



**REPUBLIC OF ALBANIA
AGENCY OF PUBLIC PROCUREMENTS
MINISTRY OF FINANCE**

STANDARD TENDER DOCUMENTS FOR CONSULTING SERVICES:

Open Procedure

OBJECT: Consulting Legal Service for issuance of a sovereign Euro-denominated bond.

FEBRUARY 2015

CONTRACT NOTICE

Seksioni I Contracting Authority

I.1 Name and address of contracting authority

Name **Ministry of Finance**
Address **Bul “Deshmoret e Kombit”, Tirana - Albania**
Tel/Fax 0035542228405/0035542228494
Address Internet www.financa.gov.al

I.2 Type of contracting authority and main activity or activities:

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

I.3 Contract in the frame of a specific Agreement between Albania and another Foreign Country:

Yes No

Seksioni II Object of contract

2. Type of Contract

Job	Services	Goods
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.1.1 Type of “Public Contracts for Services”

Projecting Competition	Consulting Services	Other services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	

2.1.2 Contract base on Framework Agreement

Yes Not

2.1.3 Type of Framework Agreement

With 1 economic operator	<input type="checkbox"/>
With several economic operators	<input type="checkbox"/>
All conditions are set	<input type="checkbox"/>

--

2.1.4 Number of economic operators with whom the Framework Agreement will be concluded: _____ (Here should be determined maximum number of economic operators to whom the Framework Agreement will bind)

II.1.5 Conditions for reopening the bid and / or the possible use of electronic auctions in the event of re-opening the bid

2.1.6 The contracting Authority/ties which will conclude the Framework Agreement:

2. 2. Brief description of contract

1. Limit fund, **17 374 989 lekë (VAT excluded)**
2. Financing Source: **State Budget Funds 2015**
3. Contract description:” **Consulting Legal Service for issuance of a sovereign Euro-denominated bond**”.

2. 3 Duration of contract or the deadline of its execution:

Starting from the date of conclusion of the contract , with completion within 2 months.

2.3.1. Duration of the framework agreement Duration in months: •• or days: •••• (From the award of the Framework Agreement (Not more than (4) years) Or starting from ••/••/•• (Dd / mm / yyyy) Ending in ••/••/•• (Dd / mm / yyyy)

2.4 Location of contract’s object:

Ministry of Finance, General Directorate of Debt Management

2.5 Division in LOTS:

Yes No **X**

If Yes,

II.6 Brief description of lots

(Quantity or objective and the limit fund of the LOTS)

1. _____

2. _____ 3. _____

II.7 Options:

Number of possible renewals (if any): **No**

or: from to

II.8 Versions to be accepted:

Yes No

Seksioni III Legal, economic, financial and technical information

III.1 Qualification requirements according to annex no.9

3.2 Bid Security: _____ (Applicable in case of procurement procedures with higher value than high monetary limit , if required by the contracting authority) . Economic Operator

submits the bid security , if required , according to Annex 6. The amount of required bid security is _____ Lek (amount in words

In case of Bid submission for Lots, the amount of bid security for each Lot is as follows:

Lot 1 _____ Lekë

Lot 2 _____ Lekë

Seksioni IV The procedure

IV.1 Type of procedure:

Open	Limited	Negotiation	Projecting competition
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This procedure involves two main stages :

Phase 1 - Expression of interest and prequalification (short list) :

Candidates will submit a request for expressions of interest and required documents on TD . Contracting Authority will review documents submitted by applicants, and will assess if the documentation meets the requirements specified in the tender documents . Candidates who do not

meet the eligibility criteria, will be disqualified and will be and notified immediately for the disqualification.

At the end of this phase, qualified candidates will be included in a short list , which must contain atleast two (2) candidates .

Phase 2 - Submission of proposals : The Contracting Authority sends an invitation to submit proposals to the qualified candidates of in Phase 1 (bidders short -listed) .

Qualified final proposals are reviewed and evaluated according to the criteria relevant to the Contracting Authority . The latter awards the contract to the bidder who submitted the best evaluated proposal.

4.2 Award Criteria:

Best tender based on:

Price Technical proposal

Technical Evaluation Criteria Points

- (i) Similar works experience of the Consultant [0-10]
- (ii) Proposed Method Statement [20-50]
(Technical approach and method statement, work plan, organizational scheme)
- (iii) Qualifications of Main Proposed Staff [0-30]
- (iv) Transfer of Knowledge, (not requested) [0-10]

Trasfer of know how will be not asked. The point(1-10) will be separated between the other criterie.

IV.3 The deadline for the submission of the requests for expression of interest:

Date: **09.03.2015** Hour: **10:00**

Location: www.app.gov.al

**When the request for the expression of interest is required to be submitted by electronic means, the economic operators shall submit the bid electronically to the official page of PPA,
www.app.gov.al**

IV.4 The deadline for opening of the requests for expression of interest:

Date: **09.03.2015**, Hour: **10.00**

Location: www.app.gov.al

Information which is communicated during the public opening of requests, which are submitted electronically, shall be communicated to all Economic Operators which have submitted requests, based on their requests.

IV.5 Validity period for bids: **150**

IV.6 Language of the bids or requests for participation:

Albanian or English
Other _____

Section V Complementary information

5.1 Payable documents:

Yes

No

If yes

Currency _____ Price _____

This price covers the actual costs for copying and distributing the TD to Economic Operators.

Interested Economic Operators are entitled to check the Tender Documents before their purchase.

5.2 Additional information (place, office, manner for withdrawal of the tender documents)

Tender Documents can be downloaded at www.app.gov.al

Date of dispatch of this notice 26.02.2015

2. REQUEST FOR EXPRESSION OF INTEREST

MINISTRY OF FINANCE

Reference number, issued by Contracting Authority _____

This invitation to submit requests for participation following the notification of the contract being published in the Public Notifications Bulletin no On (*write date of publication*)

..... (*write date of contracting authority*)

Invited to submit requests for participation in this procedure for providing the following services:

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

(make an accurate description of the scope of contract, including there the basic information for the lots), as defined by the Tender Documentation (DT)

General Description of the Procurement Procedure

This procedure encompasses two main phases:

Phase I – Expression of interest and Prequalification (short list)

The candidates shall submit a request for expression of interest filed with the Contracting Authority. The Contracting Authority shall consider the requests for expression of interest submitted by the Candidates and evaluate the request to ensure whether the requirements and the supporting documentation meet the qualification requirements determined in the tender documents. The candidates not meeting the qualification criteria shall be disqualified and shall be informed immediately about their disqualification.

Phase 2 – Submission of proposals

The Contracting authority shall send an invitation to submit proposals to the candidates meeting the minimal qualifying requirements of the Contracting Authority, i.e., those being qualified in Phase 1 (Bidders selected for short list).

After receiving the proposals, the Contracting Authority considers them to ensure that the conditions for participation have been met and that the bids are qualified based on the requirements defined in tender documents. The final qualified proposals shall be considered and evaluated in accordance with the respective criteria by the Contracting Authority. The latter shall award the contract to the Bidder having the best evaluated proposal.

OPTION (according to lots)

The Bidder may apply for (one lot) (all the lots) (some lots). For each lot, a separate bid shall be submitted.

.....
.....
.....
In order to be invited to tender, the candidates shall meet minimally the requirements of section 5 of DT;

Comprehensive tender documentation may be withdrawn at the following address:
.....

OPTION (where payment is foreseen)
After the payment of a non-reimbursable amount of ALL

Expression of interest shall be submitted
.....

(give full address)

No later than
.....

(set the date and final deadline)
(see section 5 of DT for details)

Where the request for expression of interest is required to be submitted by electronic post, the economic operators shall hand in their request electronically to the official webpage of APP, www.gov.al.

All the Candidates shall be informed as soon as possible, and under no circumstances later than 5 days since the decision making, in connection with the prequalification process following the expression of interest.

The qualified candidates shall be invited to hand in proposals.

The contract shall be awarded to the bidder having submitted the best proposal according to the criteria contained in Section 8 DT.

2. INSTRUCTIONS FOR ECONOMIC OPERATORS

Section 1. Preparation of request/Proposal

1.1 The Candidates/bidders are obliged to prepare the requests/proposals, in accordance with the requirements established in this TD. The requests/proposals that are not prepared in accordance with this TD shall be rejected as non – compliant.

1.2 The Candidates/bidders shall bear all costs associated with the preparation and submission of his proposal. The Contracting Authority is not responsible or liable for those costs.

1.3 For the procedures of procurement which are submitted in written form, the original of the request/bid should be typed or written in indelible ink. All the request/bid sheets must be firmly bounded together and numbered. All the request/bid sheets except for un-amended printed literature should be initialed or signed by the Authorized Person(s). Any amendment in the request/bid must be legible and signed by Authorized Persons.

1.4 In case of bids submitted by a joint venture of economic operators, the bid should be accompanied by a Power of Attorney /authorization for the Authorised Person (s), who shall represent the joint venture during the procedure of procurement.

Section 2. PHASE I – PREQUALIFICATION (Short List)

2.1 Submission of expression of interest must be submitted within the deadline set in the Contract Notice.

Requests submitted after the expiry of the deadline will be returned unopened to the Candidate.

In case of electronic procurement, the deadline for submitting the request for expression of interest expires at the exact time predefined for the contractor authority for the request submission.

2.2 Requests shall be submitted to the following address:

_____.

In case of electronic procurement, the request for expression of interest shall be submitted electronically to the official website of PPA, www.app.gov.al.

2.3 For procurement procedures, which take place based on hard copy material, the Economic Operators must submit only original request inserted into a nontransparent envelope, closed, sealed and signed with the name and address of the Candidate and marked:

“Request for prequalification in the procedure with Contract No. _____
"DO NOT OPEN, EXCEPT WHEN THE BID EVALUATION COMMISSION IS PRESENT AND NOT BEFORE _____ (dd/mm/yy), at (time) _____”.

In case of electronic procurement, the request for expression of interest shall be submitted electronically to the official website of PPA, www.app.gov.al.

Section 3. PHASE II - SUBMISSION AND EVALUATION OF PROPOSALS

3.1 Proposals shall be submitted only by the candidate, who has received a request for proposal by the Contracting Authority, according to the model given in Annex 1.

3.2 The proposal shall include the following documents:

The proposal shall consist of the technical proposal and economic proposal.

The technical proposal includes:

- a) A detailed description of the proposed services and their methodology, which contains all the required information by Tender Documents and which is sufficient for the Contracting Authority, in order to stipulate if the proposed services meet the requirements specified in the Terms of Reference;
 - b) The List and Curriculum Vitae of Main Personnel;
 - c) Graphic of Execution;
 - d) Alternative technical proposal, if permissible;
- (any other document stipulated by the Contracting Authority)*

Economic Proposal:

- a) Format of Price Structure (Annex 3);
- A Bidder shall submit only one proposal.

3.3 Confidentiality of process according to article 25 of the PPL.

3.4 For procurement procedures, which take place based on hard copy material, the bidders shall submit only the original proposal. The proposal consists of the envelope of technical proposal and the envelope of economic proposal, which are clearly identified by making the relevant notes.

The proposal shall be inserted into a nontransparent envelope, closed, sealed and signed with the name and address of the Bidder and marked: "Proposal for consultancy services _____ Contract No. _____"

"DO NOT OPEN, EXCEPT WHEN THE BID EVALUATION COMMISSION IS PRESENT AND NOT BEFORE _____ (dd/mm/yy), at (time) _____"

When the bid is submitted by electronic means, the economic operators must submit the bid electronically to the official website of PPA, www.app.gov.al.

3.5 For procurement procedures, which take place based on hard copy material, the bidders may modify or withdraw their proposals, provided that such modification or withdrawal is made before the deadline for the submission of proposals. Both modifications and withdrawals must be communicated to the Contracting Authority in writing before the deadline for submission of tenders. Consequently, the envelope containing statement of the Bidder should be marked: "**MODIFICATION OF PROPOSAL**" or "**WITHDRAWAL OF PROPOSAL**".

When the bid is required to be submitted by electronic means, the bidder may modify in any time its offer prior to the deadline for opening (submission) of bids, without the necessity for any communication with the contracting authority, since the actions are performed in his account at the official web site of the PPA, www.app.gov.al.

Section 4. Price calculation

4.1 All proposed prices shall be fixed and not subject to review. The Candidate must submit:

- The fee of the working time for a month for each person;
- Summary of direct and indirect costs and expenses, including taxes, fees, licenses, insurance and other costs associated with performing the Services;

- The total price without VAT proposal, and the amount of VAT if applicable.
- Any other information specified by the Contracting Authority.

Alternative Proposals

4.2 If allowed in Tender Documents, the Bidders may offer alternative technical proposals for the requests specified in the tender documents. The Contracting Authority may consider only the technical alternatives, if any, of that bidder who submitted the winning proposal, in accordance with all requirements of TD.

4.3 If required in the Tender Documents, each bidder must submit, together with the main proposal, a specific proposal for certain services, as described in the tender documents, which the Bidder may include in the contract or not. These specific proposals are called "alternative/potential proposals". The selection of the winning proposal will consider alternative/potential proposals only if this is specifically allowed in the Proposal Documents.

4.4 In the case of a framework agreement where all terms are not set, prices for contracts based on framework agreement are not fixed, they are subject to change after a mini-competition between the parties to the framework agreement.

4.5 The Bid Security, if required, must be submitted with the offer before the expiry of the deadline for submission of bids. Failure to comply with the requirements of the bid security will result in rejection of the bid.

4.6 The Bid Security, if required, may be submitted in one of the following forms:

- a) unconditional bank guarantee,
- b) insurance guarantee.

The Bid Security form must be signed by the issuer (Bank, insurance company, etc.) and must be submitted with the bid before the opening of bids, otherwise the tender will be rejected.

The documents mentioned above shall be valid during the period of bid validity. The Contracting Authority shall return to Bidders the relevant bid security within 15 days from contract signing.

4.7 Bid validity period

Bid validity offer starts from the moment of deadline for the submission of bids. As long as the bid validity period has not expired, the Contracting Authority may request the bidder in writing to extend the validity period until a specified date. The bidder may reject such a request without losing the right to reimbursement of the bid security. The bidder who agrees to extend the bid

validity period and to notify the Contracting Authority accordingly in a written form, must extend the validity period of the bid and provide an extended bid security. The bid cannot be modified. If the Bidder fails to respond to the request made by the Contracting Authority regarding the extension of the bid validity period nor, or does not extend the validity period, or fails to provide an extended bid security, the bidder is deemed to have rejected the request of the Contracting Authority. In such a case, the Contracting Authority will reject the bid.

4.8 Illegal acts under Article 26 of the PPL.

Section 5 EVALUATION OF PROPOSALS

Evaluation of Technical Proposals

5.1 The Contracting Authority shall examine any technical proposal to confirm whether it complies with all requirements set out in the tender documents and to accept all the terms and conditions. The proposal which does not meet the Terms of Reference, or fails to comply with the terms and conditions of the contract, expressed in the tender documents will be rejected. The Contracting Authority estimates and enumerates technical proposals in accordance with the procedures and evaluation criteria set out in the tender documents. No evaluation criteria will be used unless it is presented in the tender documents. If the tender documents provide a minimum result to be achieved, any proposal that does not reach this minimum will be rejected.

Opening of Financial Proposals

5.2 Upon completion of the evaluation of technical proposals, the Contracting Authority shall notify the Bidders, whose proposals were rejected because they had not met some important aspects of Requests, or have failed to get the minimum result, if it is provided. At the same time, the Contracting Authority sends notification for the day and time of opening the economic proposals to all candidates whose economic proposals will be opened. On the stipulated date and time, the Contracting Authority opens the economic proposals. The Bidders or their authorized representatives will be allowed to attend the opening of proposals. The envelope that is marked "Economic Proposal" for each proposal that has not been rejected before will be opened and the following information will be published and registered: the name of the Bidder, the evaluation result of the technical proposal, the proposed price, as expressed in the economic proposal.

Evaluation of Economic Proposals

5.3 The Contracting Authority determines whether economic proposals are complete, corrects any arithmetic errors and for comparison and evaluation purposes, converts all the proposal prices into a single currency. The Contracting Authority enumerates and assigns a result for every economic proposal.

Comparison of Proposals

5.4 The Contracting Authority ranks the proposals according to financial and technical results combined, using the weight indicated in the tender documents. The bidder who reaches the highest combined technical and financial score will be invited for negotiations and award (signing) of contract.

Evaluation Criteria

5.5 Evaluation of Technical Proposals is made by taking into account the following criteria:

Evaluation Criteria Points

- (i) Similar works experience of the Consultant [0-10]
- (ii) Proposed Method Statement [20-50]
(Technical approach and method statement, work plan, organizational scheme)

(iii) Qualifications of Main Proposed Staff [0-30]

(iv) Transfer of Knowledge, (if requested) [0-10]

Transfer of know how will be not asked. The point(1-10) will be separated between the other criterie.

For evaluation purposes, all participating companies shall be evaluated with 10 points.

Total (Technical Proposal) 100%

▪ **The minimum of Technical proposal points in order to continue with the evaluation of the economic proposal is 70 points.**

The evaluation of Economic Proposals is made according to the following formula:

Pe- Points for Economic Proposal

P₁- The Lowest Offered Price

P – The consequent bidding price (*starting from the lowest price*)

Pe = 100 x P₁ / P

(the lowest price = maximal points for the economic proposal)

Final Evaluation

The weight for Technical and Financial Proposals are given hereunder:

Weight for Technical Proposal: X = (Points of Technical Proposal x 0.8)

Weight for Economic Proposal: Y = (Points of Economic Proposal x 0.2)

The best bid will be by combining the points of technical and economic proposal. The calculation formula is as follows:

The best bid = X + Y

The Firm that has received more points during the calculation of technical and economic points will be invited for negotiations and entering the contract.

5.6 Correction of mistakes and removed extracts

5.6.1 The Contracting Authority corrects those mistakes in the request/proposal, which are simply of an arithmetic nature, if the mistake is discovered during the review of requests/proposals. The Contracting Authority immediately informs the Bidder in question with a written notice over any such correction and may continue to fix the mistake, on condition that the Bidder approves this communication. If the Bidder refuses to accept the proposed correction, the bid will be rejected, whereas the bid insurance (if it exists) will not be confiscated.

5.6.2 The mistakes in the calculation of price shall be corrected by the Contracting Authority, on

the basis of the following examples:

a) in case of a contradiction between the sums expressed in numbers and those expressed in words, the sums expressed in words will be given priority, unless there is an arithmetic mistake with the sum in words,

b) if there is a contradiction between the unit price and the overall value resulting from the multiplication of unit price with the quantity, the unit price will be given priority, and consequently the sum must be corrected as a whole,

c) if there is a mistake in a total sum, corresponding to the addition or subtraction of subtotals, the subtotal will be given priority and the total must be corrected. The sums

corrected this way are obligatory for the bidder. If the bidder does not accept them, its bid will be rejected. The bids with arithmetic mistakes are rejected, when the absolute amounts of all corrections are higher or lower than 2% of the amount of economic bid offered.

5.7 Administrative complaint is available to Economic Operators according to article 63 of the PPL.

Section 6 SIGNING OF THE CONTRACT

6.1 Award Notification Form The Contracting Authority shall inform the Bidder whose offer was selected as the best offer, by sending the contract award notice, as provided in Annex 12. A copy of the notice shall be published in the Public Notice Bulletin, as required by article 58 of the PPL.

6.2 Contract Performance Security

6.2.1 The Contracting Authority shall require a security for the execution of the contract. The amount of the security for the contract performance shall be 10 % of the contract value. The contract security form, as provided in Annex 17 of the TD, shall be signed and submitted before signing the contract.

6.2.2 The security for the contract performance may be submitted in one of the following forms:

- a) unconditional bank guarantee,
- b) insurance guarantee.

This form is not used by the contracting authorities in the case of sectoral contracts procurement .

Appendix 1

[*To be completed by the Contracting Authority*]

REQUEST FOR EXPRESSION OF INTEREST

(*Name of Economic Operator*)

[*Date_____*]

To: [*name and adress of Contracting Authority*]

Procurement Procedure: [*type of procedure*]

Brief description of the contract: [*the subject*]

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

I (We) , the undersigned , submit our application for expressions of interest for this procedure:

Representative of the Bidder
Signing

Seal

Annex 2

[To be completed by the Contracting Authority]

REQUEST FOR PROPOSAL

(Only for the selected candidates after the review of requests for expression of interest)

[Date]

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

Procurement Procedure: _____

Referring to the above mentioned procedure, we inform that [name and address of the selected candidate], after evaluation of your legal, financial-economic and technical capacity, your request for participation is accepted in the stage of bidding in this procedure.

Consequently, you are pleased to submit at [this Contracting Authority]

Name _____

Address _____

your proposal, taking into account that:

The deadline for the submission of proposal is:

Date, time and address

Date *••/••/••••* (dd/mm/yyyy) Time: _____

Address _____

When the bid is required to be submitted by electronic means, the economic operators shall submit the bid electronically to the official website of PPA, www.app.gov.al

The time limit for opening of proposals is:

Date, time and address

Date *••/••/••••* (dd/mm/yyyy) Time: _____

Address _____

Information which is communicated during the public opening of bids submitted electronically shall be communicated to all those Economic Operators who have submitted bids, based on their request.

Language(s) for drafting proposals are:

Albanian X English X

Other _____

Award selection criteria:

The Contracting Authority enumerates the proposals according to the combined technical and financial results, by using the range indicated on Tender Documents. The Bidder who reaches the best combined technical and financial result shall be invited for negotiations and for signing the contract.

We remain waiting for your proposal.

Annex 3

[*To be completed by the Economic Operator*]

PROPOSAL DECLARATION FORM

[*Date _____*]

To: [*Name and address of the Contracting Authority*]

Procurement procedure: [*type of procedure*]

Brief Description of Contract: [*object*]

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

I (We), the undersigned, hereby declare that:

1 We have reviewed the documents of this procedure **and** we hereby submit this Proposal, **without reservation or exceptions** for the requests or terms and conditions expressed here.

2. We offer to perform services as specified in the documents of this procedure and in accordance with the chart of performance for rendering the services.

3.The total price of our proposal is expressed in the economic proposal.

1. Our proposal will be valid for the period specified in TD.

2. If our proposal is accepted, we shall make the performance security, as defined in the TD.

6. We do not participate as candidates in more than one proposal in this procurement.

7. We authorize the contracting authority to verify the information / documents attached to the tender.

8. We agree to sign the contract according to the form of contract conditions if selected the successful bidder.

Bidder Representative

Signature

Stamp

Annex 4

[*To be completed by the Economic Operator*]

STRUCTURE OF ECONOMIC PROPOSAL

Fees according to Work Category: (Detailed Sub-Total)

Daily payments: (Detailed Sub-Total)

Direct Costs: (Detailed Sub-Total)

Reimbursable Expenses: (Detailed Sub-Total)

TOTAL

Please find attached and complete the following tables:

Consultant's Budget

Staffing, breakdown of costs and payment schedule (exclusive of VAT)

Appendix 5

[*Appendix to be completed by the contracting authority withing Framework Agreement at the reopening of the mini - competition process*]

Call for Proposals

(enter the name of the Contracting Authority)

Invites to submit proposals on the procedure for performing the following services :

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

(give an accurate description of the object of the contract and quantity as defined in the Tender

Documentation (TD)) .

Place of performance of service (give a brief description)

Length of service _____

The proposal must be submitted

.....
.....

[provide the correct address]

before

.....
.....

[Specify the date and time of deadline]

Forms of communication:

Electronic __ writing (email , fax , etc .) _____

The criteria for determining the winning bid

Annex 6

[Letterhead paper of the Bank / Insurance Company]

[To be completed by the Economic Operator]

BID SECURITY FORM

[Date_____]

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

On behalf of: *[Name and address of the guaranteed Bidder]*

Procurement procedure *[type of procedure]*

Short description of the contract: *[object]*

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

With reference to the above-mentioned procedure, we certify that [Name of the guaranteed Bidder] has made a deposit near the [name and address of the bank at the amount of [currency and amount both in letters and numbers] as a condition to secure the tender submitted by the abovementioned economic operator.

We undertake to transfer at the account of [name of the contracting authority] the secured amount, within 15 (fifteen) days from your simple first written request, without asking explanations, on condition that the request mentions the non-fulfillment of one of the following conditions:

The Bidder has withdrawn or altered the tender, after the deadline for tenders' submission, or prior to the deadline, if so specified in the tender documents;

b) The Bidder has refused to sign the procurement contract when required by the contracting authority;

c) The Bidder has not submitted the contract security, after being awarded, or has failed in meeting any other condition before signing the contract, as defined in the tender documents.

This Security is valid for the period of time indicated in the [contract notice or invitation to tender].

[Representative of the bank]

Annex 7

LIST OF CONFIDENTIAL INFORMATION

[To be completed by the Economic Operator]

Type, nature of information to be kept confidential	Number of pages and points in the STD you wish remain confidential	Reasons for keeping information confidential	Time limit for keeping confidentiality

Annex 8

[To be completed by the Economic Operator]

DECLARATION On conflict of interest

Of the economic operator participating in the public procurement procedure organized on the date of _____ by the Contracting Authority _____ with object _____ with a limit fund of _____

Conflict of interest is the state of conflict between the public duty and private interests of an official, where he has private interests, direct or indirect ones which affect, are likely to affect or appear to affect the unfair carrying out of his public duties and responsibilities.

In application of Article 21, point 1, of Law No. 9367, dated 7.4.2005, the categories of officials stipulated in Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the concluding of contracts, one party of which is a public institution are:

- President of Republic, Prime minister, Deputy Prime minister, Ministers or Deputy ministers, Members of Parliament, Justices of Constitutional Court, Justices of High Court, Chair of High State Audit, Prosecutor General, Ombudsman, Members of the Central Election Commission, Members of High Council of Justice or Inspector General of the High Inspectorate of Disclosure and Audit of Assets, Members of Regulatory Entities, (Supervision Council of Bank of Albania, including the Governor and Deputy Governor; of competition, telecommunication; electric power; water supply; insurance, bonds, media), Secretaries General of central institutions as well as every other public official in each public institution whose position is equivalent to that of Directors General.

If the official holds the position of the mayor or deputy mayor, chair or deputy chair of the commune or county council, member of the respective council or is an official of a high leading position of a local government unit, the prohibition because of the private interests of the official, stipulated in this point, is applied only to the concluding of contracts, as the case might be, with the municipality, commune or the county council where the official exercises these functions. This prohibition is also applied when one of the contract parties is a public institution, subordinate to this unit (Article 21 point 2 of law No.9367, dated 7.4.2005).

The prohibitions stipulated in Article 21, point 1, 2 of Law No. 9367, dated 7.4.2005, with the relevant exceptions, are applied to the same extent to the persons related to the official which to the meaning of this law are: **the spouse, major children or the parents of the official and those of his/her spouse.**

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

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 7.4.2005 "On the prevention of conflict of interest in the course of exercise of public

functions” as amended, as well as in the by-laws issued in its application by the High Inspectorate of Disclosure and Audit of Assets and in the Law No. 9643, dated 20.11.2006 “On Public Procurement”, as amended.

In conformity with the above mentioned legislation, I declare that none of the officials set out in Chapter III, Section II of law No. 9367, dated 7.4.2005, and in this declaration, does not possess private interests, directly or indirectly with the legal person I represent herein.

Date of declaration submission _____

Name, Surname, Signature

Stamp

Appendix 9

1. GENERAL ELIGIBILITY/QUALIFICATION CRITERIA

The Candidate/Bidder must deliver:

1. A Document certifying that (your subject):

- a) is not in process of bankruptcy,
- b) is not convicted for criminal offence, in conformity with Article 45/1 of the PPL,
- c) is not convicted by a final court decision related to its professional activity.

The above requirements shall be fulfilled when is provided the extract of the commercial register for the data of subject issued by the National Registration Center, the extract of the company's history issued by the National Registration Center, as well as an statement released by the company as per Annex no. extra "statement about the legal situation".

2. A Document certifying that (your subject):

- a) has met its fiscal obligations,
- b) has paid all social insurance obligations, issued by the Tax Administration.

The General Eligibility Criteria shall not be subject to changes by the Contracting Authority. These criteria (points 1, 2) shall be certified through the documents that have been issued not before three months from the day of tender opening.

3. The Economic Operator must be registered in the respective professional or trade registers in the state of their establishment, thus certifying their legal personality, for this, the candidates shall submit a copy of the Extract on the historic of the subject, issued by the National Registration Center.

A certificate confirming the payment of all matured obligations of electricity contracts when the economic operator is registered in Albania. Non payment of electricity duty constitutes cause for disqualification of the economic operator, unless it turns out that the outstanding liabilities of electricity, as confirmed by the certificate issued by the supplier, are in the process of appeal in court. In case of joint ventures of economic operators, each member must submit this document.

A foreign Candidate/Bidder shall certify that he complies with all the requirements listed above. In case that the above documents are not issued in their country of origin, a written declaration is sufficient. If the language used in the procedure is Albanian, then the documents written in foreign language must be provided with a notarized translation into Albanian.

In case of a joint venture of economic operators, each member of the joint venture must submit all the above-mentioned documents.

Additionally, if the bid is submitted by a joint venture of economic operators, the following shall be also handed over:

- a. A notarized agreement, according to which the joint venture of economic operators has been officially established;

b. A Power of Attorney.

2. SPECIFIC QUALIFICATION CRITERIA

In order to be shortlisted Economic Operators should fulfill the following minimum requirements:

2.1 Statement on Conflict of Interest , according to Annex 8 ;

2.2 Successful experience in the execution of previous similar services in a value 40 % of limit found, implemented during the last three years. To meet this criterion, the Economic Operator must submit certification of completion of the service and sales tax invoices issued by the beneficiary of the service.

2.3 Economic Operators should have the following profile:

a. Field of activity of the Economic Operator must be, among other things, consultancy services on Eurobond.

b. In addition to this, a description of the profile of the company is required, introduced by its official prospectus (website, catalogs, etc.).

2.4 Economic Operators are required to be certified ISO 9001:2008 standards, the international standard of quality management, and/or equivalent to them, present evidence of the certificate, taking in consideration the following:

a. Scope of Certification, must coincide with the category of activity required above.

b. Certificates are required to be issued by official entities entitled to issue this type of certificates;

c. Certifications are required to be valid for the period of the assignment.

2.5 Economic Operators should have the following general experience and references:

a. have an experience in the area of not less than 7 years;

b. presenting the most important references of the accomplished works, in legal consultancy in the field of financial services for the issuance of international financial instruments as Eurobond, made during the last 5 years; Reference list is required to be official document issued by the project company participating in the competition, with full details and available for verification.

2.6 Economic Operators must submit:

a. The composition of the consultant's staff team.

b. CVs of the staff team, including: qualifications and specializations and the duration of job relations with the company.

2.7 For the evaluation of financial and economic capacity, Economic Operators must submit:

- a. Certified copies of the balance of the year the last three years, filed with the relevant authorities .
- b. Copies of the annual turnover declarations of last two years 2012 and 2013. Financial statements must be issued by the relevant tax authorities;

All documents must be original or certified copies thereof. Cases of non - submission of a document, or false or incomplete documents are considered conditions for disqualification.

Annex extra

[To be completed by the Economic Operator]

Statement about the legal situation

Released by the the economic operator who participate in the procurement procedure which will take place on date... from the Contracting Authority..... with object.....and limit fund.....

I the undersigned in the quality of of the economic operator..... declare that:

- The economic operator is not convicted of a criminal offense, in compliance with the article 45/1 of PPL,
- The economic operator is not convicted with a final decision of the court, related with its professional activity.

Date of submission of the declaration

Representative of the economic operator

Signature

Seal

TECHNCIAL SPECIFICATIONS

Annex 8

(NOT APPLICABLE IN THIS PROCEDURE)

[To be completed by the Contracting Authority]

TECHNCIAL SPECIFICATIONS

Annex 9

[To be completed by the Contracting Authority]

SERVICES AND EXECUTION SCHEDULE

Service required : In providing legal advice to the second Eurobond issuance with expertise in English law , to serve as a legal consultant in connection with the Eurobond issuance.

Execution deadlines : Within 2 months from the date of conclusion of contract .

Annex 10

TERMS OF REFERENCE

The Government of the Republic of Albania, represented by the Ministry of Finance is requesting proposals from law firms specialized in providing legal advice for Eurobond issuance with expertise in English Law, to serve as legal counsel in connection with the issuance of a sovereign Euro-denominated bond.

Scope of Services

Services to be provided by the selected counsel shall include, but are not limited to the following:

- Assistance with the structuring of the issue and participation in any due diligence processes
- Legal advice for the negotiation of terms for any mandate letter concluded with the selected lead-managers
- Assistance for the formulation and review of the Prospectus
- Review and negotiation on our behalf of all legal documents necessary and connected to the authorization, issuance and delivery of the bonds, including without limitation: subscription agreement, fiscal agency agreement, global note, deed of covenant, signing and closing documents, and all other related documents
- Delivery of a legal opinion with respect to the authorization and valid issuance of the bonds by the Ministry of Finance of Albania

Purpose of Services

Ensuring that the best interests of the Ministry of Finance are served and that at no time those interests are harmed as a result of any and all transactions related to the issue of Eurobond.

Duties

The Legal Counsel shall comply with the demands of the Contracting Authority, be present whenever asked to, and for as long as the provision of related consulting services is deemed necessary for the entire duration of the Eurobond issuing process.

Place and frequency of services

Ministry of Finance, specifically the General Directorate of Debt Management, and anywhere else necessary, whenever and as often as the Ministry of Finance needs the assistance of the legal counsel in connection with the entire Eurobond process.

Confidentiality

The documents and data that will be available to the company should be considered confidential and should not be transmitted to third parties.

The requirement of reference terms (Qualifications) must be fulfilled by the Bidder .

Annex 11

[To be completed by the Contracting Authority]

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER¹

[Place and date]

[Name and address of the contracting authority]

[Address of Bidder]

Dear Sir/Madam <Contact name>

Thank you for participating in the above-mentioned public procurement procedure. The procedure was conducted in accordance with the Law “On Public Procurement”, no. 9643, dated 20.11.2006, henceforth “the PP Law”.

Your tender was carefully evaluated against the conditions and requirements established in the procurement notice and in the tender dossier. I regret to inform you that you were [disqualified] [eliminated because the tender submitted by you was rejected due to the following reason(s) [mark appropriate box]:

[your subject]

- participated in the preparation of the contract notice, or tender dossier, or its part(s), which was used by the contracting authority.
- received illegal assistance while preparing the contract notice, or the tender dossier, or part of it.

[your subject]

- Have/has been determined by a court of competent jurisdiction to have committed a criminal or civil offence involving corrupt practices, money laundering, criminal organization or activities described, or similar to those described in Article 45 of the PPL, under the laws or regulations applicable in Albania, or under international agreements or conventions;
- Have/has been determined by a court of competent jurisdiction to have committed an act of fraud, or an act equivalent to fraud;

¹ This notification should be used in case of procurement procedures which make use of written form (hard copy).

- Have/has been determined to have engaged in unprofessional conduct by a court of competent jurisdiction;
- Is under criminal proceedings for one of the penal offenses described in article 45 of the PPL;
- Is bankrupt or wound up, and your affairs are being administrated by the court, in accordance with article 45, 2(b) of the PPL;
- Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court, or of an arrangement with the creditors, or of any other similar proceedings, in accordance with article 45, 2(c) of the PPL;
- Has been convicted by a definitive judgment of any offence concerning his professional conduct;
- Has not fulfilled his obligations to pay social security contributions, in accordance with the Albanian law or the applicable provisions in the country of origin;
- Has not fulfilled its obligations relating to the payment of taxes, in accordance with the Albanian law, or the applicable provisions in the country of origin.

You failed to submit:

- Required certifications or attestations demonstrating or affirming that you are not disqualified under Article 45 of the PP Law;
- A certificate, document or other sufficient evidence that has been reasonably required by the contracting authority, under Article 46 of the PPL (*respective sections in the TD*) for the purpose of verifying your professional suitability;
- Sufficient evidence, as described under Article 46 of the PP Law (*respective sections in the TD*), reasonably demonstrating that such candidate or Bidder meets the minimum financial, technical and professional capacity requirements, specified in the tender dossier or contract notice;
- It has been determined by the Contracting Authority that you have submitted documents containing false information, or documents forged for purposes of qualification;
- Your tender [is not responsive] [is irregular] [is abnormally low];
- You failed to comply with the tender security requirements;
- (any other reason, apart from the above)

JUSTIFICATION

[You were disqualified] [your tender was rejected] due to the following reason(s):

[*State detailed reasons for disqualification or rejection of tender accordingly*]

Tender for contract of consultancy services

If you believe that the Contracting Authority, during the public procurement procedure, has breached the PPL or its implementing regulations, you have the right to initiate the review procedure, as regulated in Chapter VII of the PP Law.

Although we have not been able to make use of your services on this occasion, I trust that you will continue to take an active interest in our procurement initiatives.

Respetfully
< **Name** >

Annex 12

[*To be completed by the Contracting Authority*]

AWARD NOTIFICATION FORM

[Date _____]

To: *[Name and address of the awarded Bidder]*

Procurement procedure:

Short description of the contract: *[Quantities, scope and duration of contract]*

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

We notify you that the following have participated in this procedure with these respective offered values:

1. _____ Amount (*expressed in figures and words*) _____

2. _____ Amount (*expressed in figures and words*) _____

Etj. _____ Amount (*expressed in figures and words*) _____

The following Bidders have been disqualified:

1. _____

2. _____

Respectively for the following reasons:

* * *

Referring to the above-mentioned procedure, we inform *[name and address of awarded Bidder]* that the submitted tender, of a total value of *[respective amount expressed in words and figures]* has been identified as the successful tender.

Consequently, you are kindly asked to submit to *[name and address of the contracting authority and the contact reference]* the signed copy of the contract and the contract security, as provided with the tender documents, within _____ days from the notice receipt.

If you don't comply with this request, or you withdraw from contract signing, your tender security shall be forfeited as provided in article 49 of law no. 9643, dated 20.11.2007 "On public procurement" *[date]* *[nummber]*.

Notification on Classification was made on the date of _____

Complaints: yes or no _____

(if applicable) received response in the date of _____

[Head of the Contracting Authority]

Annex 13

GENERAL CONDITIONS OF THE CONTRACT Consultancy Services

Article 1 Purpose

- 1.1 These General Conditions of the Contract (GCC) shall apply for the purchase of Consultancy Services.
- 1.2 The Law of the Republic of Albania ‘On Public Procurement’ provides that the provisions of the Civil Albanian Code shall apply to the contracts of public procurement. Some provisions of this Code are expressed in the GCC as well, in order to increase the level of transparency in the contractual conditions. However, quoting some provision in this part, does not deny in any way the application of the other provisions of the Civil Code for this contract.
- 1.3 Similarly, some provisions of the Law on Public Procurement are expressed again in the GCC, in order to increase transparency in the law which regulates public procurement. However, the quoting of some provisions in this part, does not deny the application of other provisions of the Law on Public Procurement, regarding the parties’ rights, duties and obligations.
- 1.4 The GCC shall apply to the extent they do not leave behind the conditions or provisions, foreseen in other parts of the contract.

The conditions of the contract also include the Special conditions of the Contract (SCC). In case of conflict between GCC and SCC. SSC shall prevail on the GCC.

Article 2: Definitions

- 2.1 “Contract” means the written agreement between the Contracting authority and the Contractor, which comprises the Tender Documents, including GCC and SCC, all attachments and completed forms, which are referred in each document.
- 2.2 “Contract Price” means the price to be paid to the Contractor, in accordance with the contract for the complete and precise implementation of his contractual obligations.
- 2.3 “Object of Contract” means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.
- 2.4 “Party (-ies)” mean the signatories of the contract.
- 2.5 “Contracting Authority” means the Contracting Authority which is a party to this Contract, and which contracts the Goods of this contract. This term shall have the same meaning with the one defined in the law.

- 2.6 “Contractor” means the natural or legal person, which is party in this contract and, in accordance with the provisions of this contract, is the one who supplies the Goods.
- 2.7 “Services” means all the tasks to be fulfilled by the Contractor according to the contract.
- 2.8 "Terms of Reference" express the object and purpose of the contract; define the duties, requirements, objectives, distribution, location and delivery of services to be provided.

Article 3 Drafting of the Contract

- 3.1 The notification of the awarded tender shall serve for the preparation of the contract between the parties, which should be signed within the time limit, expressed in the Tender Documents.
- 3.2 The existence of the contract shall be confirmed with the signature of the contract document, embodying all the agreements between the parties.

Article 4: Corrupted Practices, Conflict of Interest and Inspection of Reports

- 4.1 The Contracting Authority can request the Court to declare as illegal the contract, if he discovers that the Contractor carried out corruptive acts. Corruptive acts include all acts described in Article 26 of the Law on Public Procurement.
- 4.2 The Contractor should not have relations (current or past ones) with any of the consultants or any other entity, which participated in the preparation of the Tender Documents for the named procurement.
- 4.3 The Contractor agrees to exclude himself from the procurement of goods, services or construction that may ensue as a result of or in connection with, this contract.
- 4.4 The Contractor should allow the Contracting Authority to inspect the accounts and the registers, which are related to the implementation of the Contract, or to nominate people appointed by the Contracting Authority, as controllers to inspect them.

Article 5: Confidential Information

- 5.1 The Contractor and the Contracting Authority should keep as confidential all the documents, data and other information provided by the other party, in relation with the Contract.
- 5.2 The Contractor can give to a Sub-contractor such documents, data or other information taken by the Contracting Authority to the extent required by the Sub-contractor to carry out its part of the work, in accordance with the Contract. In these cases, the Contractor shall include in his contract with the Sub-contractor a provision, which deals with confidentiality, as mentioned above in Paragraph 5.1.

Article 6: Intellectual Property

- 6.1 Except when otherwise provided in the Contract, all the rights of intellectual property, provided by the Contractor during the implementation of the Contract, shall belong to the Contracting Authority, which may use them, as it deems appropriate.
- 6.2 Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, should submit to the Contracting Authority all the reports and other data, such as maps, diagrams, specifications, plans, accounts, statistics and supporting registers or materials gathered or prepared by the Contractor during the implementation of the Contract. The Contractor can keep copies of these documents and data, but he should not use them for purposes, which are not related to the Contract, without a preliminary written permission of the Contracting Authority.
- 6.3 The Contractor should insure the Contracting Authority against the lack of responsibility for infringement of rights related to the intellectual property, which may arise from the production or distribution of Goods, in accordance with the Contract.
- 6.4 If there is any claim or suit against the Contracting Authority, regarding any infringement of the intellectual property, caused during the implementation of the Contract or during the use of Goods, supplied in accordance with the Contract, the Contractor should provide to the Contracting Authority all the evidence and the necessary information, which is related to the named indictment or claim.

Article 7 General Obligations of the Contractor

- 7.1 The Contractor shall perform services and fulfill its obligations with all efforts, efficient and economic techniques and in accordance with accepted professional practices in general.
- 7.2 The Contractor shall follow safe business practices and utilize advanced technology and convenient and safe methods.
- 7.3 If the contract requires the performance of professional advisory services, the Contractor shall always act as a faithful adviser of the Contracting Authority, in accordance with the rules and code of conduct of his profession and should always support and protect the public interest.
- 7.4 If the contract requires the performance of professional advisory services, the Contractor shall exercise full care in relationships with third parties including the media and should not take part in actions that are outside its competence in the representation of the Contracting Authority.

Article 8 Special Obligations of the Contractor

- 8.1 The Contractor shall perform all services as specified in the Terms of Reference.

- 8.2 The Contractor shall submit to the Contracting Authority, all services, in quantities determined, as required by the contract including, but not limited, all reports, documents, studies, drawings and plans.
- 8.3 The Contractor shall provide reports related to the implementation of the Services as required in the contract.

Article 9 Specification and Drawings

- 9.1 If the contract requires mapping services, the Contractor shall draw all the specifications and drawings of systems using accepted and generally recognized acceptable to the Contracting Authorities and take into account the latest standards.
- 9.2 If the contract requires mapping services, the Contractor shall ensure that all specifications, drawings and other requirements have been prepared under neutral in terms of promotion of competition in the procurement of drawing objects.

Article 10 Permits and Licenses

- 10.1 The Contractor shall be responsible for securing permits or licenses as required by the laws of the Republic of Albania for the delivery of services in this contract already the case when the parties agree otherwise.

Article 11 Replacement of the key personnel

- 11.1 The Contractor shall provide prior written approval by the Contracting Authority before the removal or replacement of key personnel as described in Contractor's bid.
- 11.2 The Contractor shall replace any employee in the contracting authority finds that a person has committed illegal acts or contracting authority is quite satisfied with the work of the person.
- 11.3 If it becomes necessary to replace any key personnel, the Contractor shall provide as a replacement a person with equivalent qualifications or better.
- 11.4 The Contractor shall pay the additional cost for replacement of main personnel unless the substitution has been the cause of the negligence or lack of care to the Contracting Authority.

Article 12 Location

- 12.1 Services must be performed at the place or places specified in the contract.
- 12.1 If the country is not specified, the Contracting Authority reserves the right to approve the place or places of service delivery, however, approval should not be delayed unreasonably.

Article 13 Insurance of Professional Responsibility

- 13.1 The Contractor shall maintain professional liability insurance for under the rules and practices generally recognized in the profession to reimburse the Contracting Authority for damages resulting from negligence, errors or omissions in the performance of the Services.
- 13.2 When not defined in the minimum amount of insurance contract, the Contractor shall provide insurance in an amount generally recognized as sufficient under the circumstances of the services being provided.

Article 14 Contract Price

- 14.1 The contract price shall be the price submitted with the Contractor's tender and accepted by the Contracting Authority.

Article 15 Payment terms

- 15.1 The contract price, including any advance payment, should be paid on time, as specified in the Contract.
- 15.2 Except when otherwise provided in another provision of the Contract, the payment shall be effectuated with Albanian currency. The exchange rate for different currencies shall be the rate of the Bank of Albania of the day the contract notice was sent, as established in the contract.
- 15.3 Except when otherwise provided in another provision of the Contract, the Contractor's request for payment shall be addressed in writing to the Contracting Authority. For any request the Contractor shall submit the original and the copy, accompanied by a list of items describing the services rendered, for which payment should be made.
- 15.4 Except when otherwise provided in another provision of the Contract, the payment for the Goods shall be effectuated within 30 calendar days, from the day the Goods have been accepted, or the day of request receipt, whichever comes later.
- 15.5 The date of payment shall be the date when funds are transferred from the bank account of the Contracting Authority.

Article 16 Delays in Payment

- 16.1 The compensation of damages, which were caused by delays in payment, consist in the usury gathered from the date of the beginning of delay (by the Contracting Authority) in the official currency of the country where the payment shall be effectuated. Law shall establish the percentage of the interest. At the end of each year, the interest shall be added to the total amount, on which they are calculated.
- 16.2 The legal interest is paid without forcing the creditor (the Contractor) to prove any damage. If the creditor (the Contractor) proves that he has undergone a higher damage than

the legal interest, the debtor (Contracting Authority) should pay the remaining value of the damage.

Article 17 Amendment of the Law and Rules

17.1 If, after the date of contract signing, any law, regulation, directive or procedure with the effect of the law in the Republic of Albania comes into force, is issued or amends and affects the conditions, including the date of delivery, or the contract price, the terms and conditions and the price of the Contract shall be regulated at the extent the Contractor has been affected in meeting his obligations, in accordance with the Contract.

Article 18 Force Major

18.1 The Contractor should not be held responsible for the loss of the Contract Security, for liquidated damages or cancellation for non-fulfillment, if, and to the extent the delay or any other failure in carrying out his obligations in accordance with the contract, is the result of a force major.

18.1 For the purposes of this article, “Force Major” means an unforeseen happening or event outside the control of the Contractor regarding fault or negligence. These events can include, but are not limited to the actions of the Contracting Authority, in its sovereign or contractual capacities, war or revolutions, fire, flood, earthquake, epidemics, quarantine pressure and transit embargo.

18.2 If a situation of a force major occurs, the Contractor should immediately notify the Contracting Authority. Except when the Contracting Authority gives different directives, the Contractor should continue implementing all its obligations, in accordance with the Contract, at a reasonable extent, and should require all reasonable means for this implementation, which are not obstructed by any Force Major.

Article 19 Delays in Implementation and Extension of Time Limits

19.1 Except when otherwise provided, the Contractor should start to implement the Contract, immediately following its signing.

19.2 Except when the Contracting Authority agrees for an extension of the Contract time limits, the Contracting Authority has the right to liquidate the damages for the delay in implementation, if the Contractor fails to deliver the Goods within the complete execution period, as specified in the Contract.

19.3 The Contracting Authority may deduct the value of liquidated damages from the amount to be paid to the Contractor. In this case, the Contracting Authority should give to the Contractor a written notification on the value and reason of such deduction.

19.4 The Contracting Authority should agree on an extension of the time limits, in cases of force major.

19.5 The Contracting Authority can agree on an extension of the time limits, even in other circumstances, if it is in the public interest. If the Contractor encounters conditions, which obstruct the implementation in time, the Contractor shall promptly notify in writing the Contracting Authority regarding the delay, the causes and the date proposed for the delivery or the conclusion. The Contracting Authority should evaluate the request. If the Contracting Authority agrees with the delay, the extension shall entry into force with a written amendment of the Contract, signed by the Contracting Authority and the Contractor.

Article 20 Liquidated Damages for Delayed Submission

20.1 Liquidated damages for delayed goods delivery shall be calculated with the following daily fees:

- a) For contracts with an implementing period, not more than 6 months, the daily fee shall be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.
- b) For contracts with an implementing period, not more than 12 months, the daily fee shall be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.
- c) For contracts with an implementing period more than 12 months, the daily fee shall be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 21 Negotiations and Amendments

21.1 The parties shall not negotiate for modifications or amendments in any of the elements of the Contract, which would considerably change the conditions constituting the basis for the selection of the Contractor.

21.2 No amendment or any other contract variation shall be valid without being in written form, dated and referring expressly to the Contract, or if it is not signed by an authorized representative of the Contractor and of the Contracting Authority.

21.1 Any waiving from rights, powers or corrections of the parties, in accordance with the Contract, shall be done in writing, shall have a date and should be signed by an authorized representative of the party, which withdraws from such right, and should specify the right and the extent of it.

Article 22 Modification of Order

22.1 The Contracting Authority reserves the right to order additional services up to an amount which does not exceed 20% of the total price of the contract. Each additional order shall be made consistently and in accordance with the rules and procedures anticipated in the Law for Public Procurement.

Article 23 Suspension due to Default

23.1 The Contracting Authority may cancel the Contract, completely or partly, if:

- a) The Contractor fails to complete the delivery of Goods within the specified time limit in the Contract, or within the granted extension; or,
- b) The Contractor fails to fulfill any other obligation of the Contract.

Article 24 Cancellation due to Bankruptcy

- 24.1 The Contracting Authority may cancel the Contract at any time, if the Contractor is bankrupt or becomes unable to pay.
- 24.1 The Contracting Authority should give to the Contractor a written notification regarding the cancellation.

Article 25 Cancellation in the public interest

- 25.1 The Contracting Authority may cancel the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.
- 25.2 The Contracting Authority should give a written notification to the Contractor, regarding this cancellation.
- 25.1 The Contracting Authority should pay the Contractor for all accepted Goods and related Services, which were delivered prior to cancellation and should pay the Contractor for the damages caused by the partial delivery of Goods and Related Services. While calculating the value of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize the damages.

Article 26 Sub-Contracting

- 26.1 Sub-contracting shall be valid only if it exists in the form of a written agreement, through which the Contractor accredits a part of the contract's obligations to a third party.
- 26.2 The Contractor shall not sub-contract without a prior written approval of the Contracting Authority and not more than 40% of the contract value. The Contractor should notify the Contracting Authority regarding the Contract elements, which have been sub-contracted and regarding the documentation that proves the capability of the Sub-contractor. Within 5 days from the receipt of notification, the Contracting Authority should notify the Contractor about his decision, expressing the reasons whether he approves it or not.
- 26.3 Every Sub-contractor should have the right to participate in public procurement, in accordance with the Law on Public Procurement. The Contracting Authority may foresee direct payments for the sub-contractor in return of goods that he shall supply.
- 26.4 When the Contractor intends to perform a part of work with subcontractors, must submit the bid, the tender documents, all documentation required for subcontractors as well as concrete work that will give the subcontracting.

26.5 The Contractor remains fully responsible for the contract implementation, regardless the sub-contractor's performance.

Article 27 Transfer of Rights

27.1 The Contractor should not completely or partly, transfer his obligations according to the Contract, except when preliminary approval of the Contracting Authority is taken.

Article 28 Contract Insurance

28.1 Within 30 days from the receipt of the notification for the contract award, the Contractor should give to the Contracting Authority the guarantee of a Contract Insurance at the acceptable amount and form, as specified in the Contract. Failure in providing a Contract Insurance in the required form and amount, within 30 days, shall result in the cancellation of the Contract and in the forfeit of the Contractor's Tender Insurance.

28.1 The amount of the Contract Insurance shall be paid to the Contracting Authority as a compensation for any loss, resulting from failure of the Contractor in meeting his obligations, in accordance with the Contract.

28.2 The contract insurance will be paid back to the Contractor not later than 30 days after the date of implementation of Services.

Article 29 Legal framework

29.1 The Contract shall be governed and interpreted following the Laws of the Republic of Albania.

Article 30 Settlement of Disputes

30.1 The Contractual Authority and the Contractor must make any possible effort to settle disagreements or conflicts between them or regarding this agreement through direct negotiations.

30.2 If the parties fail to settle the disagreement or conflict, the problems will be considered through the dissolution of agreements according to the contract and the law procedures in force in virtue of the legislation of the Republic of Albania.

Article 31 Representation of Parties

31.1 Each party must nominate by a written document a person or organizational position, which will be responsible, on behalf of the party, for the receipt of communications and the representation of the party during the contract's execution.

31.1 Each party must immediately inform the other party on any modification in the nomination of party's representative. If one of the parties fails to inform the other, it must assume any losses caused as result of the failure to give sufficient notice.

31.2 The parties may nominate additional organizational units or persons to represent the party in specific actions or activities. In this case, the written notice must specify the extent of representative's authority.

Article 32 Notices

32.1 Any notice given by one of the parties to the other party according to the contract must be written in a document in the address specified in the contract.

32.1 The notice will come into effect immediately upon handing over.

Article 33 Calculations of Deadlines

33.1 All day references will be given in calendar days unless otherwise stipulated.

Annex 14

SPECIAL CONDITIONS OF THE CONTRACT Consultancy Services

The following special conditions of the Contract will be a complement part of the General Conditions of the Contract. In case of discrepancies between the GCC and SCC, the SCC shall prevail.

Article 1 Definitions

1.1 The Contracting Authority is: _____

1.2 The Contractor is: _____.

Article 2 Performance Security

2.1 Performance security in the amount of (10% of the contract value) should be offered from the contractor to ensure the execution of his duties according to the contract.

2.2 Performance security shall be issued or returned, immediately to the Contractor according to the following form: *Thirty days after the completion of the contract.*

Article 3 Commencement of the Contract

3.1 The execution of the contract shall commence after the contract signing.

Article 4 Location of Services

4.1 The services shall be carried out in: _____.

Article 5 Information to be given by the Contracting Authority

5.1 Within 15 days after the contract signing, the Contracting Authority shall furnish the following information and documents to the Contractor:

Article 6 Reporting Requirements

6.1 During contract duration, the Contractor shall provide records for the Contracting Authority according to the following Schedule: _____.

Article 7 Insurance of Professional Responsibility

7.1 Before the commencement of contract execution, the Contractor shall provide the Contracting Authority with evidence for the insurance of professional responsibility with a minimum amount as follows: a minimum amount equal with the price defined in the tender documents for the Project execution and will endure until the end of the Project implementation.

Article 8 Terms of Payment

8.1 Payment for Services should be made as follows hereunder: *(will be completed from the Contracting Authority during the second phase of the procedure)*.

8.2 Each payment listed in paragraph 8.1 shall be made within 30 (thirty) days upon submission from the date of tax invoice receipt and the documents specified in paragraph 8.1 after it is signed the act of acceptance for the execution of service by the representative of Contracting Authority.

8.3 The payment currency shall be _____.

Article 9 Payment in advance

9.1 The Advance payment will be _____ of the contract price. If left blank, the Contractor will not take any advance payment.

9.2 If is promised any advance payment, the advance will be paid within _____ days from the receipt of the Contract Guarantee.

9.3 If any advance payment is paid, the amount will be withdrawn from the interim payments that will be paid to the Contractor according to the following formula:
_____.

Article10: Representation of Parties

10.1 The person who shall be in charge, on behalf of the Contracting Authority for receiving communications and for the representation of the party in issues related to the execution of the contract is:

Mr./Mrs.

Tel :.....

Fax:.....

E-mail:.....

10.2 The person who shall be in charge, on behalf of the Contractor for receiving communications and for the representation of the party in issues related to the execution of the contract is:

Mr./Mrs.–

Tel :.....

Fax:.....

E-mail:.....

Annex 15

(To be completed by the Contracting Authority)

CONTRACT FORM

Title of Contract: _____

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

As soon as, the Contracting Authority submits a request for the Realization of Services, referring to Procurement (object) _____

As soon as, the Contractor, through his Tender, dated on [date] agrees to supply the Goods, as specified in the conditions set in:

- This Contract Form
- Proposal Declaration Form, submitted by the Bidder
- General Eligibility/Qualification Requirements
- Economic Proposal Form
- Technical Specifications
- Services and Graphic of Execution
- General Conditions of the Contract
- Specific Conditions of the Contract
- Award Notification Form
- Performance Security Form
- Terms of Reference

All these documents, herein attached constitute an integral part of this Contract. As soon as the Contracting Authority accepts the Tender from the Contractor, at the amount of _____ for the realization of Services;

The parties agree as follows:

1. The Contractor shall submit a Performance Security in the amount of: _____ and in the form: _____, on the date or prior to the date, indicated in the Award Notification Form.

2. The Contractor is liable to perform the Services for the Contracting Authority, as required in this Contract.
3. The Contracting Authority is liable to pay for the Services, in the amount specified in this Contract.
4. The words and phrases in this Contract Form shall mean the same as expressed in the Contract's Conditions.
5. The parties in this Contract are responsible for failure or inadequate implementation of their contractual obligations and damages, which were caused to both parties as a result of default of obligations, which are considered as subjects for compensation, complying with the Contract's Conditions.

Today, on ___/ ___/___/ the parties agree to sign this Contract Form.

Contracting Authority

Contractor

Name and signature of Representative

Name and signature of Representative

Seal:

Seal:

Address:

Address:

Tel:

Tel:

Annex 16

(To be completed by the Contracting Authority)

NOTICE PUBLICATION FORM FOR THE SIGNED CONTRACT

Section I Contracting Authority

Name and address of contracting authority:

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

I.2 Type of contracting authority and main activity/ies:

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

Section II Object of the Contract

II.1 Type of Contract

Works	Services	Goods
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of “Public Contracts for Works”

Execution of Works	Design and execution of works
<input type="checkbox"/>	<input type="checkbox"/>

Type of ‘Public Contracts for Services’

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

Type of ‘Public Contracts for Goods’

Purchase	Rent	Leasing	Hire purchase	A combination of them
----------	------	---------	---------------	-----------------------

II.2 Short description of the contract

- 1. Limit fund _____
- 2. Source of Financing _____
- 3. Object of contract

II.3 Duration of the contract or time period for completion:

Duration in months or days

or

Starting / / and completion / /

II.4 Division into LOTS:

Yes No

If yes, the number of LOTS:

II.5 Options:

Number of possible renewals (if any):

or Range: between and .

Section III. Procedure

III.1 Type of procedure:

Open	Limited	With negotiation	Design Contest	Consultancy service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In case of negotiated procedure:

Justification to select the negotiated procedure, without prior publication of the contract notice:

III.2 Award criteria:

The best offer based on:

Price Technical Proposal

III.3 Number of submitted requests: Number of regular requests:

III.3.1 Number of submitted proposals Number of regular proposals

Section IV **Information on the contract**

IV.1 Number of Contract: _____ Date of Contract / /

IV.2 Name and address of the contractor

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

IV.3 Total final value of the contract (including lots and options):

Value _____ (without VAT) Currency _____
Value _____ (with VAT) Currency _____

IV.4 Additional information

Distribution Date of this notification / /

Annex 17

[Letterhead paper of Bank / Insurance Company]

[To be completed by the Economic Operator]

CONTRACT SECURITY FORM

[Date _____]

To: *[Name and address of the Contracting Authority]*

On behalf of: *[Name and address of the secured Bidder]*

Procurement procedure: *[type of procedure]*

Short description of the contract: *[object]*

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

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

we certify that *[name of the awarded Bidder]* has made a deposit near the *[name and address of the bank / insurance company]* at the amount of *[currency and amount both in letters and numbers]* as a condition to secure the performance of the contract to be signed with *[name of contracting authority]*

We undertake to transfer to the account of *[name of the contracting authority]* the secured amount, within 15 (fifteen) days from your first written request, without asking explanations, on condition that the request mentions the non-fulfillment of the obligations of the contract.

This Security is valid until the contract will be completely performed.

[Representative of the bank / insurance company]

Annex 18

COMPLAINT FORM TO THE CONTRACTING AUTHORITY

Complaint addressed to: *Contracting Authority*

Section I. Identification of the Complainant

Ankimuesi mund të jetë një ofertues ose ofertues i mundshëm (psh, si individ, në partneritet, në bashkëpunim, në bashkim shoqërisht).

Complainant's full name (please type)

Address

City

State

Postal code/Zip code

Telephone No. (including area code)

Fax No. (including area code)

E-mail

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

Signature of authorized official

Date (year/month/day)

Telephone No. (including area code)

Fax No. (including area code)

Section II. Information on the Procedure

1. Number of Identification

*Fill in the contract number provide in the contract notice or tender documents including the **type of procedure used** for the procurement in dispute (e.g. Request for Proposal [RFP], Open procedure [OP], Restricted procedure [RP], Negotiated Procedure [NP], Consultative Service [CS], Design Contest [DC].*

2. Contracting Authority

Name of the contracting authority administering the procurement process

3. Estimated Value of the Procurement

Llogaritja e vlerës së kontratës (shuma e shprehur në shifra dhe fjalë)

4. Object of the Contract

Short description of the contract: works/ goods/ service being acquired

5. Deadline for Tender Submission

Deadline for the submission of tenders

Date (year/month/day)

6. Contract Award Date

Date (year/month/day) if applicable

Section III. Description of the complaint

1. Complaint Legal Grounds

(write down the legal infringement with regard to decisions, actions, documents etc)

2. Detailed Statement of the Facts and Arguments

Give a detailed statement of the facts and arguments supporting your complaint. For any reason of the complaint specify the date you were informed on the facts related to the complaint reasons. Point out the respective sections of the tender documents, if applicable. Use additional pages if necessary.

3. List of Attachments

*In order for a complaint to be considered filed, it must be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would normally include **any notice published, all tender documents, with all amendments and attachments; your proposal; all related correspondence and any written information that relates to any objection that you made.** Indicate which information, if any, is confidential. Explain why the information is confidential and provide either a version of the relevant documents with confidential portions removed or a summary of the contents.*

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

Note: For complaints at the Commission of Public Procurement, you should refer to the Complaint Form issued by this institution.

Fax No:

E-mail:

Signature and Seal of Complainant