
Pesha	4.6 kg
Cope/Palette	600

---

**For the Voice 29 Pebbles 5x5x4**

- Material: Natural stone (granite, quartz stone, or fused stone)
- Dimensions :
  - Length : 5 cm
  - Width : 5 cm
  - Thickness : 4 cm
- Shape: cube OR a little messy , with edges THE CUT OR THE broken ( according to processing ).
- Color : gray , black , or mixed ( in ADDITION THE STONE natural ). according to the needs of the Contracting Authority.
- Use: cobblestones, sidewalks, squares, pedestrian alleys, yards.
- Resistance: very high to load and weather conditions (resistant to frost, rain and wear).



**For Voice 30 Stone slabs, T=7 cm, 30x17/15x15**

- Material: Natural stone (quartz stone, or fused stone)
- Dimensions: 30 cm (width) x 35 cm (height) x 100 cm (length).
- Color: Gray, red, black or other natural stone colors according to the needs of the Contracting Authority.
- Surface: Smooth, cold-finished or treated to prevent slipping.
- Weather resistance: Resistant to various climatic conditions, including frost and humidity.

**For Voice 31 Stone slab, 7x7x6**

- Material: Natural stone (granite, quartz stone, or fused stone)
- Dimensions :
  - Length : 7 cm
  - Width : 7 cm
  - Thickness : 6 cm
- Shape: cube OR slightly irregular , with a surface THE hammered OR THE cut
- Color : gray , black , red OR combinations natural ( in ADDIctIon THE stone ) and according to NEEDS THE Authority contractual
- Use : alleys , sidewalks , squares , courtyards , load -bearing surfaces THE MEDIUM UP THE high .
- Resistance : very high THEir LOAD mechanical , wear AND cONDITIONS atmospheric ( frost , rain , heat )

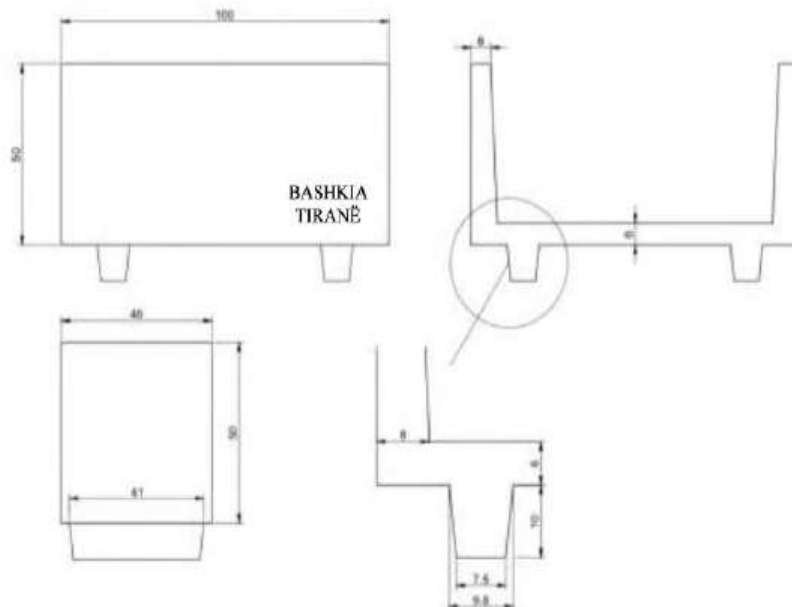
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### For the Voice 32 Concrete Vase

Dimensions:

- length 100cm;
- width 45cm;
- total height cm. 50; to add 10 cm for the legs
- top thickness 6 cm
- lowest thickness 8 cm
- bottom thickness 6 cm
- weight 230 kg

**Exterior finish:** The "marble white" finish mix is formed from a proportion of 525R white cement, gravel and marble sand, to which is added a mixture of additives (Superplasticizer consisting of an aqueous solution of polymers and active catalysts with very high dispersing action, which allows improving the quality of concrete both in the fresh and hardened state) as well as glass fiber, which increases its resistance and a structuring nylon mesh.







Note : In In relation to the names of any brand, type or/and standard, mentioned in the technical specifications, the Contracting Authority also accepts their equivalent.

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**Appendix 7.**

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

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

**QUANTITY AND DELIVERY SCHEDULE FORM****Quantity of goods required:**

<b>NO.</b>	<b>designation</b>	<b>UNIT</b>	<b>amount</b>
<b>1</b>	plates Pavement , T-6 cm colorless ( gray ) 10x20	m2	9500
<b>2</b>	plates Sidewalk , T-6 cm colored ( red ) 10x20	m2	2000
<b>3</b>	plates The sidewalk ( in shape double T), T=6 cm colorless ( gray ) 20x15x10	m2	9500
<b>4</b>	plates The sidewalk ( in shape double T), T=6 cm colored ( red ) 20x15x10	m2	6000
<b>5</b>	plates Pavement T=6 cm, colorless ( gray )/ combined 30x30/15*30	m2	12000
<b>6</b>	plates Sidewalk , type TRISS T=6 cm 16x16/16x16/10x16	m2	3000
<b>7</b>	plates Pavement , T=6 cm black 20x20	m2	6000
<b>8</b>	plates Sidewalk , T=6 cm white 10x10x10	m2	2400
<b>9</b>	plates Pavement T=4 cm, pressed , decorative with combination of colors black and white 40*40	m2	1000
<b>10</b>	tablet marble / stone , with dimensions THE different T=5cm,15x10	m2	200
<b>11</b>	plates sidewalk , colorless concrete ( gray ) 50x50x6	m2	40
<b>12</b>	Border concrete restrictive , complete 12*25*100	ml	6000
<b>13</b>	Border concrete restrictive , full 20*30*100	ml	200
<b>14</b>	Border concrete flowerbed 8*15*100	ml	2000

15	Arched Border 12 *25*100	ml	200
16	borderless Concrete seat 25*16*50	PIECES	400
17	Stone cube natural 10*10*10	m2	60
18	tablet STONE natural ( new blv ) 80 *30*10	m2	200
19	tablet Pavement textile (PAK) Type 1 30*30	m2	100
20	tablet Pavement textile (PAK) Type 2 dimensions 60*40*6	m2	100
21	plates marble / granite , with the inscription "KEEP THE ENVIRONMENT CLEAN", 50*40*4	PIECES	30
22	plates The sidewalk ( in shape double Y),T=6 cm colorless ( gray )	m2	1000
23	ditches French 39.5x100cm	ml	200
24	Concrete cuboid THE 40 x40x50 colored resin THE MISCELLANEOUS	PIECES	60
25	Concrete cylinder THE 30x50 colored resin THE MISCELLANEOUS	PIECES	20
26	restrictive concrete IN ROADS near schools 58x100	PIECES	100
27	Stone curb 30x35x100	ml	60
28	Tile T=6 cm, 19x19 cm	m2	40
29	Pebbles , 5x5x4	m2	200
30	tablet stone , T=7 cm, 30x17/15x15	m2	60
31	tablet stone , 7x7x6	m2	60
32	Vase concrete	PIECES	30

**Delivery deadlines: From the conclusion of the contract/contracts until the needs of the contracting authority are met upon request, based on a 24 (twenty-four) month framework agreement.**

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## **Appendix 8.**

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

### **SELECTION /QUALIFICATION CRITERIA FORM**

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

##### **THE BIDDER DECLARES THAT:**

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

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

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

These criteria must be met by submitting the economic operator's Summary Self-Declaration Form on the day of the Bid opening, **according to Annex 9.**

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

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

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

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

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

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

## **2. SPECIAL QUALIFICATION CRITERIA**

### **1. The bidder must submit:**

- a. *Summary Self-Declaration Form , according to Annex 9;*
- b. *Bid Security, according to Annex 4;*

### **2. The tenderer must submit:**

#### **2.1 Professional capacity of economic operators:**

1. The participating economic operator must present an ISO 9001-2015 Certificate or equivalent (valid and accredited by the DPA or by an International Accreditation Body, recognized by the Republic of Albania).

#### **2.2 Economic and financial capacity:**

- 
1. To prove financial and economic capacities, economic operators must submit a certificate of annual turnover for the **financial years 2022, 2023, 2024**, where the turnover value for at least one of the years of the required period must be no less than the value of the limit fund. The criterion is considered fulfilled if economic operators reach the minimum turnover value, i.e. the value of the limit fund, in at least 1 (one) year of the required period.
  2. Economic operators must submit annual balance sheets for the financial years **2022, 2023, 2024** accompanied by the Expertise Act of the Authorized Accountant, only in the case when they are in accordance with the provisions of Article 41 of Law No. 10091, dated 05.03.2009 "On legal audit, organization of the profession of registered accountant and approved accountant", as amended, where the balance sheets of two consecutive years must not have a negative ratio between assets and liabilities.

### **2.3 Technical capacity:**

**2.3.1** The economic operator must submit evidence of previous similar supplies, carried out during the last three years from the date of publication of the contract notice, in a value not less than 40% of the value of the limit fund of this contract . These previous, similar supplies must be proven with the following documentation:

- a. When similar supplies have been made with public entities, the economic operator must present the certificate issued by the public entity for the successful fulfillment of the contract or/and tax sales invoices completed according to the requirements of the legislation in force and declared to the tax authorities, indicating the dates, amounts and quantities of goods supplied.
- b. When similar supplies are made to private entities, the economic operator must submit the relevant tax sales invoice completed according to the requirements of the legislation in force and declared to the tax authorities, indicating the dates, amounts and quantities of goods supplied.

**2.3.2** The participating economic operator must submit an authorization from the manufacturer or from the Authorized Distributor for the requested goods. The authorization must contain full details of the manufacturer / Authorized Distributor such as telephone, fax, e-mail, website, this is necessary for the Contracting Authority in case of verification by it. In case of availability of the manufacturer's authorization in a foreign language, this document must be submitted translated and notarized in the requested language. In case of submission of an authorization from the Authorized Distributor, the relationship between the Authorized Distributor and the Manufacturer for the goods offered must be verified and documented.

**2.3.3** For the goods subject to procurement, the catalog/technical sheets, accompanied by a notarized translation into Albanian, published under the authority of the manufacturer, which means that they must bear its logo and provide all the technical characteristics of these materials in order for the contracting authority to verify compliance with the technical specifications.

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**2.3.4** The economic operator must submit test reports/analysis sheets for concrete slabs according to the SSH EN 1338 standard, for concrete curbs according to the SSH EN 1340 standard and for marble/stone products according to the SSH EN 1926 standard, from certified and accredited laboratories, in order to meet the technical specifications. For the mentioned standards, their equivalent is also accepted.

**All documents must be originals or notarized copies.**

**Cases of failure to submit a document, or documents with false or inaccurate data, are considered conditions for disqualification.**

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**Appendix 9.**

*(Annex to be submitted by the economic operator)*

**SUMMARY SELF-DECLARATION FORM**

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

**A. Part I: Information about the Economic Operator**

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

**B: DECLARATION**

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

<p>In my capacity as economic operator, I declare under my sole responsibility that:</p> <ul style="list-style-type: none"><li>• <b>Subcontractor information</b></li></ul>
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Name of proposed subcontractor	NIPT	Percentage of subcontracting	Related goods/services to be subcontracted

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

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

## Part II: Grounds for exclusion

### A: DECLARATION OF FULFILMENT OF GENERAL QUALIFICATION CRITERIA

<b>statement</b>
<p>The economic operator is registered in the commercial register according to the legislation of the country where it carries out its activity, or according to special legislation in the case of a non-profit organization, has the procurement object in the field of activity, and has active status .</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The economic operator has not been convicted of any of the criminal offenses provided for in Article 76/1 of the LPP or has been convicted and a period of 5 years has passed from the date of execution of the sentence, unless another period has been determined by the court, according to the provisions of Article 76 of the LPP .</p> <p><i>Clarifications if deemed necessary</i> _____</p>

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

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etc.

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

*Clarifications if deemed necessary* \_\_\_\_\_

The economic operator has not been found guilty of serious professional misconduct, as long as it has not been prescribed, according to the legislation in force.

*Clarifications if deemed necessary* \_\_\_\_\_

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

*Clarifications if deemed necessary* \_\_\_\_\_

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

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

*Clarifications if deemed necessary*

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

*Clarifications if deemed necessary* \_\_\_\_\_

The Economic Operator has not shown significant or persistent deficiencies in fulfilling an essential criterion of a previous contract with a contracting authority or entity or a concession contract that led to the termination of this contract.

*Clarifications if deemed necessary* \_\_\_\_\_

The economic operator has registered the beneficial owners in the register of beneficial owners, according to the provisions of the legislation in force.

*Clarifications if deemed necessary* \_\_\_\_\_

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The economic operator registered in the Albanian commercial register implements the obligations arising from the legislation in force for the reference basic salaries per occupational category for employees contracted to work .

*Clarifications if deemed necessary* \_\_\_\_\_

The economic operator is not on the list of economic operators prohibited from winning public contracts in accordance with Article 78 of the LPP.

The economic operator does not have as a member of its administrative body, director or supervisor, shareholder or partner, or with representative, decision-making or controlling powers within it persons who are/have been in this capacity in an economic operator excluded from the right to win public contracts, by decision of the Public Procurement Agency, during the time this decision is in force.

*Clarifications if deemed necessary* \_\_\_\_\_

The economic operator carries out its activity in compliance with the legal requirements in force.

*Clarifications if deemed necessary* \_\_\_\_\_

## **B: DECLARATION**

### **For Submission of Independent Bids**

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

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

I prepared the offer independently, without making any agreements or agreeing with any other competitor <sup>6</sup>.

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

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

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

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

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

## C: DECLARATION

### On Conflict of Interest

statement
<p>In our capacity as economic operator, we declare that we are aware of the following:</p> <p>Conflict of interest is a situation of conflict between the public duty and the private interest of an official, in which he/she has direct or indirect private interests that influence, or that may influence or that appear to influence the improper performance of public duties and obligations.</p>
<p>In accordance with Article 21, paragraph 1, Law No. 9367, dated 07.04.2005, the categories of officials as provided for in Chapter III, Section II, who are absolutely prohibited from benefiting directly or indirectly from the signing of contracts between a party and a public institution are:</p> <ul style="list-style-type: none"><li>- The President of the Republic, the Prime Minister, the Deputy Prime Minister, the Ministers or Deputy Ministers, the Deputies, the Judges of the Constitutional Court, the Judges of the High Court, the Head of the High State Audit, the Prosecutor General, the Judges and Prosecutors at the level of the Court of First Instance and the Court of Appeal, the People's Advocate, the Members of the Central Election Commission, the Members of the High Council of Justice, the Inspector General of the High Inspectorate of Declaration and Control of Assets and Conflict of Interest, the Members of the Regulatory Entities (the Supervisory Council of the Bank of Albania, including the Governor and Deputy Governor; competition; telecommunications; electricity; water supply; insurance; bonds; media authorities), the general secretaries of the central institutions as well as any public official in any public institution whose position is equivalent to that of the Director General, the heads of public administration bodies that are not part of the civil service. For mid-level civil servants, according to Article 31 and officials according to Article 32 of Chapter III, Section 2 of this Law, the prohibition in paragraph 1 of this Article, due to the private interests of the official, as defined herein shall apply only in the case of concluding contracts within the field and territory of the institution and the jurisdiction of the institution, where the official works. This prohibition shall also apply when the party to the contract is a subordinate institution.</li></ul> <p>When the official is the mayor or deputy mayor of a municipality or commune, or the president of a regional council, a member of the relevant council, or a senior management official of a local government unit, the prohibition on the private interests of the official, specified herein, shall apply only in the case of the conclusion of contracts, if any, with the municipality, commune or region where the official exercises such a function. This prohibition shall also apply when the party to the contract is a public institution subordinate to this unit (Article 21, paragraph 2, Law No. 9367, dated 07.04.2005).</p> <p>The prohibitions provided for in Article 21, paragraphs 1, 2 of Law No. 9367, dated 07.04.2005, with the relevant exceptions, shall apply to the same extent to persons related to the official, i.e. <b>the spouse, cohabitant, adult children and parents of the official and of the spouse and cohabitant</b> .</p>
<p>I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 07.04.2005 "On the Prevention of Conflict of Interest in the Exercise of Public Functions", as amended, and the by-laws adopted on its basis by the High Inspectorate for Asset Declaration and Control, as well as Law No. 162/2020, dated 23.12.2020 "On Public Procurement".</p>

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

#### **D: DECLARATION**

##### **On the implementation of legal provisions in labor relations**

<b>statement</b>
In my capacity as economic operator, I declare under my sole responsibility that:
<ul style="list-style-type: none"><li>• The economic operator _____ guarantees the protection of the right to employment and profession from any form of discrimination, as provided for by the labor legislation in force.</li><li>• The economic operator _____ concludes the relevant employment contracts with the employees and guarantees measures regarding safety and health at work for all and, in particular, for vulnerable groups, based on the labor legislation in force.</li><li>• The economic operator _____ has no legal measure in force, imposed by the State Inspectorate of Labor and Social Services (ISHPSHSH). In cases where legal violations have been found, the economic operator has taken the necessary measures to address them, within the deadlines set by the ISHPSHSH.</li></ul> <p><i>Clarifications if deemed necessary</i> _____</p>

#### **Part III Selection/Qualification Criteria**

##### **A: DECLARATION**

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

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

##### **B: DECLARATION**

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

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

**Please make sure that:**

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

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

- 
- **In single-stage procurement procedures , before the publication of the award notice and the start of the appeal deadlines, the contracting authority/entity shall request the first qualified bidder to submit the supporting documents for the self-declarations in the summary self-declaration form, as well as the documents submitted as part of the bid electronically.**
  - **In phased procurement procedures, this documentation is required from all qualified candidates in the first phase, before the start of the appeal deadlines.**
  - **The first qualified bidder, prior to the publication of the winner's announcement and the start of the appeal deadlines, must submit the supporting documents for the bid documents uploaded to the Electronic Procurement System, which must be in original or certified copies.**
  - **Whereas, the supporting documents that will be submitted to prove the self-declarations made must be submitted in original or identical to the original and must prove the factual situation of the bidder at the time of his bid.**

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

---

**Appendix 10.**

**Disqualification Notification Form<sup>7</sup>**

[Location and date]

[Name and address of the Contracting Authority/Entity]

[Address of Bidder]

Dear Mr. / Ms. <Contact Name >

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

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

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

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

With respect,

**Head of the Contracting Authority/Entity**

---

<sup>7</sup>*This notice will be used in the case of procurement procedures conducted in writing.*



---

**Appendix 11.**

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

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

*[Date]*

**Directed by:**

**Economic Operator (EO)** ☐ **OR**

*[Name, surname and address of the Economic Operator]*

**Union of Economic Operators (BOE)** ☐

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

**- EO/BOE with subcontractor**

**yes** ☐ **NO** ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting )*

**-EO/BOE with Supporting Entity:**

**YES** ☐ **NO** ☐

*If yes, please provide details :* \_\_\_\_\_

*[Names, Nipts, respective and addresses]*

Contract Type: \_\_\_\_\_

Type of Procurement Procedure: \_\_\_\_\_

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

Date of Publication of the Contract Notice in the SPE: \_\_\_\_\_

Date of Publication of the Contract Notice in the Public Notices Bulletin *[Date]* *[Number]* \_\_\_\_\_

**WINNER SELECTION CRITERIA:**

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

---

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

1. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value

—

( *expressed in figures and words* )

EO/BOE with subcontractor

yes ☐

NO ☐

If yes, please provide details \_\_\_\_\_

( *Names of subcontractors, Nipts, % of subcontracting* )

2. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value

—

( *expressed in figures and words* )

EO/BOE with subcontractor

yes ☐

NO ☐

If yes, please provide details \_\_\_\_\_

( *Names of subcontractors, Nipts, % of subcontracting* )

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

—

**The following bidders have been disqualified from the participants:**

1. \_\_\_\_\_

*Full name of the company*

*NIPT number the following reasons*

EO/BOE with subcontractor

yes ☐

NO ☐

If yes, please provide details \_\_\_\_\_

( *Names of subcontractors, Nipts, % of subcontracting* )

---

2. \_\_\_\_\_

*Full name of the company*

*NIPT number the following reasons*

\* \* \*

EO/BOE with subcontractor

yes ☐

NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

\* \* \*

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

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

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**Appendix 11.**

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

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

[Date]

Directed by:

**Economic Operator (EO)** ☐ **OR**

[Name, surname and address of the Economic Operator]

**Union of Economic Operators (BOE)** ☐

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

**- EO/BOE with subcontractor**

**yes** ☐ **NO** ☐

If yes, please provide details \_\_\_\_\_

( Names of subcontractors, Nipts, % of subcontracting)

**-EO/BOE with Supporting Entity:**

**YES** ☐ **NO** ☐

If yes, please provide details : \_\_\_\_\_

[Names, Nipts, respective and addresses]

Contract Type: \_\_\_\_\_

Type of Procurement Procedure: \_\_\_\_\_

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

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

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<sup>8</sup>Date of Publication in the Public Notices Bulletin of the Winner's Notice from which the appeal deadlines begin/Notice of Cancellation from which the appeal deadlines begin

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

**WINNER SELECTION CRITERIA:**

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

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

1. \_\_\_\_\_

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

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

2. \_\_\_\_\_

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

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

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

—

**The following Bidders have been disqualified:**

1. \_\_\_\_\_

*Full name of the company NIPT number reasons*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

2. \_\_\_\_\_

*Full name of the company NIPT number reasons*

EO/BOE with subcontractor

---

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

---

yes ☐ NO ☐

*If yes, please provide details \_\_\_\_\_*

*( Names of subcontractors, Nipts, % of subcontracting)*

\* \* \*

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

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

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

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

YES ☐ NO ☐

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

**[Head of the authority/Contracting entity]**

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**Appendix 13.**

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

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

*[Date]*

**Directed by:**

**Economic Operator (EO)** ☐ **OR**

*[Name, surname and address of the Economic Operator]*

**Union of Economic Operators (BOE)** ☐

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

**- EO/BOE with subcontractor**

**yes** ☐ **NO** ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

**-EO/BOE with Supporting Entity:**

**YES** ☐ **NO** ☐

*If yes, please provide details :* \_\_\_\_\_

*[Names, Nipts, respective and addresses]*

\* \* \*

Contract Type: \_\_\_\_\_

---

Type of Procurement Procedure:\_\_\_\_\_

Procedure Number / Lot reference:

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

Date of Publication of the Contract Notice in the SPE:\_\_\_\_\_

Date of Publication of the Contract Notice in the Public Notices Bulletin *[Date] [Number ]*\_\_\_\_\_

**WINNER SELECTION CRITERIA:**

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

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

1. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value offered/ Total unit prices and expected value of  
contracts\_\_\_\_\_

*(expressed in figures and words)*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

2. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value offered/ Total unit prices and expected value of  
contracts\_\_\_\_\_

*expressed in figures and words )*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

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

**The following bidders have been disqualified from the participants:**

1. \_\_\_\_\_



---

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

EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_

( Names of subcontractors, Nipts, % of subcontracting)

2. \_\_\_\_\_

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

EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_

( Names of subcontractors, Nipts, % of subcontracting)

\* \* \*

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

1. \_\_\_\_\_

*Full name of the company* *NIPT number*

Value/Total unit prices and expected value of contracts \_\_\_\_\_

(expressed in figures and words )

EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_

( Names of subcontractors, Nipts, % of subcontracting)

Total points received \_\_\_\_

2. \_\_\_\_\_

*Full name of the company* *NIPT number*

Value offered/ Total unit prices and expected value of contracts

\_\_\_\_\_  
(expressed in figures and words )

EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_

( Names of subcontractors, Nipts, % of subcontracting)

Total points received \_\_\_\_

---

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

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

#### **Appendix 14.**

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

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

*[Date]*

Directed by:

**Economic Operator (EO)** ☐ \_\_\_\_\_ **OR**

*[Name, surname and address of the Economic Operator]*

**Union of Economic Operators (BOE)** ☐

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

**- EO/BOE with subcontractor**

**yes** ☐ **NO** ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

**-EO/BOE with Supporting Entity:**

**YES** ☐ **NO** ☐

*If yes, please provide details :* \_\_\_\_\_

---

*[Names, Nipts, respective and addresses]*

Contract Type:\_\_\_\_\_

Type of Procurement Procedure:\_\_\_\_\_

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

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

<sup>9</sup>Date of Publication in the Public Notices Bulletin of the Winner's Notice from which the appeal deadlines begin / Cancellation Notice from which the appeal deadlines begin, *[Date] [Number]*  
/\_\_\_\_\_

### **WINNER SELECTION CRITERIA:**

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

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

1. \_\_\_\_\_  
*Full name of the company* *NIPT number*

Value/Total	unit	prices	and	expected	value	of	contracts
_____							
<i>(expressed in figures and words)</i>							

EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_  
*( Names of subcontractors, Nipts, % of subcontracting)*

2. \_\_\_\_\_  
*Full name of the company* *NIPT number*

Value/Total unit prices and expected value of contracts \_\_\_\_\_  
EO/BOE with subcontractor

yes ☐ NO ☐

If yes, please provide details \_\_\_\_\_  
*( Names of subcontractors, Nipts, % of subcontracting)*

---

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

---

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

The following Bidders have been disqualified:

1. \_\_\_\_\_

*Full name of the company*

*NIPT number reasons*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

2. \_\_\_\_\_

*Full name of the company NIPT number reasons*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

\* \* \*

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

1. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value/Total unit prices and expected value of contracts \_\_\_\_\_

*(expressed in figures and words )*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

Total points received \_\_\_\_\_

2. \_\_\_\_\_

*Full name of the company*

*NIPT number*

Value/Total unit prices and expected value of contracts \_\_\_\_\_

*(expressed in figures and words )*

EO/BOE with subcontractor

yes ☐ NO ☐

*If yes, please provide details* \_\_\_\_\_

---

( *Names of subcontractors, Nipts, % of subcontracting*)

Total points received \_\_ \_\_\_\_\_

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

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

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

YES    ☐ NO    ☐

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

**[Head of the Authority/Contracting Entity]**

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## Appendix 15.

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

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

#### **1. Name and address of the Contracting Authority/Entity**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_

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

**3. Procedure/Lot Reference Number:** \_\_\_\_\_

**4. Object of the Contract** \_\_\_\_\_

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

#### **6. Reasons for Cancellation:**

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

#### **7. Additional information**

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

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

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### **Section III Terms and Conditions of Contract (TCC)**

This Section contains:

Annex 16: General Conditions of Contract

Annex 17: Special Conditions of the Contract

Annex 18: Contract Security Form

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

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

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## **Appendix 16.**

# **General Conditions of Contract (GCC )**

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

## **Article 1 General provisions**

### **1.1 Definitions**

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

#### **1.1.1 Contract**

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

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

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

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

**1.1.1.5** "Termination of the Contract" means the cessation of execution of the Contract as defined in Article 25.

**1.1.1.6** "Technical Specifications" means the characteristics of the Goods subject to the contract and any additions and modifications to those characteristics in accordance with the Contract.

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

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

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

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



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**1.1.1.1** "CCC" means the General Conditions of Contract.  
**1**

**1.1.1.1** "SCC" means the Special Conditions of Contract.  
**2**

**1.1.2 Parties to the Contract**

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

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

**1.1.2.3** "Supplier" means the economic operator(s) supplying the Goods subject to the contract.

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

**1.1.3 Dates, Tests, Periods and Completion**

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

**1.1.3.2** "Day" means a calendar day.

**1.1.4 wares**

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

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

**1.1.5 Other definitions**

**1.1.5.1** "Buyer's Address" is the address specified in the KVK.

**1.1.5.2** "Force Majeure" is defined in Article 22 "Force Majeure".

**1.1.5.3** "Contract Insurance" is as defined in Article 10 "Contract Insurance " .

**1.1.5.4** "Place of delivery of the Goods" means the place specified in the CPC.

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

**1.1.5.6** "Contract modification" is as defined in Article 23.

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

**1.1.5.8** "Prohibited Practices" have the meaning set forth in the LPP.

## **1.2 Interpretation**

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

(a) words indicating one gender include all genders;

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

(c) provisions that include the word "agree", "agree" or "agreement" require that the agreement be documented in writing;

(d) "written" or "in writing" means handwritten, typewritten, printed or made electronically.

### **1.2.2 Incoterms**

(a) "Incoterms" means international trade terms constituting the rules for the interpretation of trade terms that determine the relevant obligations, costs, and risks associated with the transfer of Goods from the seller to the buyer.

(b) Except where inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of the Parties thereunder shall be as described in the Incoterms.

(c) Incoterms, when used, are governed by the rules described in the current edition of Incoterms, specified in the ICC, and published by the International Chamber of Commerce.

### **1.2.3 Modification**

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

### **1.2.4 Giving up**

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

### **1.2.5 Independent effect of contract provisions**

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

## **1.3 Communications**

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

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

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AND

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

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

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

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

#### **1.4 Law and language**

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

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

The language for communications shall be that stated in the CPC. If no language is specified therein, the language for communications shall be the language specified in the Contract.

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

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

#### **1.5 Priority of Documents**

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

#### **1.6 Drafting the Contract**

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

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

#### **1.7 Copyright**

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

#### **1.8 Confidential Details**

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

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

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Notwithstanding the foregoing, the Supplier may provide its Subcontractor(s) with documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract. In such event, the Supplier shall include in its contract with the Subcontractor(s) a provision providing for the maintenance of confidentiality as provided for in the Supplier's address under this Article.

## **1.9 Compliance with laws**

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

Unless otherwise specified in the Special Conditions

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

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

## **1.10 Joint and several liability**

If the Supplier is a consortium of Economic Operators, all such Economic Operators shall be jointly and severally liable to the Buyer for the fulfillment of the provisions of the Contract.

## **1.11 Inspections and Audit by the Buyer**

Supplier shall respond to questions and provide Buyer with any information or documents necessary for (i) investigation of allegations of Prohibited Practices, or (ii) Buyer's monitoring and evaluation of the Contract and to enable Buyer to review and address any issues relating to the Contract.

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

## **Article 2 Prohibited Practices**

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

**2.2** If the Buyer finds that the contract award was made under conditions of conflict of interest and this fact could not have been identified previously, it requests the Public Procurement Commission to declare the contract absolutely invalid.

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

## **Article 3 Notifications**

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

**3.2** The notification will take effect upon submission .

#### **Article 4 Scope of Supply**

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

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

#### **Article 5 Delivery**

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

#### **Article 6 Supplier Responsibilities**

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

#### **Article 7 Contract Price**

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

#### **Article 8 Payment Terms**

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

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

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

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

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

**8.5** In procurement procedures having as their object “fuel”, during the implementation of the contract for the supply of fuel, gas oil, benzene and heating oil, the absolute value of the profit rate shall not change during the execution of the contract, in the event of price fluctuations. If the price during the implementation of the contract for the supply of fuel, gas oil, benzene and heating oil changes in relation to the contract price, then the contracting authorities/entities must

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liquidate the goods according to periodic sales invoices, issued according to the tax legislation in force regarding the moment of issuing the invoice, based on the stock exchange price on the day before the invoice is issued, published by the PPA after sending this price for publication by the General Directorate of Customs, delivered under the CIF-Albania condition and converted according to the official exchange rate of the Bank of Albania on the day before the invoice is issued .

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

#### **Article 9 Taxes, Duties and Other Obligations**

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

#### **Article 10 Contract Insurance**

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

#### **Article 11 Subcontracting**

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

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## **Article 12 Specifications and Standards**

- 12.1** The Supplier must ensure that the Goods and Related Services comply with the Technical Requirements, as specified in the Tender Documents.
- 12.2** The Supplier shall not be liable for errors in the design, data, drawing or any other aspect of the technical specifications provided by the Buyer, unless the error was so obvious that the Supplier should have seen and advised the Buyer of it.
- 12.3** Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the supplement or revised version of such codes and standards shall be those specified in the requirements of the bidding documents. Any change in any code and standard during the execution of the Contract shall only be implemented after approval by the Purchaser and shall be dealt with in accordance with Article 23 of these conditions and the provisions of the PPL for modification of the Contract, Article 127.

## **Article 13 Packaging and Documents**

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

## **Article 14 Insurance**

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

## **Article 15 Transport of**

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

## **Article 16 Inspections and tests**

- 16.1** The Supplier shall carry out at its own expense and at no cost to the Buyer, all such tests and/or inspections of the Goods and Related Services as specified in the SCC.
- 16.2** Inspections and tests may be carried out at the premises of the Supplier or its Subcontractor, at the point of delivery, and/or at the final destination of the Goods, or at such other location in the Buyer's country as specified in the CPC. If carried out at the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be afforded to the inspectors at no cost to the Buyer.

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

#### **Article 17 Liquidated damages**

- 17.1** Liquidated damages for late delivery of goods will be calculated at the following daily rates:
- a) For contracts with an implementation period of no more than 6 months, the daily fee will be 4/1000 of the relevant remaining value of the total Contract price, but not less than 25% of the Contract value.
  - b) For contracts with an implementation period of no more than 12 months, the daily fee will be 2/1000 of the relevant remaining value of the total Contract price, but not less than 25% of the contract value.
  - c) For contracts with an implementation period of more than 12 months, the daily fee will be 1/1000 of the relevant remaining value, from the total price of the Contract, but not less than 25% of the contract value.

#### **Article 18 Guarantee**

- 18.1** The Supplier warrants that the Goods are free from defects resulting from any act or omission of the Supplier or resulting from design, materials and workmanship under normal use under the conditions prevailing in the country of final destination.



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**18.2** The Buyer shall specify in the CPC the duration of the warranty validity (if any), after the Goods, or any part thereof as the case may be, have been delivered and received at the final destination described in the CPC.

**18.3** The Buyer shall notify the Supplier indicating the nature of such defects together with all available evidence thereof, promptly after their discovery, but not later than ten days from discovery. The Buyer shall provide all opportunities for the Supplier to inspect such defects.

**18.4** Upon receipt of notice, the Supplier shall, within the period specified in the CPC, promptly repair or replace the damaged Goods or parts, at no cost to the Buyer.

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

#### **Patent Indemnity**

**19.1** The Supplier shall indemnify and hold harmless the Buyer and its officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorneys' fees and expenses, which the Buyer may incur as a result of any infringement or alleged infringement of any patent, design, registered design, trademark, copyright or other intellectual property right registered or otherwise existing on the date of the contract by reason of:

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

AND

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

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

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

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

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

The Buyer shall indemnify and hold harmless the Supplier and its employees, and subcontractors from and against any claim, action or administrative proceeding that the Supplier may incur as a

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result of any infringement or alleged infringement of any patent, design, registered design, trademark, copyright or other intellectual property right registered or existing on the date of the contract arising from or in connection with any design, data, drawing, specification or other document or material supplied or drawn up by or on behalf of the Buyer.

## **Article 20 Limitation of Liability**

### **20.1** Except in cases of gross negligence or intentional violation:

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

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

## **Article 21 Amendments to legal and sub-legal acts**

### **21.1** If after the date of submission of bids or the date of signing of the contract, any law or sub-legal act in the Republic of Albania enters into force or changes and affects the terms, including the date of submission or the price of the contract, the terms or price of the contract shall be adjusted to the extent that the Supplier is affected in fulfilling its obligations under the contract.

## **Article 22 Force majeure**

### **22.1** Failure or delay in performance by a Party of any of its obligations under this Contract shall not be considered a breach of this Contract if such failure or delay is directly due to an event of Force Majeure.

### **22.2** For the purposes of this Article, "Force Majeure Event" means an event or situation beyond the control of a Party that is not foreseeable, unavoidable and not caused by negligence or lack of care on the part of a Party. Such events may include, but are not limited to, actions of a Party whether in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions and embargoes of goods.

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

## **Article 23 Modification of the Contract**

### **23.1** The parties may modify the contract during its term, only if they are in any of the cases provided for in the LPP.

### **23.2** The Buyer may at any time request the Supplier to make modifications within the general scope of the Contract in one or more of the following terms:

(a) drawings, sketches or specifications, where the Goods to be supplied under the Contract are to be manufactured specifically for the Buyer;

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- (b) the method of shipment or packaging;
  - (c) the place of delivery; and
  - (d) Related Services to be provided by the Supplier.

**23.3** Where the modification involves an increase in the value of the Contract, the total value of the modifications shall not exceed 20% of the value of the initial contract. Where several successive modifications are carried out, this limitation shall apply to the total value of all the modifications. Where the contract contains a price revision clause, the basis for calculating the maximum value allowed for modifications shall be the contract value at the updated price.

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

#### **Article 24 Extension of the deadline**

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

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

#### **Article 25 Termination of the Contract**

##### **25.1 Notice to correct**

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

##### **25.2 Termination for non-fulfillment**

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

- (i) if the Supplier has not fulfilled the obligation even after the Notification made pursuant to point 25.1 of this article;
- (ii) If the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension granted by the Buyer in accordance with Article 24; or
- (iii) If it is proven that the Supplier has engaged in Prohibited Practices, as defined in Article 2, during the competition for the Contract or its execution.

##### **25.3 Termination due to insolvency**

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

#### **25.4 Termination for Public Interest Reasons**

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

#### **Article 26 Export Restrictions**

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

#### **Article 27 Dispute Resolution**

- 27.1** The Buyer and the Supplier shall make every effort to resolve amicably through direct negotiations any dispute arising between them during the execution of the Contract.
- 27.2** If the parties fail to resolve their dispute through such mutual consultation, then either Party may notify the other Party of its intention to go to Court.

**Appendix 17.****Special Conditions of Contract**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email: \_\_\_\_\_

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

**1.3** The language for communications is *[specify language for communications]* :The language is: *[specify language]***Article 2 Contract Insurance****2.1** Contract Security in the amount of (10% of its value) must be provided by the Supplier to ensure the execution of its obligations under the contract.The currency will be: *[specify currency]***2.2** The Contract Security shall be issued or returned, immediately to the Supplier in accordance with the form below.**2.3** If a periodic reduction of the Contract insurance is foreseen, it is carried out as follows:**2.4**


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If not met, the insurance remains unchanged.

**Article 3 Inspection and Tests**

- 3.1 Inspections and tests will be:
- 3.2 Pre-shipment inspection: [specify inspection and tests]  
 Final acceptance: [specify inspection and tests]  
 Inspections and tests will be carried out at: \_\_\_\_\_

#### 4.1 **Article 4 Delivery**

The place of delivery of the Goods will be:

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

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

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

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

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

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

#### **Article 5 Contract Price**

The Contract Price is: \_\_\_\_\_ with VAT.

#### **Article 6 Payment terms**

- 6.1 (a) Payment for the Goods shall be made within \_\_\_\_\_ days from the date of receipt of the Goods or from the date of receipt of a written demand for payment, irrespective of the date of arrival. If not specified, the time period shall be 30 days.
- (b) Payment will be made in the currency of \_\_\_\_\_. If left blank, payment will be made in Albanian currency.
- 6.2 All payments of amounts due to the Supplier may only be made to the Supplier's bank account clearly detailed in the Contract.

#### **Article 7 Related Services**

special conditions will apply to the payment of related services.

#### **Article 8 Packaging and Documents**

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

*[ insert details required for packaging marking and documentation ]*

#### **Article 9 Insurance**

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

*[specify insurance requirements]*

#### **Article 10 Transport**

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

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

*[specify transport arrangements, if different from above]*

**Appendix 18.**

[ Attachment to be submitted by the Economic Operator ]

**CONTRACT INSURANCE FORM**

[Date]

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

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

\* \* \*

Procurement procedure: [type of procedure]

Short description of the contract: [ object]

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

\* \* \*

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

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

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

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

[Bank/insurance company representative]



## Appendix 19.

### **Draft Framework Agreement (Where all conditions are defined)**

#### **wares**

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

No. \_\_

**date :**

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

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

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

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

#### **Article 1 Object**

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

[ General description ]

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

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

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

### 1.5 Duration of the Framework

Agreement: \_\_\_\_\_

## Article 2 Price

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

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

### Signatures and dates

#### For the Contractor

#### For the Contracting Authority/Entity

<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Company:</b>		<b>Company:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Seal:</b>		<b>Seal:</b>	

## Appendix 20

### Draft Framework Agreement

(Where not all conditions are specified)

wares

Name of the Contracting Authority/Entity,

AND

Contractor Name

They agree as follows:

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

#### Article 1 Object .

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

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

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

#### Article 2 Obligations of the Parties

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

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

#### Article 3 Contracts in the implementation of the Framework Agreement

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

#### Article 4 Mini-competition process

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

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

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

**Article 5** Duration of the Framework Agreement \_\_\_\_\_

**Signatures and Date** \_\_\_\_\_

**For the Contractor**

**For the Contracting Authority/Entity**

<b>Name:</b>		<b>Name:</b>	
<b>Position:</b>		<b>Position:</b>	
<b>Company:</b>		<b>Company:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Seal:</b>		<b>Seal:</b>	

## **SECTION IV**

### **Appeal and Notices of Closing the Process**

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

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

**Annex 23:** Notice of signed Contract

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

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

**Appendix 21.****COMPLAINT FORM TO THE CONTRACTING AUTHORITY/ENTITY AND THE PUBLIC  
PROCUREMENT COMMISSION**

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

**Section I. Identification of the complainant**

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

Complainant's full name (please print)

Grandson/Granddaughter

address

town

Country

Postal Code / Post  
Office

Phone number (including area code)

Fax number (including area code)

Email-

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

Signature of authorized official

Date (year /month/day)

Phone number (including area code)

Fax number (including area code)

**Section II. Information on the procedure****1. Procedure/Lot reference number**

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

## 2. Type of Procedure

*Fill in the type of procedure used for the procurement in question.*

Open procedure

☐

Simplified open procedure

☐

Limited procedure

☐

Competitive procedure with negotiation

☐

Partnership for innovation

☐

Competitive dialogue

☐

Negotiated procedure with prior publication of a notice

☐

Negotiated procedure without prior publication of a contract notice

☐


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

## 3. Contracting Authority/Entity

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

---

## 4. Estimated procurement value

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

---

## 5. Subject of the contract/Framework Agreement

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

---

## 6. Deadline for submitting the bid

*( Date (year /month/day )*

---

## 7. Date of publication of the Winner Announcement

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

---

**8. Date of signing the contract**

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

---

**Section III. Description of the complaint**

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

---

**2. Subject of the complaint**

- Modification of tender documents

☐

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

☐

*(Cite here the reasons for disqualification)*

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

☐

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

- Contract invalidity

☐

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

- Other

☐

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

**3. Circumstances and facts**

*Describe the circumstances of the incident.*

**4. Arguments on the alleged violations**

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



## 5. Request for special expertise

yes

☐

not

☐

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

---



---

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

---



---

## 7. List of confidential information :

---



---



---

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

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

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

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

**Fax number:**

**Email:**

**Signature and seal of the Complainant**

**Administrator/Authorized Representative**

## Appendix 22.

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

**Presentation of arguments by interested economic operators to :**

Contracting Authority/Entity and Public Procurement Commission ☐

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

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

Grandson/Granddaughter

address

town

Country

Postal Code / Post  
Office

Phone number (including area code)

Fax number (including area code)

Email-

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

Signature of authorized official

Date (year /month/day)

Phone number (including area code)

Fax number (including area code)

#### Section II. Information on the procedure

1. Procedure/Lot reference number

---

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

---

**2. Type of Procedure**

Open procedure

☐

Simplified open procedure

☐

Limited procedure

☐

Competitive procedure with negotiation

☐

Partnership for innovation

☐

Competitive dialogue

☐

Negotiated procedure with prior publication  
of a notice

☐

Negotiated procedure without prior  
publication of a contract notice

☐

3. Contracting Authority/Entity

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

---

4. Estimated procurement value

---

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

5. Subject of the contract/Framework Agreement

---

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

6. Deadline for submitting the bid

---

Date (year /month/day)

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

8. Winner Announcement Publication Date

---

Date (year /month/day)

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

1. Legal basis

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

---

2. Detailed statement of the arguments on the complaint submitted

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

3. List of confidential information

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

---

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

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

**Fax number:**

**Email:**

**Signature and stamp of the Economic Operator(s)**

## **Appendix 23.**

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

### **Signed Contract Notification Form**

#### **Section 1 Contracting Authority/Entity**

#### **1.1 Name and address of the Contracting Authority/Entity**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax \_\_\_\_\_

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

Website \_\_\_\_\_

#### **I.2 Type of Contracting Authority/Entity:**

Central institution

☐

Independent institution

☐

Local Government Unit

☐

Other

☐

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

Contracting authority/entity procuring for its own needs ☐ Central purchasing body ☐ Service provider ☐

Public ☐ Private ☐

Delegated ☐ Other ☐

## **Section 2. Subject of the Contract**

**2.1 Procedure/Lot reference number** \_\_\_\_\_

### **2.2 Type of "Public Supply Contracts"**

Purchase ☐ RENTAL ☐ Installment purchase ☐ A combination of them ☐

## **2. Contract based on the Framework Agreement**

yes ☐ not ☐

**If Yes, type of Framework Agreement**

**With an Economic Operator** ☐

**With several economic operators** ☐

**All conditions are in place** Yes ☐ No ☐

### **2.4 Short description of the contract**

2. Limit fund \_\_\_\_\_

3. Source of funding \_\_\_\_\_

4. Subject of the Contract \_\_\_\_\_

**2.5 Contract Duration or Termination Date:**Duration in **months** ☐☐☐ or **days** ☐☐☐☐

OR

Starting ☐☐/☐☐/☐☐☐ and completed in ☐☐/☐☐**2.6 Division into LOTS :**yes ☐ not ☐*If yes*, number of LOTS : ☐☐**2.7 Subcontracting Contract:**yes ☐ not ☐**Section 3. Procedure****3.1 Type of procedure: Open****3.2 Winner selection criteria :****A) the most economically advantageous tender based on cost** ☐By importance: Price ☐☐ **points** ☐etc. ☐☐ **point**

OR

**B) most economically advantageous offer based on price** ☐**3.3 Number of bids submitted:** ☐☐☐Number of regular offers: ☐☐☐**3.4. During the procurement process in the field of Information and Communication Technology (ICT), the standards prepared by the National Information Society Agency were used:**yes ☐ not ☐

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

yes ☐ not ☐

#### **Section 4 Contract Information**

**4.1 Contract number:** \_\_\_\_\_ **Contract date** □□/□□/□□□□

**4.2 Name and address of the Contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

Grandson \_\_\_\_\_

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

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

Website \_\_\_\_\_

**4.2.1 Name and address of the subcontractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

Grandson \_\_\_\_\_

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

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

Website \_\_\_\_\_

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



Value \_\_\_\_\_ coins \_\_\_\_\_  
(excluding VAT)

Value \_\_\_\_\_ coins \_\_\_\_\_  
(with VAT)

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

Value \_\_\_\_\_ coins \_\_\_\_\_  
(without VAT)

Value \_\_\_\_\_ coins \_\_\_\_\_  
(with VAT)

**4.4 Additional Information**

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

Date of submission of this notice      □□/□□/□□□□

**Appendix 24.**

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

## Signed Contract Notification Form

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax \_\_\_\_\_

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

Website \_\_\_\_\_

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

**3. Object of the contract** \_\_\_\_\_

**4. Procedure/Lot reference number** \_\_\_\_\_

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

**6. Publication Date in the Winner Notification SPE at the end of the appeal deadlines** \_\_\_\_\_:

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

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

Value \_\_\_\_\_ (with VAT) coins \_\_\_\_\_

**8. Name and address of the Contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

NIPT number \_\_\_\_\_

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

---

**EO/BOE with subcontractor**

**yes**    ☐                      **NO**    ☐

*If yes, please provide details* \_\_\_\_\_

*( Names of subcontractors, Nipts, % of subcontracting)*

Subcontracting value \_\_\_\_\_ *with VAT*    Currency \_\_\_\_\_

**8. Date of signing the contract**

\_\_\_\_\_

## Appendix 25.

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

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

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

Name \_\_\_\_\_  
 address \_\_\_\_\_  
 Tel/Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Website \_\_\_\_\_

#### 2. Procedure type: Open

#### 3. Procedure/lot Reference Number:

4. Object of the Contract \_\_\_\_\_

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

#### 6. Reasons for Cancellation:

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

7. **Date of publication** in the SPE of the Notice of Cancellation from which the appeal deadlines begin  
 :\_\_\_\_\_

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

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

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

YES ☐ NO ☐

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

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

Date of delivery of this notice

**Head of the Contracting Authority/Entity**