

**REPUBLIC OF ALBANIA**

**MINISTRY OF URBAN DEVELOPMENT**

**National Territorial Planning Agency**

**TENDER DOCUMENTS FOR CONSULTANCY SERVICES**

**For**

“**DETAILED DESIGN OF REHABILITATION OF NATIONAL THEATRE OF**

**OPERA AND BALLET AND FOLK ENSEMBLE”**

**CONTRACT NOTICE**

**Section I Contracting Authority**

**1.1 Name and address of the contracting authority**

Name National Territorial Planning Agency

Address Rruga “Muhamet Gjollesha” , No.57, Tirana

Tel/Fax ++35542272556 / ++355692175278

E-mail edi.naqellari@yahoo.com

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

**1.2 Type of the contracting authority and main activity or activities:**

|  |  |
| --- | --- |
| Central institution | Independent institution |
| **** | **** |
| Regional/local Entity | Other |
| **** | **X**  |

**1.3 Contract in the frame of a specific Agreement between Albania and another Foreign Country:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **X** |

**Section II Object of the contract**

**2.1 Type of contract**

|  |  |  |
| --- | --- | --- |
| Works | Services | Supplies |
| **** | **X** | **** |

**Type of ‘Public service contracts’**

|  |  |  |
| --- | --- | --- |
| Design contest | Consultancy services | Other services |
| **** | **X**  | **** |

**2.1.2 Contract base on Framework Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **X** |

**2.1.3 II.1.3 Type of Framework Agreement**

**With 1 Economic Operator **

**With several economic operators **

**All conditions are set **

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 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 Short description of the contract**

1. Limit Fund: **30.318.750 Albanian Leke (VAT excluded)**
2. Financing Source: **State Budget Funds.**
3. Contract description: “**Detailed design of rehabilitation of National Theatre of Opera and Ballet and Folk Ensemble”**

**2. 3 Duration of the contract or time-limit for completion:**

Starting from the date of conclusion of the contract , with completion within 60 days.

**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 the contrac:**

**Scanderbeg Square, Tirana, Albania**

**2.5 Division into LOTS:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **X** |

**If yes**

**2.6 Short description of the lots**

**(**The quantities or scope and the limit fund of LOTS )

1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Etc.

**2.7 Options:**  Number of possible renewals *(if any):* ****or: from **** up to ****

**2.8 Variants will be accepted:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **X** |

**Section Legal, economic, financial and technical information**

**3.1 Eligibility Criteria 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

**Section 4 Procedure**

**4.1 Type of procedure: Consulting Services**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

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 at least 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**X** **Technical proposal X**

**Technical Evaluation Criteria Points**

(i) Similar works experience of the Consultant [0-20]

(ii) Proposed Method Statement [0-50]

(Technical approach and method statement, work plan, organizational scheme)

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

(iv) Transfer of Knowledge, (not requested) [0-0]

**4.3 The deadline for the submission of the requests for expression of interest:**

**Date: 22/06/2015**, **Time: 16:00**

**Place: 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**](http://www.gov.al)

**4.4 The deadline for opening of the requests for expression of interest:**
**Date: 22/06/2015,** **Time: 16:00**

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

**4.5 Validity period of the proposal: \_\_\_\_**

**4.6** **Language(s) in which the proposal and the expression of interest may be drawn up:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Albanian X**  |  |  **English** | **X** |
| Other | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. **Complementary information**

**5.1 Payable documents:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **X** |

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

**Tender documents for this procedure are in albanian and english language. Documents submitted by economic operators must be in albanian and/or english language.**

**The foreign tenderers (economic operators), in order to use the electronic procurement system, must register on-line as an economic operator at the following address** [**https://www.app.gov.al/ep/Registration.aspx**](https://www.app.gov.al/ep/Registration.aspx)**.**

**Further instruction for foreign tenderers may be obtained at the “EPS user manual – Economic Operators”, which can be downloaded from the website** [**www.app.gov.al**](http://www.app.gov.al)**.**

Date of dispatch of this notice **09.06.2015**

**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 be submitted to the following address:

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

**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 subitted 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 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.

4.8Illegal 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 [0-20]

(ii) Proposed Method Statement [0-50]

(Technical approach and method statement, work plan, organizational scheme)

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

(iv) Transfer of Knowledge, (if requested) [0-00]

**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

 Pl- The Lowest Offered Price

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

**Pe = 100 x Pl / 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.

* 1. **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.

* 1. 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 .*

**Annex 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**](http://www.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 combinated technical and financial results, by using the range indicated on Tender Documents. The Bidder who reaches the best combinated 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.

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

5. 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**

Bidder Representative

Signature

Stamp

Please find attached and complete the following tables:

**Consultant’s Budget**

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

1. Fees (Remuneration)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Job titles | m/days | In the field | In home office | Total period | Expert/rate | Total  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total fees |  |  |  |  |  |  |

**Reimbursable expenses**

1. Per diem allowance (daily payment)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Place  | Number  | Rate period | Per diem | Total  |
| .......... |  |  |  |  |
| Total per diem |  |  |  |  |

1. Air travel (full economy class or equivalent)

|  |  |  |  |
| --- | --- | --- | --- |
| Routing  | Air Fare | No. Of Flights | Total  |
| t/b/d |  |  |  |
| Total air travel |  |  |  |

1. Local travel

(Travel from home to departure airport and return and reasonable local travel when abroad)

|  |  |  |  |
| --- | --- | --- | --- |
| Journey  | Cost  | No of days | Total  |
| Local transport (from airport etc) |  |  |  |
| Car hire  |  |  |  |
| Total local travel |  |  |  |

1. Miscellaneous

|  |  |  |
| --- | --- | --- |
| Item  | Comment  | Total  |
| Miscellaneous expenses (reports, communication, IT etc) |  |  |

|  |  |
| --- | --- |
| Total  |  |

Bidder Representative

Signature

Stamp

**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 above-mentioned 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;

1. The Bidder has refused to sign the procurement contract when required by the contracting authority;
2. 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*]

(Note down the information you wish to remain confidential)

|  |  |  |  |
| --- | --- | --- | --- |
| 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

**Annex 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 Excerpt of the Commercial Register for the Data of Subject issued by the National Registration Center, the Excerpt of the company’s history issued by the National Registration Center, as well as a statement released by the company as per Annex no.10 “Statement About the Legal Situation”.

1. **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 Excerpt on the historic of the subject, issued by the National Registration Center.**

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:

**a.** Statement on Conflict of Interest, according to Annex 8 ;

**b**. 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.

**2. The candidate / bidder must submit:**

**2.1.1 Legal capacity of economic operators:**

1. Excerpt of the Commercial Register for the Data of Subject issued by the National Registration Center, the Excerpt of the Company’s History issued by the National Registration Center, where the object of the activity is "consultancy services in civil buildings design ".
2. Excerpt of the Company’s History issued by the National Registration Center, wherein the activity of the economic operator should result in more than 10 years of active experience in the field of architectural design.
3. Professional license in the field of design activity, issued by the competent state authority (Ministry of Public Works and Transport or the Ministry of Urban Development).

**2.2. Economic and financial capacity**

1. Document issued by the Tax Office branch where the economic operator has his activity, for the company's annual turnover of the last three years (2012, 2013, 2014). The average annual turnover of the company for the last three years should not be less than the value of the contract limit fund.
2. Financial Statement, from one or more banks, for liquidity situation, in an amount not less than 10% of the limit fund, issued not earlier than 10 days from the date of opening of requests for expressions of interest .

**2.3. Technical capacity:**

1. An economic operator must prove his experience of previous similar service, with a value not less than 40% of the contract limit fund that is required to be procured, realized during the last three financial years.

- When similar service is realized for a public entity, the economic operator shall prove it by submitting the contract signed with the public entity, together with a document issued by the state institution for the successful realization of this contract.

- When similar service is realized for a private entity, the economic operator shall prove it by submitting the contract signed with the private entity and the invoice/tax bills, accordingly.

**2. Professional license of economic operator for the main categories:**

2a (Architectural Design of civilian-industrial-touristic, facilities of up 5 floors) issued by the Licensing Authority
2d (Interior Design) issued by the Licensing Authority

2e (Landscape Architecture), green surfaces, gardens and parks) issued by the Licensing Authority
Or, equivalent category of license according to the format issued by Licensing Authority.

To certify the fulfillment of this condition, the economic operator must submit the license of the company.

**3. Professional licenses of key staff responsible for implementing the contract, for the main categories:**
**Architect**

2a (Architectural Design of civilian-industrial-touristic, facilities of up 5 floors)

2d (Interior Design)

2e (Landscape Architecture, green surfaces, gardens and parks)

Or equivalent category of license according to the format issued by Licensing Authority

**Design-Build**

3a (civil - industrial – tourism facilities of masonry and reinforced concrete structure of up to 5 floors)
Or, equivalent category of license according to the format issued by Licensing Authority.

**Mechanical systems designer**

4a(Sanitation installations)

4b(Installation of thermal systems - ventilation - air conditioning)

5b (Water supply - discharge collectors)

Or, equivalent category of license according to the format issued by Licensing Authority.

**Electrical design**

4c (electrical lines - telephony - radio - intercom - alarm system - TV, etc, for civil buildings, industrial, tourist)

10e (Electric booth distribution network - low – medium voltage lines)

Or, equivalent category of license according to the format issued by Licensing Authority.

**4.** Economic operator must have in its key staff an acoustic expert. Acoustic expert must have experience in the design of minimum 2 social-cultural facilities, as theaters or opera.

**5.** Economic Operator must submit CV- a general description of the activity profile, general data regarding the experiences and interactions, in fulfillment of different projects in the field of detailed design of social-cultural buildings.

**6.** A list of the key staff, needed to implement the object of procurement, with diplomas, CV, professional licenses (when they have them) and cooperation agreements, the relevant labor contract or sub-contract if the staff is not part of the economic operator. Key staff for detailed design should have a minimum of 10 years working experience in the field of design for similar services.
If the economic operator / joint-venture engages foreign staff to implement the contract, foreign experts should submit a License / Certificate equivalent in their country of origin and their CV .

**7.** Average number of insured employees (workers and managing staff) must be not less than ten (10) for the period January 2014 - April 2015. Economic operator must submit a document issued by the Tax Administration, specifying the number of workers for each month. Technical director of the company, should be insured during this period (January 2014 – April 2015).

**8.** Economic Operator or Economic Operators Joint Venture, must submit:

•Certificate ISO 9001: 2008

The economic operator must be in possession of the certificate ISO 9001: 2008- the international standard of quality management, issued by official institutions accredited for this purpose. This Certificate must be valid at the time of tender development.

•Certificate ISO 14001: 2004 - environmental management system

The economic operator must be in possession of the certificate ISO 14001: 2004 - the international standard of environmental management issued by official institutions accredited for this purpose. This Certificate must be valid at the time of tender development.

Tender Documents can be downloaded at [www.app.gov.al](http://www.app.gov.al)

Tender documents for this procedure are in albanian and english language. Documents submitted by economic operators must be in albanian and/or english language.

The foreign tenderers (economic operators), in order to use the electronic procurement system, must register on-line as an economic operator at the following address <https://www.app.gov.al/ep/Registration.aspx>.

Further instruction for foreign tenderers may be obtained at the “EPS user manual – Economic Operators”, which can be downloaded from the website [www.app.gov.al](http://www.app.gov.al).

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 10

[*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 profesional activity.

Date of submission of the declaration ...................

Representative of the economic operator

Signature

Seal

### Annex 11

[ *To be completed by the Contracting Authority*]

### TECHNCIAL SPECIFICATIONS

See Terms of References Annex 14.

### Appendix12

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

PLANNING

OF THE CONTRACTS UNDER FRAMEWORK AGREEMENT

|  |
| --- |
| **Service**: **[ ]** Goods: **[ ]** Works:The total number of contracts under the Framework Agreement\_\_\_\_\_\_\_\_\_\_\_  |
| **Contract No.** | **Contract Title** | **Brief description of the Contract** |
| **01** |  |  |
| **02** |  |  |
| **03** |  |  |
| **…** |  |  |

###

### Annex 13

[*To be completed by the Contracting Authority*]

### SERVICES AND EXECUTION SCHEDULE

 **See TOB Project Planner**

For each of the above services, the respective summary report shall be submitted.

**Annex 14**

 **TERMS OF REFERENCE**

**Detailed Design of Rehabilitation of ​National Theatre of Opera and Ballet and Folk Ensemble**

**01 BACKGROUND INFORMATION**

**01.1. Beneficiary country**

Albania

**01.2.Contracting Authority**

National Territorial Planning Agency

**01.3. Background of “National Theatre of Opera and Ballet and Folk Ensemble”**

The National Theatre of Opera and Ballet and Folk Ensemble is located in the centre of

"Skanderbeg" square, on the right side of the Palace of Culture building, where anybody

when passing by the site, reads the “OPERA” sign.

The centre of Tirana is built upon a monumental concept. To achieve this goal, the bazaar of

Tirana, the City Hall (Municipality /Council), the Orthodox Cathedral, the old cluster of shops,

some hotels, bars and traditional houses were destroyed and replaced by important

buildings, such as the Palace of Culture, the “Tirana” Hotel, the National Museum,

"Skanderbeg Square" and a group of residential buildings. The only historical objects that were

taken under protection were the Mosque of Ethem Bey, the Old Clock Tower and the

complex of Ministries.

The creation of the Opera Theatre is a marked date for the history and national art, a historic

event of the country's elite. Its creation showed that it is cultivated and civilized with the same

way and development of contemporary countries, although the historical circumstances

influenced in delaying the date of the theater’s creation.

The beginning of the work process is quite important, but not everything. Setting up and

continuing on the same path is the other half of the process. The Opera Theatre began its

work on the same building that today is being called the National Theatre – while a long time ago it used to be known as the "Kosovo" Theatre. Coming out almost destroyed from the

post-war and with a few relic buildings from the past, certainly at the expected time of major

changes from the government and the altruistic work for reconstruction, couldn’t be found a

better place than this building, which became the home of great art. It sheltered the

Dramatic Theatre, State Philharmonic and shortly afterwards the Opera Theatre, all artistic

structures in their conception, which still couldn’t be considered well-formed under their

bearing name.

The first performance within the premises of this generous hosting-house is the "Rusalka"

Opera, from the A.S.Dargomizhskij composer, dated 28 November 1953, a date that symbolizes the birth of the Opera Theatre in Albania.

But this amalgam of institutions, grouped together under the same roof could not continue

their existence for long. Newborn babies started to turn into toddlers who wanted to walk

with their own feet. Therefore, the Opera and Ballet Theatre and the Folk Ensemble moved, in 1958, inside the building, which nowadays, is called the Academy of Arts. A few years later it

hosted the State Conservatory, which was set up to feed the main institution.

This building soon won the deserved glory, by inviting numerous spectators who from one

show to the other made it difficult to host them all. The first complete parts of the Albanian

ballet opera such as "Mrika", "Halili and Hajria", etc, were shown in this building. Therefore during the evenings performances, it was not surprising and extraordinary, that the audience showed up with an elegant appearance and overdressed for the time.

This development led to the creation of a new centre of great culture within the same premises (part of the eastern countries influence), which brought together several institutions

within a building, such as the Theatre of Opera and Ballet, the National Library and the

Cultural Centre in 1966. Certainly, it was a great event for the Opera and Ballet Theatre,

because it brought to the theatre its normal face and function. This building, still nowadays

undertakes the most and the best artistic parts in the field of scenic arts, music and

choreography. It, also, welcomes other activities and services, bars and facilities that can be rented and can be functioning as commercial spaces.

The Palace of Culture in Tirana is the largest cultural building in the country. Its construction

started in 1960, in the capital area of the old bazaar. The first stone of the building was

symbolically placed by Nikita Khrushchev. The constructions for this object, with a similar

architecture to Eastern European communist countries, ended in 1966.

The hall of the Opera and Ballet Theatre started to function since September 1966 and since its beginning, different problems started to be encountered. This includes problems related to acoustics such as: change in the intensity of sound waves differently spread in different parts

(especially at the government lodge) and also poor hearing showed up. Due to these

problems, the first interventions in acoustics were done in 1975.

**02 OBJECTIVE, PURPOSE & EXPECTED RESULTS**

**02.1. Overall objective**

This project aims to transform the National Theatre of Opera and Ballet, the only object of its

kind in the country, into a contemporary theatre with the highest European standards. It is

intended to intervene in all its constituent elements, in order to smooth the functioning of all

the activities taking place within this building.

To ensure the appropriate quality of the intervention, an International Competition will select

the winner between the different design studios , which will take place in the competition.

**02. 2. Purpose**

The main goal of the project is the rehabilitation of all the elements of the project. The

implementation of the project is expected to highly improve the building’s spaces, by bringing

innovations in the activity of Opera and Ballet Theatre. The architecture and modern systems

will find the best possible solution. The aims of the project are as follow:

- Creating a new civic space;

- Enhancing the relationship with the spectator by reshaping the volume and circulation;

- Improving the communication;

- Improving the mechanical, electrical and air – conditioning systems;

- Resolving the acoustic problems (within the hall and acting premises);

- Increasing the capacity of the building;

- Increasing the comfort.

**a. Architectural and Constructive Requirements**

The project design team is required to examine and certify all constructive and architectural

elements of this building such as: stability /resistance, materials, details, etc., and propose a

project which will enhance the values of uniqueness building of its kind, and at the same time

to be transformed into an attractive place for the assets that stores and exhibits.

**b. Standards**

In designing this project, the project design team should apply the best international

standards, applicable for this type of building (ICOM, EUROCODE etc.)

During the assignment the project design team shall analyze and provide (as needed by the

contracting authority) detailed information on the progress of the design.

**02.3. Document to be provided by the Contractor**

The technical assistance being offered under this service contract will contribute to the

achievement of the following results:

**Architectural project (A1 format) should include the following documents:**

­ Site analysis – presentation and performance of the object from the main city angles;

­ Location Plan;

­ Schematic arrangement plan–Movement of Persons with Disabilities;

 Arrangement details, layout plan (format), proportion details;

 (Analysis of primary and secondary entrances – emergency exits);

­ Underground floor plan (dimensioned);

­ Ground floor plan (dimensioned);

­ First floor plan(dimensioned);

­ Second floor plan(dimensioned);

­ Third floor plan(dimensioned);

­ Drainage plan (technical details);

­ Underground floor plan (furnishing);

­ Ground floor plan (furnishing);

­ First floor plan (furnishing);

­ Second floor plan(furnishing);

­ Third floor plan (furnishing);

­ The identified intervention plans (demolition and additions - 4 plans);

 (schematic plans off the conditions prior to and after intervention);

­ Horizontal and vertical movement schemes;

­ Accessibility plan for people with disabilities;

­ Functional scheme;

­ Cross-section drawings (details and notes);

­ Technical facade – in / outside (specifications of various refinishing materials);

­ Flooring installation plans(for each floor);

 Flooring details, materials and formats;

­ Ceiling plans (for each floor);

 Details of various materials and volumes;

­ Lighting plans for each floor (details of installation according to lighting type);

­ Analysis of natural and artificial lighting (decorative illumination);

­ Doors identification plan (scheme of tables, details and their specifications);

­ Windows identification plan (scheme of windows,details and their specifications);

­ Key fragment details of the peripheral development and entrance point;

­ Various details of the sitting (thermal and acoustic comfort);

­ Details of sanitary and hygienic junctions;

­ Three-dimensional views of the building (exterior & interior);

­ Montage;

­ Animation.

**Constructive Project (A1 format) should include these assignments:**

Depending on the level and type of intervention (reinforcement, interior constructive

changes) the following assignments shall be delivered:

­ Plans;

­ Sections;

­ Panels with constructive details (descriptive analysis of interventions);

­ Calculations and layout schemes (Steel schemes;)

­ Technical report containing all data obtained for the implementation of constructive

 interventions.

**Electrical Project (A1 format) should include the following assignments:**

­ Electrical installation plans;

­ Emergency lighting system;

­ Computer network installation plans;

­ Power installation plans;

­ Calculations and schemes of electrical panels;

 Different calculations (in case of increased power because of additional systems);

­ Report on electrical installations.

**The mechanical project (A1 format) should include the following assignments:**

­ Installation of HVAC system;

­ Installation of security system;

­ Installation of control and monitoring systems (electrical and mechanical systems);

­ Installation of fire protection system;

­ Installation of sanitary units;

­ Collection, drainage and discharge plan of rainwater

­ Report on mechanical installations.

**Technical Report (A4 format), shall contain:**

­ Complete report (architectural, constructive, electrical and mechanical);

­ Project design concept, project parameters, applied standards, methodology and

 performed calculations;

­ Analysis of the sitting method (thermal and acoustic comfort ;

­ Stages/steps of conducting the reconstruction and restoration of the building; Analysis

 of different issues of each phase;

­ Conclusions, recommendations and expectations of the designer/project design team.

**Implementation Bill of Quantities (A4 format – in Excel)**

* Implementation cost estimation according to Council of Ministers’ Regulation No.2 dated, 8.5.2003. “On the classification and structure of costs in construction engineering works.”;
* Cost analysis for all items in the bill of quantities based on the technical manual approved by the Council of Ministers’ Decision No. 568, Tiranë – 27.06.2013;

For items which are not included in the quoted document, the cost analysis shall be based on a price breakdown justification documenting market testing and/or contractor’s previous related experience.

**Work Schedule (A4 format – in excel)**

**Technical Specifications (A4 format)**

The applicant should prepare the technical specifications for each of the materials to be

used. For each item included in the bill of quantities, analysis shall be made according to the

following scheme:

­ Detailed description of the item;

­ Manner of installation;

­ Required quality;

­ Allowed formats;

­ Recommended color;

­ Sketches, drawings or photos;

**Preparation of Criteria for Public Procurement**

* Specification of categories and their level according to Section No.2, according to Council of Ministers’ Regulation, dated 8.5.2003 “On the classification and structure of costs in construction engineering works.”;
* Designation of the engineers (and specification of their number for each specialty) for the implementation process in compliance with all the works included in the implementation cost estimation.

**03 SCOPE OF WORK**

**03.1. General - Description of the existing object**

Capacity

Currently the object provides the following capacity to the audience:

Large hall - 580 seats;

Government lodges - 44 seats;

Gallery - 280 seats;

In total – 904 seats.

**Systems**

Electrical system is outdated, and does not meet the approved norms and needs an increase

in its capacity.

Ventilation system/ air conditioning is functional after an intervention conducted in 2009 for

the implementation of this system only in the space of the auditorium (not in the stage).

Because of incorrect scheme of air circulation, this system does not provide its goal

successfully. Also, there exists another parallel system, the furnace system, works for which

were committed in 2004.

Sound system is functional but needs to be set with equipments (boxe, microphones,

headphones, central sound system) and technical environment of the voice control.

Absent signs for movement and for the exits of the breakdown.

Missing spare batteries for the iron curtain of protection against fire.

**03.2. General requirements**

The reconstruction intervention on the exterior of the building must achieve preservation and highlighting of the cultural heritage, historical, environmental and urban historic center in Tirana.

It should be developed taking into consideration as the main objective the acoustic and

thermal comfort.

The project should provide the adaptation of placement and circulation scheme.

Humidity control, light and ventilation / air conditioning must meet European parameters for

this object of special importance.

Also an important element of the design is to ensure the circulation of people with disabilities.

**03.3. Specific work**

**a. Renovation of the stage and the fly tower (curtains):**

Demolitions:

­ The complete stage tower must be striped; this means the demolition of the fly system, of

 the grid of the revolving stage, of the existing stage floor, of the orchestra lift, of the lift, of

 the dimmer system, of the complete HVAC system, of the complete electric system, of a

 part of the orchestra pit.

Building of:

­ Building of a new fly system. the fly must be electric and computerized with a lifting

 capacity of 500kg, at a maximum speed of 1,2m/sec, 36 flys are required.

­ Extension of the orchestra pit in order to increase capacity, as well as acoustic problems

 solved, due the existing barriers in extension of the scene. A new lift system for the

 movement and displacement of the orchestra.

­ A new lift.

­ Building of a new floor stage by providing technical / stage pits (no elevators).

**b. Renovation of the auditorium and lodge:**

Demolitions:

­ Demolition of the stage platform, of the acoustic ceiling and walls, of the complete HVAC

 system, of the complete electric system, removal of the seats, removal of the carpet,

 demolition of a part of the brick walls for new communications.

Building of:

­ A new ceiling and walls equipped with new acoustic panels. Particular attention should be

 paid to the architectural play, the rhythm of the established panels, as well as integrating

 functional, scenic and decorative lighting.

­ A new platform in the seats area. Resolving under it thermal comfort for each post.

­ A light structure to provide frontal lighting.

­ 4 new balconies on the side of the auditorium.

­ New seats (980 pc) and carpet, providing comfort and modern aesthetic solutions.

­ 4 new entrances (single door).

**03.4. Use of theatre spaces by people with disabilities**

It is the aim of this section to ensure that all project designs for the buildings of social interest

should envisage the use of the building, for people with mobility limitations as well.

In the service spaces, the width of entrance doors and that of every immovable item should

be at least 80 cm. The width of other doors should be at least 75 cm. The height of door

handles should vary from 85 to 95 cm (recommended 90 cm) and for windows at 90-120 cm

from the floor surface. Priority should be given to single swing doors with a width not larger than 120 cm and window panes installed at a height of 40 cm from the floor surface. The possible floor in this - level should not exceed 2.5 cm. The horizontal passageways and corridors should have a minimum width of 100 cm and

convenient extensions to allow the change of direction for the person in wheelchair. These

enlargements should be envisaged in the rear part of the corridors and at each 10 linear

meters. Referring to corridors and threshold landings, technical solutions have to be adapted for doors in order to allow comfortable movement of people in wheelchairs. The hygienic services should guarantee the comfortable maneuvering and use of facilities by

persons with disabilities and should allow the side accessibility of toilets and the front one of

the wash basins.

So the following dimensions have to be respected:

The toilets and bidets, when included in the project design, should be installed at a minimum of 100 cm from the floor surface. The sufficient width space which allows a wheelchair user to turn around should be at least 150 cm. The comfortable space of the frontal approach of the wheelchair to the wash basin should be at a minimum of 80 cm, measured from the frontal side of the wash basin.

Concerning the characteristics of the sanitary equipment, the washbasins must have the

upper deck placed at 80 cm from the floor surface, no column should be present, and the

siphon preferably placed near or encased in the wall.

The toilets and bidets should be of the suspended type, in a way that the axis of the toilet or

the bidet be placed at a minimum distance of 40 cm from the side wall, the frontal edge

should be larger than 65 cm from the back wall and the top, at least 45-50 cm from the floor

surface. If the axis of the toilet or the bidet is at the distance of more than 40 cm from the

wall, the design should envisage the placement of a handrail to facilitate the movement at

height of 70 cm above the floor surface. All equipment should contrast in color walls and floor;

Installation of a door opening mechanism from the exterior in emergency cases; Installations of the alarm system within the toilet stall to be used by people with disabilities, in case of emergency.

For sanitary purposes in public places, it is necessary to install hand rails near toilets, placed at

a height of 80 cm from the floor and with a diameter equivalent to 3-4 cm. If the handrail is

fixed to the wall, it should be placed at a distance of 5 cm from the wall. At service premises,

a safe passageway should be provided between tables and other vertical obstacles at a width of at least 100 cm for a minimum of 20% of the exploitable surface of the space used for services.

­ The counter and tables should be designed in such a way that the upper surface

 height should be 85 cm from the floor, with the minimum width of 70 cm, depth at least

 50 cm, for the minimum of 20% of inventory installation;

­ The walls, floors and doors should be painted in different contrasting colors;

­ The material used for the floor surface should be of the type which does not hinder the

 movement of wheel chaired persons;

­ Separating doors and walls made of glass in dimensions larger 1.5 m², without beams

 should be marked distinctly at a height varying from 90 cm to 160 cm from the floor

 surface;

­ Overhanging signs should be placed at a height varying from 120 to 160 cm.

The building should have orientation embossed/tactile signs to facilitate movement; these

signs have to meet the following conditions:

­ Should be mounted horizontally up to the height of 90 cm and vertically up to 180 cm

 from the floor surface;

­ Should be mounted close to the entrance of the building;

­ Should be written in Braille as well;

­ Should starting from the entrance door up to the site map, an engraved countinuous

 sign should be mounted to indicate the direction of movement.

**Public area – the pedestrian pathway should be:**

­ elevated at least 3 cm compared to the border or separated with a warning

 embossed guide strip, the width of the pathway should be spacious enougn to allow

 the wheelchair user to turn around;

­ linked to other public services without obstacles.

Surface level changes of the public spaces – pathways are linked to each other through

relevant height adapting elements.

All displays on the building wall close to the pedestrian public area and other presentations

on these walls, which are placed at the height of 70 to 220 cm and which overhang more

than 10 cm, shall be mounted all along their length up to the pedestrian surface or shall be

marked to the extent that the pedestrian surface under them, should be elevated at a

minimum of 3 cm compared against the surrounding level. In cases where the bicycle path or

parking is included in the pedestrian public space, a restriction line consisting of a greenery

surface or other typical or similar elements is needed to be designed with a dislevel of at least

3 cm.

**03.5. ELECTRICAL CIRCUIT (network)**

Electrical projects should comply with all design conditions and standards that are now in

force in Albania (KTP-STASH) and for special elements that are not envisaged in these

standards, reference should be made to Euro norms (EN), and Euro standards (EN, ED) and

recommendations of CEI, CENELC, DIN, VDI/VDE.

**1. Moto-generator**

Electricity will be created by the generator as well. Moto-generator is supposed to cover up to

75% of installed power. The electrical generator with diesel engine will have general features

to satisfy utilization rates as are the three-phase 400V power generator according to the

calculations of the requirements, the engine water cooling, silent operator for gas emission,

minimum fuel tank switch and a network of pipelines to supply constantly fuel, with on and off

automatic panel diagnosis system of defects and maintenance etc.

The installation of the generation should be in an environment with fire protection and

well ventilated, with fumes to be discharged from the the room. Also the generator room must

be close to the transformer room or main distribution system of LV. The power of the generator depends on the charge it will hold and should be calculated by the electrical

design engineer. The following technical specification for generators should be considered:

Diesel Standby Generator 380V, three phase (if the load is three phase), 50Hz, or 220V for

single-phase loaded. With a fuel deposit to ensure continuous work not less than 48

hours, resistant to environmental conditions, equipped with exhaust piping (smoke) and

silencer. The panel of automatic transfer switch of the generator is mounted in its proximity

and its function is to initiate the startup of the generator when utility power is interrupted and

vice versa, within a short time of 10-60 seconds.

Generators should be equipped with a fuel tank as the incorporated one is not enough to

support long working hours. Therefore it is needed to install a deposit (tank)

with extra capacity, which must be placed outside the building for security reasons and in

terms of fire protection that is recommended for this type of storage. The connection from the

fuel storage to the generator must be made according to fire and safety standards. The tank

must be completed with floating ball valve as well as isolating valve and flow valve, the

overfill must be regulated with a shutoff device (flapper).

**UPS Voltage Stabilizer**

In an environment of important computer and electronic equipments, security and surveillance equipment, rack systems and data, it is essential to ensure their uninterrupted electrical power supply. This power is provided by uninterruptible power supply, UPS. This power supply should provide for a specific time power for computer and other important equipment. Depending on the facility supply scheme, UPS has an autonomy of 10 – 20 minutes, which is sufficient time for the operation of the generator system. In case of absence of a system generator, UPS should provide enough power to allow the personnel to make the manual switching off, for important equipment in order to avoid loss of information, as well as

prevent the unexpected loss of data. It is recommended to use concentrated UPS system.

**P​ower distribution network**

The supply network will extend from the main panel to the electrical panels situated in any

building space, while the distribution network will extend from every floor panel to lights,

power outlets, installed equipment, technological areas, different devices, etc. The entire

power distribution network should be installed in a metal pipeline. The supply of equipment

and office facilities will be made from the floor or the ceiling depending on the function of

the area and its architecture. The cable for the data channelling should be separated from

the power cable. The entire power circuit should be extended via a rigid pipe inside which

the conductors will be placed. All cable conductors should be of multi strands copper

insulated by a plastic layer.

**ILLUMINATION**

The lighting of indoor spaces constitutes a very important part of the electrical design work.

**Indoor lighting**

Lighting is recommended to be calculated according to flow and light types for premises.

Particular attention should be given in interior lighting (artificial) and the combination

between: functional, decorative and scenic light.

**Outdoor lighting**

Regarding outdoor lighting, it will fit to the architecture by preserving the vision of the facade

which is exposed in the main pedestrian street of the city. They will serve not only to enhance

the architectural values of the building but to attract the attention of the passers-by as well.

External lights will be equipped with an automatic on and off switcher, depending on the

sunlight. The distribution of light cables will be conducted via the special auxiliary chamber.

Lighting lines should be different in each space and they must be fed from the main electrical

panel and should be equipped with a thermal-magnetic fuse.

**Emergency and evacuation lighting**

Emergency lighting should become operational only after power cut and in extreme cases of

fire detection.The emergency lighting should be integrated in the lighting system so as not to

affect the light system of the building. Based on a minimum light level, one or two

battery-powered luminaires fed by an UPS will be chosen. The entire system should be

controllable.

The emergency exits should be clearly seen using the illuminated EXIT sign and the staff

should use the distinctive evacuation signals. Considering that the emergency lighting needs to be fed from batteries or from the centralized UPS system, it is recommended to use exit LED signs as they they consume less and last longer. The emergency and evacuation light layout should be designed in relation to the flow of movement in the building.

**S​afety requirements for the electrical system**

**Fire detection and alarm system**

The fire detection system should include the entire building. This system has to be separated in

areas and each of them should communicate independently to the fire extinction system (fire

extinction via hydrants and sprinklers). The entire system shall be based on “Smoke Detectors”

which by being addressable will provide accurate information on their location and the area

where the smoke level is beyond the allowed norms.

For particular spaces, an intelligent fire detection central system will be designed for the fire

detection, signalling, alarm and extinction. The central will be equipped with a screen, where

individual problems and concerns in the system operation could be identified in Albanian

language.The system shall be also equipped with the automatic signalling system in case of

fire detection to the fire department via telephone line. The alarm system will be accompanied with emergency light signal. The designer of the fire detection and alarm system shall envisage an automatic telephone line via the control and monitoring panel of the fire detection in the building to the city fire department. The electrical network of the fire detection and alarm system is different from the other networks in the building and consists of copper conductors with flexible PVC pipes which do not transmit combustion under floor or plaster, or from similar cables and pipes as well.

**CCTV system and access control**

The camera surveillance system is an important element to the security of the exhibited

objects and to the entire building. The CCTV system should guarantee not only the quality of

services it provides but the continuity and safety at work. This quality is achieved through the

“Integrated Camera System” where all cameras are digital and addressable.

The monitoring camera system will be composed of cameras and colour monitoring screens,

installation of cameras of various types and with remote controls ; digital video-recorder with

a hard disc, providing a qualitative connection to the LAN4 network and with a high

recording and storing capacity, classification of recorded images according to dates and

hours. These cameras will be installed at the building entrance and indoors.

**Telephone and internet network, tv signal, citophone**

(telephone network checking- repairing or replacement as appropriate). The telephone

network will be realized through wires and distribution boxes so as to enable telephonic

communication from the source of the line and the central device chamber, and farther in

the building. For each work area, there will be at least one outlet for the internet, in the most

suitable place, via LAN system. “LAN”network, “Rack” switches for a certain number of

computers depending on the computer users.All computers should be equipped with

standard network cards and cables with connectors of the type RJ45. All computers are

network right of access defined by the central server. TV signal distribution network - the

installation of antennas and active satellite and terrestrial elements should be envisaged. LAN

network will enable the connection of all information appliances to the central server, Touch

Screens, Monitors, Projectors etc,.

**S​ound system**

The installation of the sound system should be made in such a way as to facilitate

communication in the entire building area. In each corridor or meeting places , encased

loudspeakers in suspended ceilings will be used for direct announcements from the

information center. Referring to cable network, channels of low frequency waves will be used.

The meeting hall will be equipped with a conference sound system (in case such a hall is

included in the project).The sound system will be integrated to the fire detection system for

emergency and building evacuation announcements.

**Information signs**

A very important component in this assignment is the communication and orientation through

sign boards, architectural devices, which lead to a comfortable and natural orientation of

the area users. Standard indoor and outdoor sign boards should be included in the project

design.

**03.6. Mechanical installations**

**Fire protection system**

The fire protection appliance which will be used in the theatre premises shall be adapted to

the category of fire which the theatre objects might be subject to and should protect these

objects against damages which might result from the fire extinguisher product. So ​water and

powder fire extinguishers ​should not be used in the theatre premises. An aerosol fire

extinguishing equipment should be applicable in this case.

The aerosol fire extinguisher is recommended as it does not damage, pollute or leave any

residues in materials (mainly valuable artifacts) which will be kept in the theatre archives and

exhibition stalls and it is efficient in extinguishing all categories of fire.

The aerosol fire extinguisher should be fixed and portable which should be designed to be

installed in special areas. The fixed aerosol fire extinguishing equipment will be installed in the

ceiling, combined with the architectural solutions so as to provide the most efficient fire

protection.

The fire extinguisher system consists of the aerosol capsules and the electrical system (which

will be treated in the respective electrical projects). The fire protection electrical panel should

automatically send warning signals to the fire department.CO2 fire extinguishers are recommended as they extinguish fire without damaging the object and are efficient with all

kinds of fire.

The design team should calculate the capacities of fire extinction for the fixed and portable

fire extinguishers and design the project in compliance with the ​UNI ISO 15779:2012 norms.

 **Heating, ventilation and air conditioning system (HVAC)**

The HVAC microclimates in the interior spaces of the museum by ensuring the required

parameters of temperature relative air humidity, controlling of air flows and providing filtration and purification of air according to the specificities of each space. Another requirement of

the HVAC system is to ensure the stability of the above mentioned parameters during visiting

hours and to ensure the preservation of the archives and exhibited objects after visiting

hours.

The above mentioned factors should be addressed considering the complexity of the

exhibition and storage spaces compared against juxtaposed entrance-exit spaces, surrounding walls, visitors’ passageways and other factors like the artificial and natural lighting, air flows, as well as the exterior air filtration during visiting hours etc.

The typology of the air conditioning system should be chosen by the project designer and it

might be of the type water to water, water to air, or air to air completed with all the

automatic components.

The air conditioning appliance should be separated in two central appliances which will

function individually. One of the appliances will be part of the theatre which will serve for

heating and cooling and which has to meet the thermal comfort conditions of the visitors

(temperature20-25 ˚C, humidity, etc.) 50% +/-5% calculated on a daily efficient functioning

(visiting hours) and stationary functioning (after visiting hours and during the night).

The other appliance will be part of the storage space and will function only for air cooling

including dehumidification as the requirements to be met by this appliance are specific ( temperature 0-15 ˚C, humidity 30-40% +/-3% etc), designed to function uninterruptedly for 24

hours.

During the project design, the designer should combine with the other disciplines especially

with architecture in order to ensure technical environments suitable for the installation of

appliances (chillers, air centrals and dehumidifiers). A space might be on the terrace of the

building or at the space of the courtyard in compliance with the planning composition of the

building and the supporting level of the building structure. The positioning and dimensioning

of these appliances will be further elaborated after an approximate definition of the volumes

and positions of the spaces where these appliances will be installed.

Concerning the interior hydraulic and air distribution network, the architectural solutions

should be addressed as well as the designing of the encased installations in suspended walls

or technical flooring and /or encased installations in lateral walls in compliance with the

exhibiting requirements of the artifacts in the visiting halls should be taken into consideration

For the air conditioning system, the project designer should calculate the thermal capacities

and design the project in compliance with the normativën ​UNI 10820 , UNI 10586 , UNI 10389 norms.

**Water supply system**

Drinking water will be provided from the public water supply network. This system will

guarantee a two-day sanitary water reserve in case of defects in the system. Potable water

will be stored in special concrete tanks or combined with the tank for fire protection purposes

which is installed in the centralized technical area. Water supply system will perform two

services: Provide water to be used for sanitary services and for technological needs (HVAC system). This system will be complemented by the water processing plant whose main

purpose will be mitigation of the corrosive effects of mitigation technological water. Water for sanitary purposes will be delivered in each building from the technical area through a pump group, consisting of two sequential pumps (functioning in turns). They will be equipped with separate command and an autoclave to compensate for pressure

deficiencies in the network and against hydraulic clutches.

The water pump system, as in the case of fire water pumps, will be automatically stored with

extra electrical power from the motogenerator. It will guarantee the necessary water quantity

at three-bar pressure at the entry of sanitary spaces.

To guarantee equal pressure, in each floor of the building, pressure reducing valves adjusted

at three bars will be installed.

Technological water for the needs of HVAC system will be provided by the twin motor inverter

pumps to guarantee constant pressure. There will be installed special pumps that will feed the

primary network of air handling and terminals as well as those serving to secondary energy

sources (heat pumps, boilers). Hydraulic separators will be used to link the two networks,

The distribution system will be realized through plastic pipes, PEHD (high density polyethylene

pipes)) from water intake points to technical facilities and to all other building spaces.

Concerning, interior spaces, the magistral pipes for the sanitary water will be made of PP-R

and the floor collectors in the interior of sanitary spaces, PE-Xa pipes will be used. For the

technological water needed for the HVAC system, the magistral pipes will be made of black

thermal insulated steel, whereas the junctions to the terminals might be copper pipes or PE-Xa

pipes.

Distribution at the interior of plastic pipes for sanitary and kitchen areas shall be achieved

through collectors in plastic boxes mounted in walls.

The hot sanitary water will be provided through electric boilers, whose capacity will depend

on the number of the hydro-sanitary equipment which will be supplied with hot water from

every boiler.

**04 REQUIREMENTS FOR STAFF**

Note that civil servants and other staff of the public administration of the beneficiary country

cannot be proposed as experts, unless prior written approval has been obtained from the

competent authority. Statements of Exclusivity and Availability for the key experts are required under the contract for this object. Experts will be subject to approval by the Contracting Authority before the start of the implementation. This Terms of Reference contains expert profiles and the contractor should demonstrate in the offer that they have access to experts with the required profiles.

**04.1. Requirements for experts**

All members of the key team are asked to provide CVs and statements of experiences. The

staff should consist of:

­ Architect (international + Albanian)

­ Engineering theater techniques (international)

­ Structural engineering (Albanian)

­ Acoustic Engineering (international)

­ HVAC engineering (international + Albanian)

­ Electrical engineering (Albanian)

**05 REPORTS**

**06.1. Reporting requirements**

The Contractor will submit the following reports:

­ An interim report comprised of a project version reviewed as recommendations and

 suggestions provided by the Contracting Authority and/or any other relevant assigned

 third party.

­ A final report comprised of a detailed project version reviewed as per recommendations and suggestions provided by the Contracting Authority and/or any other relevant assigned third party.

All documents and drawings shall be prepared in the Albanian & English languages. Drawings

and reports should be in five (5) original printed copies in the Albanian language, one (1)

original printed copies in the English language, one (1) CD containing all materials in the

respective formats (acad, word, excel, AVI, etc.).

The submission of documents shall be made officially, accompanied with an inventory sheet.

All printed documents should be signed and sealed by all project designers.

**06.2. Submission and approval of reports**

The reports referred above must be submitted to Contracting Authority as identified in the

contract. The Project Manager is responsible for approving the reports.

Reports with the relevant requirements and other relevant documents should be submitted

according to the definitions detailed in standard tender documents.

**Confidentiality**

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

**Submission of documents will be made to the address:**

National Territorial Planning Agency

Tirana, Albania

**Annex 15**

[*To be completed by the Contracting Authority*]

**STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER[[1]](#footnote-1)**

[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;
* 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*]

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

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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 16**

[ *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:

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\* \* \*

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].

**Appendix 17**

 [ *not applicable*]

**Annex 18**

**GENERAL CONDITIONS OF THE CONTRACT**

### Consultancy Services

**Article 1 Purpose**

* 1. These General Conditions of the Contract (GCC) shall apply for the purchase of Consultancy Services.
	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.
	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.
	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**

* 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. “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.
	3. “Object of Contract” means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.
	4. “Party (-ies)” mean the signatories of the contract.
	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.
	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.
	7. “Services” means all the tasks to be fulfilled by the Contractor according to the contract.
	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**

* 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.
	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**

* 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.
	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.
	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. 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**

* 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.
	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**

* 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.
	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.
	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.
	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.

* 1. 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**

* 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**

* 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.
	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.
	3. If it becomes necessary to replace any key personnel, the Contractor shall provide as a replacement a person with equivalent qualifications or better.
	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.

* 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.

* 1. 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**

* 1. The contract price shall be the price submitted with the Contractor’s tender and accepted by the Contracting Authority.

**Article 15 Payment terms**

* 1. The contract price, including any advance payment, should be paid on time, as specified in the Contract.
	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.
	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.
	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.
	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**

* 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**

* 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.
	2. 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.
	3. 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**

* 1. Except when otherwise provided, the Contractor should start to implement the Contract, immediately following its signing.
	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.
	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.
	4. The Contracting Authority should agree on an extension of the time limits, in cases of force major.
	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**

* 1. Liquidated damages for delayed goods delivery shall be calculated with the following daily fees:
		+ - 1. 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.
				2. 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.
				3. 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**

* 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.
	2. No amendment or any other contract variation shall be valid without being in written form, dated and referring expressively to the Contract, or if it is not signed by an authorized representative of the Contractor and of the Contracting Authority.
	3. 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**

* 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:

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

**Article 24 Cancellation due to Bankruptcy**

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

**Article 25 Cancellation in the public interest**

* 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.
	2. The Contracting Authority should give a written notification to the Contractor, regarding this cancellation.
	3. 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**

* 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.
	2. The Contractor shall not sub-contract without a prior written approval of the ContractingAuthority and not more than 40% of the contract value. The Contractor should notify theContracting 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.
	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.
	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.
	5. The Contractor remains fully responsible for the contract implementation, regardless the sub-contractor’s performance.

**Article 27 Transfer of Rights**

* 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**

* 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.
	2. 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.
	3. 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**

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

**Article 30 Settlement of Disputes**

* 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.
	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**

* 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.
	2. 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.
	3. 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**

* 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.
	2. The notice will come into effect immediately upon handing over.

**Article 33 Calculations of Deadlines**

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

**Annex 19**

**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. The Contracting Authority is: National Territorial Planning Agency
	2. The Contractor is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 2 Performance Security**

* 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. 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**

* 1. The execution of the contract shall commence after the contract signing.

**Article 4 Location of Services**

* 1. The services shall be carried out in: Tirana, Albania.

**Article 5 Information to be given by the Contracting Authority**

* 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**

* 1. During contract duration, the Contractor shall provide records for the Contracting Authority according to the following Schedule: In accordance with TOR.

**Article 7 Insurance of Professional Responsibility**

* 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**

* 1. Payment for Services should be made as follows hereunder:

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

* 1. Each payment listed in paragraph 8.1 shall be made within \_\_\_\_\_\_ 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. If left blank, each payment shall be made within 30 (thirty) days.
	2. The payment currency shall be \_\_\_\_\_\_. If left blank, the payment currency shall be Albanian Lek.

**Article 9 Payment in advance**

* 1. The Advance payment will be \_\_\_\_\_ of the contract price. If left blank, the Contractor will not take any advance payment.
	2. If is promised any advance payment, the advance will be paid within \_\_\_\_\_\_ days from the receipt of the Contract Guarantee.
	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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 10 The contract warranty rebate**

10.1 If the warranty provided periodic deduction of the contract she performed as follows

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

If not met , the guarantee remains unchanged .

**Annex 20**

*(To be completed by the Contracting Authority)*

**NOTICE PUBLICATION FORM FOR THE SIGNED CONTRACT**

**Section 1 Contracting Authority**

**1.1 Name and address of contracting authority:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Internet Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.2 Type of contracting authority and main activity/ies:**

|  |  |
| --- | --- |
| Central Institution | Independent Institution |
| **** | **** |
| Local Government Unit | Other |
| **** | **** |

**Section 2 Object of the Contract**

**2.1 Type of Contract**

|  |  |  |
| --- | --- | --- |
| Works | Services | Goods |
| **** | **** | **** |

**Type of ‘Public Contracts for Services’**

|  |  |  |
| --- | --- | --- |
| Design Contest | Consultancy Services | Other services |
| **** | **** | **** |

**2.1.2 Contract under the Framework Agreement**

Yes  No 

If yes , type of Framework Agreement

Economic Operator 1 

With several economic operators

All terms are defined

Yes  No 

**2.2 Short description of the contract**

1. Limit fund \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Source of Financing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Object of contract

**2.3 Duration of the contract or time period for completion:**
Duration in **months  or days **

or

Starting **//** and completion **//**

**2.4 Division into LOTS:**

|  |  |  |  |
| --- | --- | --- | --- |
| Yes | **** | No | **** |

*If yes,* the number of LOTS*:* ****

**2.5 Options:**

Number of possible renewals *(if any):* ****

or Range: between **** and ****.

**Section 3. Procedure**

**3.1 Type of procedure: “Consultancy Services”**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |

**3.2 Award criteria:**

**The best offer based on:**

Price **** Technical Proposal ****

**3.3 Number of submitted requests:**** Number of regular requests:******

**3.3.1 Number of submitted proposals  Number of regular proposals **

**Section 4 Information on the contract**

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

**4.2 Name and address of the contractor**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Internet Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |
| --- | --- | --- | --- |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_*** *(without VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_*** |
| Value | ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** *(with VAT)* | Currency | ***\_\_\_\_\_\_\_\_\_\_*** |

**4.4 Additional information**

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

Distribution Date of this notification **//**

**Appendix 20/1**

 [ Appendix to be completed by the Contracting Authority for publication in the Public Procurement Bulletin ]

1Name and address of the contracting authority

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address

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

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

Website \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

5. Total final value of contract ( including lots and options) :

Value \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VAT ) Currency \_\_\_\_\_\_\_\_\_\_

6. Date of contract \_\_\_\_\_\_\_\_\_\_\_\_

7. Name and address of contractor

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address

No . NUIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 21**

[*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 22**

# 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 shoqërish).*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
|      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) |

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## Section II. Information on the Procedure

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### 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].*

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### 2. Contracting Authority

*Name of the contracting authority administering the procurement process*

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### 3. Estimated Value of the Procurement

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

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### 4. Object of the Contract

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

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### 5. Deadline for Tender Submission

*Deadline for the submission of tenders*

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|      Date (year/month/day) |

### 6. Contract Award Date

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|      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)

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### 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.*

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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**

**Appendix 23**

***Not Applicable***

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**Appendix 24**

*Not Applicable*

1. This notification should be used in case of procurement procedures which make use of written form (hard copy). [↑](#footnote-ref-1)