



REPUBLIKA E SHQIPËRISË

MINISTRY OF TOURISM AND ENVIRONMENT
NATIONAL AGENCY OF PROTECTED AREAS

STANDARD TENDER DOCUMENTS
“DESIGN CONTEST”¹

**“Multifunctional Center and Information Stations in the “Vjosa River”
National Park**

¹ In cases of concrete non-predictions in this set of documents, the contracting authority/entity will refer to the provisions of the legislation and public procurement rules in force

(To be completed by the Contracting Authority/ Entity)

DESIGN CONTEST NOTICE**Section 1. Contracting Authority/Entity****1.1 Name and address of Contracting Authority / Entity**

Name:	National Agency of Protected areas (NAPA)
Address:	Bulevardi “Dëshmorët e Kombit”, Nr.1, 1001, Tiranë
Tel/Fax:	-
E-mail:	info@akzm.gov.al
Website address:	www.akzm.gov.al
Person(s) responsible for the tender (name, e-mail)	Adjen Markola markola.adjen@gmail.com adjen.markola@akzm.gov.al

1.2 Type of Contracting Authority/Entity:

Central Institution

Independent Institution

Local government unit

Other

1.3 Category of the Contracting Authority / Entity

Contracting Authority/ Entity procuring for its own needs

Central Purchasing Body

Delegated

Others

1.4. Contract under a special agreement between Albania and another country:

Yes

No

1.5 Contract which is co-financed by an international organization or an international financial institution:

Yes

No

1.6 Reserved contract:

Yes

No

X

Section 2. Object of Contract: Drafting of the final project idea for “Multifunctional Center and Information Points of the “Vjosa River” National Park

2.1 Reference number of procedure / Lot (s) REF:

2.2 The code as per Common Procurement Vocabulary (CPV) 22114311-5 - Projects

2.3 Type of Contract: “Design Contest”

2.4 Short Description of the Contract: Drafting of the final project idea for “Multifunctional Center and Information Points of the “Vjosa River” National Park

This project will be developed on behalf of developing sustainable tourism in protected areas.

The program for developing the Multifunctional Center and the Information Stations will be developed based on the international design competition, from where there will be selected a maximum of 3 (three) candidates/ a minimum of 2 (two) project idea proposals (in the first phase) and one winning project to continue with the implementation of the final technical project.

2.5 Duration of the contract and deadline for execution of the contract: 29 days

2.6. Output Code: 18 BE615

2.7. Type:

Investments **X** Code: 230 Value: _____

Services Code: _____ Value: _____

2.8. Place of performance of the services, object of the contract: The project idea will be designed for the “Vjosa River” National Park

2.9 Division into Lots:

Yes

No

X

If yes,

2.9.1. Short description of the Lots:

2.9.2 A Bidder may apply for:

one Lot,

several Lots,

all Lots.

2.9.3 Maximum number of Lots per Bidder:

Specify the maximum number of Lots that a Bidder can be awarded:

2.9.4 Criteria / rules to be applied to determine the Lots to be awarded to the Bidder:

Specify the criteria to determine the Lots to be awarded, when the Bidder is declared the winner of more Lots than the maximum number allowed in paragraph 2.7.3.

2.9.5 Combination of Lots in a contract / joint contracts (When more than one Lot can be awarded to the same Bidder):

Yes No

If yes, specify the group of Lots that can be combined

-

2.10 Variants shall be accepted:

Yes No

2.10.1 Subcontracting will be accepted:

Yes No

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

(subcontracting at a higher value than 50 % of the value of the contract is not allowed)

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

Yes No

Other notes *(if deemed necessary by the Contracting Authority/ Entity)*

2.11. Relying on the capacities of other entities

Specify whether for tasks / works / critical aspects of the contract the Contracting Authority / Entity requires to be fulfilled by the Economic Operator itself or by any of the members of the Joint of Economic Operators (JEO) (for which the Bidder is not allowed to rely on the capacities of other entities).

Yes

No

If yes, the task, work, critical aspects where relying on others is not allowed shall be specified:

Section 3 Legal, Economic, financial and technical information

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

In the case of sectoral contracts, the Contracting Entity, at its discretion, may or may not request a Bid Security also for procedures below the high monetary threshold.).

The Economic Operator shall submit the Bid Security Form, according to Appendix 4.

The required total Bid Security is _____ (total sum expressed in words)

In cases of Bid submission for separate Lots, the Bid Security value for each of the Lots shall be as below:

Lot 1 _____ *(amount, currency)*

Lot 2 _____ *(amount currency)*

3.1.2 Contracting Authority/ Entity, shall accept the value of the Bid Security, paid by the Bidder, in monetary value to the account of the Contracting Authority / Entity _____ *(indicate the bank account number of the Contracting Authority or Entity)*

3.1.3 The Contracting Authority / Entity shall accept the payment of the Bid Security amount by the Bidder in the form of:

i. Bank guarantee

or

ii. by insurance companies licensed by the competent authorities

3.2 Bid validity period: *(expressed in days)*

Section 4 Procedure

4.1 Type of procedure: Design Contest

Design Contest only for obtaining a project idea:

Design Contest as part of a procedure leading to the selection of the winning contract for the project idea and service related to this project idea:

4.1.1 Design Contest with reduction of the number of participants

Yes

X

No

4.1.2 If yes, determine the selection criteria and rules that will be applied to reduce the number of participants:**Faza 1**

The jury will evaluate the applicants who will be listed as winners in Phase 1, based on the following criteria:

Clarity and completeness of documents	10 points
The professional composition of the team	20 points
Previous experience of the team (and its members)	20 points
Clarity and efficiency of the proposed methodology	20 points
Matching the interpretive masterplan/preliminary concept based on the objectives of the competition	30 points

4.1.3 If yes, specify the estimated number of participants, the names of selected participants (if any):

At the end of the first phase, a maximum of 3 (three) candidates/ a minimum of 2 (two) best candidates will be selected, who will continue in the second phase.

4.2 Prior / periodic notice of information is used:Yes No **X**

If Yes, the reference number is _____

4.3 Re - announced procedure

Yes

No

X

If it's a re-announced procedure, please complete the identification data of the cancelled procedure:

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

b) Procurement object of the cancelled procurement procedure _____

c) Value of the cancelled procedure _____ (amount, *currency*)

4.4 Award criteria:

Technical criteria:

The jury will evaluate the proposals of Phase 2 based on the following criteria:

Faza 2

The jury will evaluate the applicants who will be listed as winners in Phase 2, based on the following criteria::

Creativity and project concept solution	30 points
Rich functional program	10 points
Fulfillment of functions according to the program	10 points
Applicable project factors	10 points
The connection and impact of the object with the surrounding area	20 points
Cost ratio with environmental impact	20 points

4.5 Price and/ or Reimbursement, if applicable:

For the winning candidate: 26,000 (twenty six thousand) Euros + consultancy contract max 28,600 (twenty eight, six hundred) Euros

For the candidate ranked second: 26,000 (twenty six thousand) Euros

For the candidate ranked third: 26,000 (twenty six thousand) Euros

The winning team that will win the design contract for the final project (after bilateral negotiations), will have to deduct the reward (26,000 Euro) from the value of the final project idea.

The official exchange rate of the Bank of Albania: for the date 22.9.2023

4.6 Deadline for submission and opening of the requests for participation:

Date: 12/10/2023; Time 12:00

Place: National Agency of Protected Areas, Adress: Boulevard“Dëshmorët e Kombit”, Nr.1, 1001, Tiranë

Economic operators must submit the request and the required documentation to the address of the National Agency of Protected Areas.

1 (one) signed copy for the official documents and 1 CD electronic version of the documents.

Also, an electronic copy of the documents must be sent to the competition email address info@akzm.gov.al

Information on requests submitted electronically shall be transmitted to all those Economic Operators who have submitted requests, upon their request.

4.7 Language(s) in which the proposal shall be written and the interest shall be expressed:

Albanian **Or** **English**

Section 5 Additional information

5.1 Payable documents (*applicable only to procedures not conducted by electronic means*):

Yes **No**

If yes

Currency _____ **Price** _____

This price covers the current costs of copying and distribution of TDs to the Economic Operators. The interested Economic Operators have the right to check TDs before their purchase.

5.2 Additional Information (place, office, method for the purchase of the tender documents when applicable)

The winning Economic Operator, in order to sign a contract from the Design Contest must have:

- Copy of the Electronic Certificate of Fiscalization, for taxpayers using the Central Invoice Platform.
- Copy of the Electronic Certificate for Fiscalization and valid Copy of the Contract concluded with the Certified Company for the software solution in use, for the taxpayers who issue invoices through the software solution.

Date of delivery of this notice **22.09.2023**

CONTRACT NOTICE

1. Contracting Authority:

Name **National Agency of Protected Areas**

Address **Boulevard “Dëshmorët e Kombit”, Nr.1, 1001, Tiranë**

Tel/Faks -

E-mail info@akzm.gov.al

Web page www.akzm.gov.al

2. Type of procurement procedure: **Design Contest**

Design Contest as a part of a procedure leading to the award of a public service contract.

3. Reference number:

4. Contract name:

Drafting of the final project idea for “Multifunctional Center and Information Points of the “Vjosa River” National Park

5. The value of te contest: -

6. Deadline for services delivery: **The deadline for submission of the project idea will be : 29 days from the conclusion of the contract.**

7. Submission of Applications Deadline (Phase 1):

Date: 12.10.2023, hour 12:00

Economic operators must submit the request and the required documentation to the address of the National Agency of Protected Areas,

- 1 (one) signed copy in written form and 1 CD with the documents in electronic form.

- Also, an electronic copy of the documents must be sent to the email address info@akzm.gov.al

II. 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 these (Tender documents) TD. The requests/proposals that are not prepared in accordance with these 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 these costs.
- 1.3 For the procedures of procurement which are developed in a 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 / written authorization for the Authorised Person (s), who shall represent the joint venture during the procedure of procurement.

Section 2. PHASE I – PREQUALIFICATION (Short List)

Deadline and place for the submission of requests for expression of interest

- 2.1 The deadline for the submission of requests for expression of interest expires on the time period stated in the Notification of the Contract.

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

- 2.2 Requests shall be submitted to the following address:

National Territorial Planning Agency (NTPA), St. “Muhamet Gjollesha”, Tirana, Albania.

The documents should be submitted in 2 (two) printed and signed copies at the National Territorial Planning Agency, (either by hand or by post), as well as 1 (one) copy electronically via email: 3stadiumscompetition@gmail.com .

- 2.3 For procurement procedures, which are developed in a written form, the Economic Operators must submit the original request and the accompanying documentation, 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 Notification No._____. **"DO NOT OPEN, EXCEPT WHEN THE BID EVALUATION COMMISSION IS PRESENT AND NOT BEFORE _____ (dd/mm/yy), at (time) _____”**.

In case the Request is required to be submitted by electronical means the Economic Operators should submit it to the official website of PPA, www.app.gov.al.

Section 3 PHASE II - SUBMISSION AND EVALUATION OF PROPOSALS

Proposals shall be submitted only by the candidates who have received a request for proposal by the Contracting Authority, according to the model given in Annex 2.

3.2 The proposal should include:

The project idea and any other document required by the Contracting Authority in TD.

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 the original proposal which shall be inserted into a nontransparent envelope, closed, sealed and signed with the name and address of the Bidder and marked: “Proposal for design contest, Notification 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 required to be submitted by electronic means, the economic operators must submit the bid electronically to the official website of PPA, www.app.gov.al.

3.5 For procurement procedures, which take place based on hard copy material, the bidders may modify or withdraw their proposals, provided that such modification or withdrawal is made before the deadline for submission of the 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**”.

3.6 Validity Period of Bids

Validity Period of Bids begin from the date of opening of the bids. As long as the validity period of the bid has not expired, the Contracting Authority may require the Bidder in writing to extend the validity period up to a certain date. The bid can not be modified. If the Bidder fails to respond to the request made by the Contracting Authority regarding the extension of the bid validity period, or does not extend the period of validity, then the Contracting Authority will reject the bid.

3.7 Illegal acts under Articles of the PPL.

Section 4 EVALUATION OF PROPOSALS

Evaluation of Proposals

4.1 The Contracting Authority shall examine any 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 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.

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

Section 5 SIGNING OF THE CONTRACT

- 5.1 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.

5.2 Contract Performance Security (if applied)

- 5.2.1 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 16 of the TD, shall be signed and submitted before signing the contract.

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

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

This form shall not be used by the Contracting Authority in case of the procurement of sectorial contracts.

5.3 The notification of the signed contract

Pursuant to the PP Rules, after signing the contract, the Contracting Authority shall send a notice for Publication in the Public Notice Bulletin.

Note: The Contracting Authorities should not interfere to make any amendments in tender documents from point 1 to point 5.

III. ANNEXES

The following annexes are integral parts of TD:

- Annex 1: Request for expression of interest
- Annex 2: Request for Proposal
- Annex 3: Proposal Declaration Form
- Annex 4: -
- Annex 5: Confidential Information Form
- Annex 6: Technical Specifications
- Annex 7: Services and Performance Schedule
- Annex 8: Terms of Reference
- Annex 9: Eligibility/Qualification Criteria
- Annex 10: Summary Self-Declaration Form
- Annex 11: Disqualification Notice Form
- Annex 12: Preliminary Form and Contest Results
- Annex 13: Award Notification Form
- Annex 14: General Conditions of the Contract
- Annex 15: Special Conditions of Contract
- Annex 16: Contract Security Form
- Annex 17: Complaint form to the contracting authority and the public procurement commission
- Annex 18: Form for presentation of arguments by interested economic operators to the contracting authority/entity and public procurement commission
- Annex 19: Notice publication form for the signed contract
- Annex 20: The notice of the signed contract that is sent for publication in the Bulletin of Public Notices

Annex 1

[To be completed by the Economic Operator]

REQUEST FOR EXPRESSION OF INTEREST

[Name of the Economic Operator]

[Date_____]

For: [Name and adress of the Contracting Authority]

Procurement Procedure: [type of the procedure]

Brief description of the contract: [object]

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

I (We), the undersigned , submitt our request for expresion of interest for this procedure:

Bidder Representative:

Signature:

Stamp

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, You have been qualified for this stage of bidding.

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

Name _____

Address _____

your proposal, taking into account that:

The deadline for the submission of proposal is:

Date, time and address

Date □□/□□/□□□□ *(dd/mm/yyyy)*

Time: _____

Address _____

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

The time limit for opening of proposals is:

Date, time and address

Date □□/□□/□□□□ *(dd/mm/yyyy)*

Time: _____

Address _____

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

Language(s) for drafting proposals are:

Albanian **X**

English **X**

Other _____

Award selection criteria:

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. **Our proposal will be valid for the period specified in TD.**
4. I agree to sign the contract according to the conditions of contract conditions if declared winner (successful bidder).

Bidder Representative

Signature

Stamp

Annex 4

Annex 5**CONFIDENTIAL INFORMATION FORM**

[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 6

TECHNCIAL SPECIFICATIONS

[Annexes attached to the Standard Tender Documents.](#)

Annex 7**SERVICES AND PERFORMANCE SCHEDULE**

The service required: According to Terms Of Reference (attached document)

Deadlines:

Reports	Gjuha	Data dorëzimit	Numri i kopjeve	
			Report	CD
Phase 1	EN	20 days	Phisically– 1 copy	1
Phase 2	EN	30 days	Phisically–3copies	2
Final project idea	AL/ EN	29 days	Phisically–3copies	2

Annex 8

TERMS OF REFERENCE

Attached Document

Annex 9

1. GENERAL ELIGIBILITY/QUALIFICATION CRITERIA

a) The Applicant/ Bidder must **declare** that he/she/they:

- i) is **registered in the commercial register** according to the legislation of the country where it carries out its activity, or according to special legislation in the case of a non-profit organization, has the object of procurement in the field of activity, and has an active status;
- ii) is **not in bankruptcy** process (active status);
- iii) has **not been convicted** of any criminal offense, in accordance with Article 76/1 of the Law of Public Procurement (LPP);
- iv) the person (persons) who act as a member of the administrative body, director or supervisor, shareholder or partner, or who has representative, decision-making or controlling power within the Economic Operator, is **not convicted or has not been convicted** by a court decision of final form for any criminal offense, defined in article 76/1 of the LPP;
- v) has **not been convicted** by a final court decision regarding professional activity;
- vi) has **no outstanding payments** of taxes and social security contributions, or is in one of the conditions provided for in article 76/2 of the LPP;
- vii) has **paid for the electricity** and meets the requirements arising from the legislation in force. This information is required for Applicants/ Bidders, who operate in the territory of the Republic of Albania.
- viii) is **not in the conditions of a conflict of interest**, according to the legislation in force;
- ix) performs the **activity in accordance with the relevant environmental, social and labor legislation**;
- x) **submitted an Independent Application**, according to the requirements of the legislation in force;
- xi) performs the **activity in accordance with the requirements of the legislation in force**.
- xii) There are **no persons** who are/have been in this capacity in a Bidder **exempted from the right to benefit from public funds**, by the decision of the Public Procurement Agency, while this decision is in force.

- ***The above criteria shall be fulfilled with the submission of the Summary of the Self-Declaration Form of the Applicant/ Bidder, on the submission day, according to the Addendum nr. 10 of STDs.***
- *In the event of a Joint Venture of Bidders, each Bidder-member of the group must submit the aforementioned Self-Declaration.*
- *In the event that the Applicant/ Bidder will rely on the capacities of other entities, the aforementioned Self-Declaration must also be submitted by the supporting entity.*

- *The General Qualification Criteria must not be changed by the Organizing Authority.*
 - *In any case, the Organizing Authority has the right to carry out the necessary verifications for the authenticity of the information declared by the Applicant/ Bidder, for the above.*
- If the application is presented by a **Joint Venture of Applicants/ Bidders**, the Applicants/ Bidders should provide:
- **A cooperation agreement** between them, defining the representative, the percentage of participation in the joint venture, and the tasks/ responsibilities that each of the members of the joint venture will carry.
- If an Applicant/ Bidder wants to rely on the capacities of other entities, he/she proves to the contracting authority or entity that he/she will have the necessary resources available, submitting a written commitment of these entities for this purpose.

2. SPECIFIC QUALIFICATION CRITERIA

The Candidate/Bidder should submit:

- Summary Self-Declaration Form, according to Appendix 10

2.1 Economic and financial capacity

- a) To prove the financial and economic capacities, the economic operators must present a certificate for the annual turnover for the last financial years 2020, 2021, 2022, where the turnover value for at least one of the years of the requested period must be no less than 2,500,000 Lek

For foreign operators, in cases where the required documents are not issued in the country of origin to certify the balance sheets/financial statements or the annual turnover, they can submit a statement for their confirmation.

2.2 Technical Capacity:

The Consultant will propose the experts in the disciplines that it deems necessary in order to cover the entire scope of the work described under these Terms of Reference and to prepare the submitted requirements.

The expert group will be composed of core and support staff.

By "main staff" will be understood the technical and managerial staff, which is essential in this task. Key staff must be clearly identified as 'key staff' and support staff must also be clearly identified as 'support staff' in tender proposals advertised through these Terms.

A. Core team

Team Leader (Architect)

Scientific Master's degree in one of the fields related to planning, such as: Territorial Planning, Architect, Urbanist.

At least 20 years of work experience in similar matters as a project coordinator/project manager. Local experience, regional experience or in European Union countries;
At least one similar project described in the CV;
The role of Project Coordinator may also be covered by one of the proposed members of the Core Team. The evaluation of the Project Coordinator will be based on his managerial skills as well as his previous experiences in management.

Landscape Architect

Scientific Master's degree in one of the fields related to planning, such as: Territorial Planning, Architect, Urbanist, Landscape Architecture;
At least 15 years of similar experience;
CV, in which experience in projects or similar responsibilities should be highlighted.

Urban Planner

Scientific Master's degree in one of the fields related to planning, such as: Territorial Planning, Architect, Urbanist, Landscape Architecture;
At least 15 years of similar experience;
CV, in which experience in projects or similar responsibilities should be highlighted.

Construction Engineer

Scientific Master's degree as a construction engineer;
Professional license in construction engineering (or similar supporting documents according to the country of origin);
At least 15 years of similar experience;
CV, in which experience in projects or similar responsibilities should be highlighted.

B. Support team

In order to ensure a product that meets the requirements of the Terms of Reference, in addition to the core staff experts, the following experts should be included in the consultant team:

Biology expert

Scientific Master's degree in one of the fields related to biology, environment
At least 15 years of similar experience;
CV, in which experience in projects or similar responsibilities should be highlighted.

Tourism expert

Diploma/ professional license;
At least 15 years of similar experience;
CV, in which experience in projects or similar responsibilities should be highlighted.

Exhibition and interpretation designer

Scientific Master's degree in one of the fields related to art, design as an architect, interior architect;

At least 5 years of similar experience;

CV, in which experience in projects or similar responsibilities should be highlighted.

Marketing expert

Master of Science Degree in Business and Marketing;

At least 5 years of similar experience;

CV, highlighting experience in projects or similar responsibilities working with the development of marketing and brand strategy for natural/cultural heritage products.

Signage Consultant with at least 5 years of experience in analyzing visitor arrival situations, setting up directional signage for various modes of transportation, experience in protected natural sites is preferred

Audio/Acoustic/Visual Consultant - at least 5 years experience with interactive display projects, audio signage guidance, experience in nature conservation sites is preferred.

Information Technology Expert - at least 5 years experience with data networks, staff and public wifi systems.

Lighting Designer - at least 5 years of experience in lighting architecture, natural parks, trails. Experience in energy efficient design is mandatory, experience in nature conservation sites is preferred.

In order to verify the fulfillment of this criteria, the economic operators should submit:

- **Declaration of Team Composition (primary staff is obligatory);**
- **Primary Staff CV (showcasing relevant previous experience) and portfolio (lead architect/studio and artist);**

All documents must be originals or notarized copies.

Cases of non-presentation of a document, or false and incorrect documents, are considered conditions for disqualification.

Appendix 10*(Appendix to be submitted by the Economic Operator)***SUMMARY SELF-DECLARATION FORM**

I, I, the undersigned _____ in the quality of _____ the Economic Operator _____ declare in my full responsibility that:

PART I: A. INFORMATION CONCERNING THE ECONOMIC OPERATOR

Identification	Answer
Name of Economic Operator: (Please list all Economic Operators if you are a JOE Please indicate the role of the Economic Operator in JOE)	
NIPT (NUIS)-number/s:	
Postal address: Town/City; Postcode	
Representant (name):	
Telephone:	
Email:	

B: DECLARATION

Concerning the sub-contractors and entities on which capacities, the Economic Operator will rely on (if applicable)

In the quality of Economic Operator, I hereby declare under my full responsibility that:			
<ul style="list-style-type: none"> Information on the sub-contractor 			
Name of the proposed contractor	NUIS	Sub-contracting percentage	Services to be sub-contracted

• **Information on entities on which capacities, the Economic Operator will rely on**

Name (s) of entity (ies)	NUIS	Type of capacity on which the Economic Operator will rely on	Provide concrete details of the capacity

Part II: Exclusion grounds

A: DECLARATION

On fulfilment of general qualification criteria

<p>Declaration</p>
<p>The Economic Operator is registered in the Commercial Registry as per the legislation of the country where it operates or as per the special legislation in case on non-profit organization, has its scope of activity the object of the procurement and has active status.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The Economic Operator has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or has been sentenced and a 5 year period has passed from the date of execution of the sentence, if no other period has been defined by the court, as per the provisions of Article 76 of the PPL.</p> <p><i>Clarifications if deemed necessary</i> _____</p>
<p>The person / persons in the capacity of a member of the administrative body, director or supervisor, as a shareholder or as a partner, has either a representative, decision-making or controlling power within the Economic Operator, as follows:</p> <p>_____</p> <p>_____</p> <p>etc.</p> <p>has not been sentenced for any of the criminal offenses provided for in Article 76/1 of the PPL, or</p>

has been sentenced and a 5-year period has passed from the date of execution of the sentence, if no other period has been defined by the court, as per the provisions of Article 76 of the PPL, etc.

Clarifications if deemed necessary _____

The Economic Operator has not been convicted by a final court decision for offenses related to the professional activity.

Clarifications if deemed necessary _____

The Economic Operator is not in the process of bankruptcy (active status).

Clarifications if deemed necessary _____

The Economic Operator has paid all taxes and social security contributions, according to the legislation in force or is in one of the situations foreseen in Article 76/2 of the PPL.

Clarifications if deemed necessary _____

The Economic Operator has paid all due electricity obligations, for all addresses where it operates, under the relevant legislation in force.

This information is required for Economic Operators, which operate in the territory of the Republic of Albania;

Clarifications if deemed necessary _____

The Economic Operator exercises its activity in implementation of legal requirements in force.

Clarifications if deemed necessary _____

The Economic Operator is not listed on the list of banned Economic Operators to be awarded public procurement contracts in accordance to Article 78 of PPL.

The Economic Operator does not have in the quality of the member of its Management or Supervisory Body or shareholder or partner or with representative, decision –making or controlling powers in it, person who are have been in this quality in one Economic Operator which is exempted from the right to benefit public funds by decision of the Public Procurement Agency, during the time this decision is in force.

Clarifications if deemed necessary _____

B: DECLARATION

On the submission of Independent Bids

In the capacity of the Economic Operator, I hereby make this declaration pursuant to Law No. 162/2020, dated 23.12.2020 "On Public Procurement", and pursuant to Law No. 9121/2003 "On Protection of Competition", and I guarantee that the following declarations are true and complete in every aspect:

1. I have read and understood the content of this Declaration;
2. I understand that the submitted Bid will be disqualified and / or excluded from participation in public procurement if this Declaration is found to be incomplete and / or

inaccurate in all respects;

3. I am authorized by the Bidder to sign this Declaration and to submit a Bid on behalf of the Bidder;
4. Any person whose signature appears in the Bid Documentation is authorized by the Bidder to prepare and to sign the Bid on behalf of the Bidder;
5. For the purpose of this declaration and the submitted Bid, I understand that the word "competitor" means any other Economic Operator, other than the Bidder, whether presented as a Joint of Economic Operators or not, that:
 - a) submit a Bid in response to the Contract Notice and / or Invitation to Bid made by the Contracting Authority/Entity;
 - b) is a potential Bidder who, based on its qualifications, abilities or experiences, may submit a Bid in response to the Contract Notice and / or Invitation Bid.
6. The Bidder declares that (chose one of the alternatives below):
 - a) The Bidder has prepared its Bid independently, without consulting, communicating and without having any agreement or agreeing with any other competitor;
 - b) The Bidder has consulted, has communicated, has entered into agreements with one or more competitors related to this procurement procedure. The Bidder states that in the attached documents, the details of this Bid include the names of the competitors, the nature and reasons for the consultation, communication, agreement or engagement (in case of a Joining of Economic Operators or subcontracting).
7. In particular, without prejudice to paragraphs 6. a) and 6. b) above, there has been no consultation, communication, contract or agreement with any competitor in regards to:
 - a) prices;
 - b) methods, factors or formulas used to calculate the price;
 - c) purpose or decision to submit a Bid or not; or
 - d) submission of a Bid that does not meet the specifications of the Bid Request.
8. In addition, there has been no consultation, communication, agreement or contract with any competitor regarding the quality, quantity, specifications or specific deliveries of

goods or services related to the concerned procurement, except where stated under paragraph 6. b) above.

9. Bid conditions have not been made known or disclosed to the other Bidders by any means, either prior to the date and time of the official opening of Bids, of Award Notice and of Contract signing, unless required by law or if specifically stated under paragraph 6.b).

C: DECLARATION

On Conflict of Interest

Declaration

In the capacity of the Economic Operator, we declare that we are aware of the following:

Conflict of interest is a situation of conflict between public duty and the private interest of an official, in which he/she has direct or indirect private interests affecting, or that can affect or that appear to affect the unjust performance of public tasks and duties.

Pursuant to Article 21, paragraph 1, Law No. 9367, dated 07.04.2005, the categories of officials as provided under Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from signing contracts between a party and the public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of High Court, the Head of Supreme State Audit, General Prosecutor, Judges and Prosecutors at the level of the First Instance Court and Court of Appeals, the Ombudsman, Members of the Central Election Commission, Members of the High Council of Justice, General Inspector of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of Regulatory Entities (Bank of Albania Supervision Council, including the Governor and Deputy Governor; competition; telecommunication; electricity; water supply; insurance; bonds; media authorities), General Secretaries of Central Institutions as well as every public official in any public institution whose position is equivalent to that of the General Director, heads of public administration bodies that are not part of civil service.
- For middle-rank civil servants, under Article 31, and officials under Article 32 of Chapter III, Section 2 of this Law, the prohibition in paragraph 1 of this article, on the grounds of private interests of the official, as stipulated herein, shall be applied only in case of concluding contracts within the institution’s scope and territory and the institution’s jurisdiction, where the official works. This prohibition shall be applicable also when party to the contract is a subordinate institution.
- When the official is a mayor or deputy mayor of a municipality or commune, or the chairman of a regional council, member of the respective council, or a high management official of a local government unit, the prohibition due to private interests of the official, specified herein, shall be applicable only in the case of entering into contracts, if any, with the municipality, commune or region where the official exercises such duty. This

prohibition shall be applicable also when party to the contract is a subordinate public institution of this unit (Article 21, paragraph 2, Law No.9367, dated 07.04.2005).

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

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 07.04.2005 “On the Prevention of Conflicts of Interest in the Exercise of Public Functions”, as amended, and secondary legislation adopted pursuant thereto by the High Inspectorate of Declaration and Audit of Assets, as well as Law No. 162/2020, dated 23.12.2020 “On Public Procurement”.

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

D: DECLARATION

On the implementation of the legal provisions on labour relations

Declaration

In the capacity of the Economic Operator, hereby declare under my sole responsibility that:

- The Economic Operator _____ guarantees the protection of the right to employment and occupation from any form of discrimination provided for by the applicable labour legislation in force.
- The Economic Operator _____ has the relevant employment contracts with its employees and guarantees safety and health measures for all and, in particular, for vulnerable groups, based on applicable labour legislation in force.
- The Economic Operator _____ does not have any effective legal measures imposed on by the State Labour and Social Services Inspectorate (SLSSI). In cases where legal violations have been identified, the Economic Operator has taken the necessary measures to address them within the deadlines set by SLSSI.

Clarifications if deemed necessary _____

Part III: Selection / Qualification Criteria

A: DECLARATION

“On the compliance with technical specifications and delivery schedule of the contract scope”

Declaration	Answer
--------------------	---------------

<p>In the capacity of the Economic Operator, we declare that meet all technical specifications, as instructed in the Tender Documents, and we prove this through certificates and documents submitted with this declaration (if required by the Contracting Authority/Entity), and we undertake to realize the scope in accordance with the service and delivery schedule determined by the Contracting Authority/Entity.</p>	<p>Yes [] No []</p>
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B: DECLARATION

“On disposal of necessary workforce and machinery (if required)”

Declaration	Answer
<p>In the capacity of the Economic Operator, hereby declare under my responsibility that:</p> <p>I have the necessary employees, as well as the vehicles and machinery for the execution of the contract, as defined in the Tender Documents, and I certify this with the relevant documentation, which I will submit in original or notarized copy if I win, or if I am required clarifications from the Contracting Authority / Entity.</p>	<p>Employees</p> <p>Yes [] No []</p> <p>If yes, the number of employees: _____</p> <p>The profile of the employees _____</p> <p>Machinery and Equipment /vehicles</p> <p>Yes [] No []</p> <p>If yes, list them with the specific data: _____</p>

Name, Last name, _____

Signature _____

Seal _____

Date of declaration submission _____

Please make sure that:

- **Each participant listed in a Joining of Economic Operators submits a separate Self-Declaration Form**
- **In case the bidding Economic Operator will rely on the capacities of other entities, a separate Self-Declaration form shall be submitted by the supporting entity too.**
- **Any untrue/incorrect Self-Declaration by Economic Operators is not only cause for disqualification from the concrete procedure, but also a cause for their exclusion from the right to win public contracts for up to 3 years, according to the provisions of the law on public procurement.**
- **Economic Operators who Bid in the procurement procedures must self-declare in any case the correct information that corresponds to their real situation.**

In Any case, the Contracting Authority shall be entitled to perform the necessary verifications on the truthfulness of the information stated by the Economic Operator as per the above.

- **In any case, prior to the publication of the preliminary award notice and commencement of deadlines for complaint, the Contracting Authority/Entity must ask the successful Bidder to supply proof documents regarding the Self-Declarations in the summary Self-Declarations form, as well as the documents submitted as part of the electronic Bid. These documents must be submitted in original or in certified copies as equivalent to the original.**
- **If the information provided in the Self-Declaration form, is available in a database and the Contracting Authority/Entity can directly access this information and/or document, the Economic Operator must indicate the corresponding address for this database.**

Annex 11

[To be completed by the Contracting Authority]

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER²

[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):

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.

² This notification should be used in case of procurement procedures which make use of written form (hard copy).

Standard tender documents

“Multifunctional center and information stations in the “Vjosa River” National Park

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** >

Appendix 12

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

CONTEST RESULTS FORM (PRIOR NOTICE)

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

Name _____

Address _____

Tel/Fax _____

E-mail _____

Webpage _____

2. Name and contact of the person (s) responsible for the procurement _____

3. Contract object: _____

4. Number of reference of the procedure/ Lot: _____

5. Contract duration or deadline for its execution: _____

6. Type of Design Contest (with or without the reduction of the number of Economic Operators);

7. Award criteria used: _____

8. Number and value of the awards: _____

9. Number of participants: _____

10. Date of the decision of the jury: _____

We hereby inform that the following Bidders have participated in this procedure:

1. _____ evaluated with ____ points.

2. _____ evaluated with ____ points.
Etc. . _____ evaluated with ____ points.

The following Bidders have been disqualified:

1. _____
2. _____

For the following reasons respectively:

* * *

In case the Contracting Authority/Entity will apply the Price and / or Refund to Economic Operators other than the one ranked first, the identity of the Economic Operators must be specified as well as the Price and / or Refund applied.

* * *

Referring to the above procedure, we inform [*name and address of the awarded Bidder*], that the Bid submitted by you and evaluated with _____ points has been identified as the preliminary winner.

Upon receipt / publication of this notice, the deadlines for appeal begin as defined in Article 110 of Law no. 162/2020, dated 23.12.2020, "On Public Procurement".

Appendix 13

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

AWARD NOTICE FORM

(AT THE END OF THE COMPLAINT DEADLINE)

[Date]

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

Procurement / Lot procedure:

Number of procedure/Lot reference:

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

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

We hereby inform that the following Bidders have participated in this procedure:

1. _____ evaluated with ___ points.
2. _____ evaluated with ___ points.
- Etc. . _____ evaluated with ___ points.

The following Bidders have been disqualified:

1. _____
2. _____

For the following reasons respectively:

* * *

In case the Contracting Authority/Entity will apply the Price and / or Refund to Economic Operators other than the one ranked first, the identity of the Economic Operators must be specified as well as the Price and / or Refund applied.

* * *

Referring to the above procedure, we inform [*name, NUIS and address of the awarded Bidder*], that the Bid submitted by you and evaluated with _____ points has been identified as the successful Bid.

Consequently, you are kindly requested to submit to [*name and address of the Contracting Authority/Entity and contact reference*] the Contract Performance Security as provided in the Tender Documents, within _____ days from the date of receipt / publication of this notice.

In case you do not agree with this request, or does not submit the contract security within the deadline, withdraw from signing the contract, the insurance of your Bid will be forfeited, as provided in Article 83 of Law no. 162/2020 “On Public Procurement”.

Complaints after the preliminary award notice

YES NO

If YES (The final decision for the handling of the complaint/s no. date) _____

Complaints after the cancellation notice for the procedure:

YES NO

If YES (The final decision for the handling of the complaint/s no. date) _____

[Head of the Contracting Authority/Entity]

Annex 14

GENERAL CONDITIONS OF THE CONTRACT

(if are applicable)

Design Contest

Article 1 Purpose

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

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

Article 2: Definitions

- 2.1 “Contract” means the written agreement between the Contracting authority and the Contractor, which comprises the Tender Documents, including GCC and SCC, all attachments and completed forms, which are referred in each document.
- 2.2 “Contract Price” means the price to be paid to the Contractor, in accordance with the contract for the complete and precise implementation of his contractual obligations.
- 2.3 “Object of Contract” means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.
- 2.4 “Party (-ies)” mean the signatories of the contract.
- 2.5 “Contracting Authority” means the Contracting Authority which is a party to this Contract, and which contracts the Goods of this contract. This term shall have the same meaning with the one defined in the law.
- 2.6 “Contractor” means the natural or legal person, which is party in this contract and, in accordance with the provisions of this contract, is the one who supplies the Services.
- 2.7 “Services” means all the tasks to be fulfilled by the Contractor according to the contract.
- 2.8 "Terms of Reference" express the object and purpose of the contract; define the duties, requirements, objectives, distribution, location and delivery of Services to be provided.

Article 3 Drafting of the Contract

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

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

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

Article 5: Confidential Information

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

Article 6: Intellectual Property

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

Article 7 General Obligations of the Contractor

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

Article 8 Special Obligations of the Contractor

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

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

8.3 The Contractor shall provide reports related to the implementation of the Services as required in the contract.

Article 9 Specification and Drawings

9.1 If the contract requires mapping services, the Contractor shall draw all the specifications and drawings of systems using accepted and generally recognized acceptable to the Contracting Authorities and take into account the latest standards.

9.2 If the contract requires mapping services, the Contractor shall ensure that all specifications, drawings and other requirements have been prepared under neutral in terms of promotion of competition in the procurement of drawing objects.

Article 10 Permits and Licenses

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

Article 11 Replacement of the key personnel

11.1 The Contractor shall provide prior written approval by the Contracting Authority before the removal or replacement of key personnel as described in Contractor's bid.

11.2 The Contractor shall replace any employee in the contracting authority finds that a person has committed illegal acts or contracting authority is quite satisfied with the work of the person.

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

11.4 The Contractor shall pay the additional cost for replacement of main personnel unless the substitution has been the cause of the negligence or lack of care to the Contracting Authority.

Article 12 Location

12.1 Services must be performed at the place or places specified in the contract.

12.1 If the country is not specified, the Contracting Authority reserves the right to approve the place or places of service delivery, however, approval should not be delayed unreasonably.

Article 13 Insurance of Professional Responsibility

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

Article 14 Contract Price

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

Article 15 Payment terms

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

Article 16 Delays in Payment

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

Article 17 Amendment of the Law and Rules

- 17.1 If, after the date of contract signing, any law, regulation, directive or procedure with the effect of the law in the Republic of Albania comes into force, is issued or amends and affects the conditions, including the date of delivery, or the contract price, the terms and

conditions and the price of the Contract shall be regulated at the extent the Contractor has been affected in meeting his obligations, in accordance with the Contract.

Article 18 Force Major

- 18.1 The Contractor should not be held responsible for the loss of the Contract Security, for liquidated damages or cancellation for non-fulfillment, if, and to the extent the delay or any other failure in carrying out his obligations in accordance with the contract, is the result of a force major.
- 18.2 **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.**
- 18.3 **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

- 19.1 Except when otherwise provided, the Contractor should start to implement the Contract, immediately following its signing.
- 19.2 Except when the Contracting Authority agrees for an extension of the Contract time limits, the Contracting Authority has the right to liquidate the damages for the delay in implementation, if the Contractor fails to deliver the Services within the complete execution period, as specified in the Contract.
- 19.3 The Contracting Authority may deduct the value of liquidated damages from the amount to be paid to the Contractor. In this case, the Contracting Authority should give to the Contractor a written notification on the value and reason of such deduction.
- 19.4 The Contracting Authority should agree on an extension of the time limits, in cases of force major.
- 19.5 The Contracting Authority can agree on an extension of the time limits, even in other circumstances, if it is in the public interest. If the Contractor encounters conditions, which obstruct the implementation in time, the Contractor shall promptly notify in writing the Contracting Authority regarding the delay, the causes and the date proposed for the delivery or the conclusion. The Contracting Authority should evaluate the request. If the Contracting Authority agrees with the delay, the extension shall entry into force with a written amendment of the Contract, signed by the Contracting Authority and the Contractor.

Article 20 Liquidated Damages for Delayed Submission

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

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

Article 21 Negotiations and Amendments

- 21.1 The parties shall not negotiate for modifications or amendments in any of the elements of the Contract, which would considerably change the conditions constituting the basis for the selection of the Contractor.
- 21.2 No amendment or any other contract variation shall be valid without being in written form, dated and referring expressly to the Contract, or if it is not signed by an authorized representative of the Contractor and of the Contracting Authority.
- 21.1 Any waiving from rights, powers or corrections of the parties, in accordance with the Contract, shall be done in writing, shall have a date and should be signed by an authorized representative of the party, which withdraws from such right, and should specify the right and the extent of it.

Article 22 Modification of Order

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

Article 23 Suspension due to Default

- 23.1 The Contracting Authority may cancel the Contract, completely or partly, if:
 - a) The Contractor fails to complete the delivery of Services within the specified time limit in the Contract, or within the granted extension; or,
 - b) The Contractor fails to fulfill any other obligation of the Contract.

Article 24 Cancellation due to Bankruptcy

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

Article 25 Cancellation in the public interest

- 25.1 The Contracting Authority may cancel the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.
- 25.2 The Contracting Authority should give a written notification to the Contractor, regarding this cancellation.

- 25.1 The Contracting Authority should pay the Contractor for all accepted Goods and related Services, which were delivered prior to cancellation and should pay the Contractor for the damages caused by the partial delivery of Goods and Related Services. While calculating the value of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize the damages.

Article 26 Sub-Contracting

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

Article 27 Transfer of Rights

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

Article 28 Contract Insurance

- 28.1 Within 30 days from the receipt of the notification for the contract award, the Contractor should give to the Contracting Authority the guarantee of a Contract Insurance at the acceptable amount and form, as specified in the Contract. Failure in providing a Contract Insurance in the required form and amount, within 30 days, shall result in the cancellation of the Contract and in the forfeit of the Contractor’s Tender Insurance.
- 28.1 The amount of the Contract Insurance shall be paid to the Contracting Authority as a compensation for any loss, resulting from failure of the Contractor in meeting his obligations, in accordance with the Contract.
- 28.2 The contract insurance will be paid back to the Contractor not later than 30 days after the date of implementation of Services.

Article 29 Legal framework

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

Article 30 Settlement of Disputes

- 30.1 The Contractual Authority and the Contractor must make any possible effort to settle disagreements or conflicts between them or regarding this agreement through direct negotiations.
- 30.2 If the parties fail to settle the disagreement or conflict, the problems will be considered through the dissolution of agreements according to the contract and the law procedures in force in virtue of the legislation of the Republic of Albania.

Article 31 Representation of Parties

- 31.1 Each party must nominate by a written document a person or organizational position, which will be responsible, on behalf of the party, for the receipt of communications and the representation of the party during the contract’s execution.
- 31.1 Each party must immediately inform the other party on any modification in the nomination of party’s representative. If one of the parties fails to inform the other, it must assume any losses caused as result of the failure to give sufficient notice.
- 31.2 The parties may nominate additional organizational units or persons to represent the party in specific actions or activities. In this case, the written notice must specify the extent of representative’s authority.

Article 32 Notices

- 32.1 Any notice given by one of the parties to the other party according to the contract must be written in a document in the address specified in the contract.
- 32.1 The notice will come into effect immediately upon handing over.

Article 33 Calculations of Deadlines

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

SPECIAL CONDITIONS OF THE CONTRACT

(if are applicable)

Design Contest

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

Article 1 Definitions

- 1.1 The Contracting Authority is: Albanian Development Fund
- 1.2 The Contractor is: _____.

Article 2 Performance Security

- 2.1 Performance security in the amount of (10% of the contract value) should be offered from the contractor to ensure the execution of his duties according to the contract.
- 2.2 Performance security shall be issued or returned, immediately to the Contractor according to the following form:

After the whole fulfillment of the contractual obligations.

Article 3 Commencement of the Contract

- 3.1 The execution of the contract shall commence on _____. If it is not specified, the execution of the contract shall commence after the contract signing.

Article 4 Location of Services

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

Article 5 Information to be given by the Contracting Authority

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

Article 6 Reporting Requirements

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

Article 7 Insurance of Professional Responsibility

- 7.1 **Before the commencement of contract execution, the Contractor shall provide the Contracting Authority with evidence for the insurance of professional responsibility with a minimum amount as follows: a minimum amount equal with the price defined in**

the tender documents for the Project execution and will endure until the end of the Project implementation.

Article 8 Terms of Payment

8.1 Payment for Services should be made as follows hereunder: After the completion of each phase, in accordance with the Terms of Reference.

8.2 Each payment listed shall be made within _____ days upon date of submission of the agreement of payment or from submission date of the written request for payment, whichever is the latest. If left blank, each payment shall be made within 30 (thirty) days.

8.3 The payment currency shall be _____. If left blank, the payment currency shall be Albanian Lek.

Article 9 Payment in advance

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

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

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

_____.

Article 10 The contract warranty rebate

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

If not met , the guarantee remains unchanged .

Annex 16

[Letterhead paper of Bank / Insurance Company]
[To be completed by the Economic Operator]

CONTRACT SECURITY FORM
(if applicable)

[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 15

(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
<input type="checkbox"/>	<input type="checkbox"/>
Local Government Unit	Other
<input type="checkbox"/>	<input type="checkbox"/>

Section 2 Object of the Contract

2.1 Type of Contract

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

Type of 'Public Contracts for Services'

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

2.2 Short description of the contract

1. Source of Financing _____
2. 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: Design Contest

3.2 Award criteria:

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 15/1

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

1. Name and address of the contracting authority

Name _____

Address _____

Tel / Fax _____

E- mail _____

Website _____

2. Type of procedure : _____

3. Object of the contract _____

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

Value _____ (VAT) Currency _____

6. Date of signature of the contract _____

7. Name and address of contractor

Name _____

Address _____

No . NUIS _____

Annex 16

[Letterhead paper of Bank / Insurance Company]
[To be completed by the Economic Operator]

CONTRACT SECURITY FORM

(if applicable)

[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 17

**COMPLAINT FORM TO THE CONTRACTING AUTHORITY AND THE PUBLIC
PROCUREMENT COMMISSION**

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

Section I. Identification of the Complainant

Complainant may be a bidder or a potential bidder (*for example, as an individ, in partnerity, in collaboration, in joint venture*).

Complainant's full name (please type)

Address

City

State

Postal code/Zip code

Telephone No. (including area code)

Fax No. (including area code)

E-mail

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

Signature of authorized official

Date (year/month/day)

Telephone No. (including area code)

Fax No. (including area code)

Section II. Information on the Procedure

1. Number of Identification

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

2. Contracting Authority

Name of the contracting authority administering the procurement process

3. Estimated Value of the Procurement

The calculation of the Contract Value (the amount expresses in figures and words)

4. Object of the Contract

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

5. Deadline for Tender Submission

Deadline for the submission of tenders

Date (year/month/day)

6. Contract Award Date

Date (year/month/day) if applicable

Section III. Description of the complaint

1. Complaint Legal Grounds

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

2. Detailed Statement of the Facts and Arguments

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

3. List of Attachments

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

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

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

Fax No:

E-mail:

Signature and Seal of Complainant

Aannex 18

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

Presentation of arguments by interested economic operators addressed to:

Contracting Authority/Entity and Public Procurement Commission

Section I. Identification of Economic Operator/s/Association of economic operators

Complainant's full name (please type)

Address

City

State

Postal code/Zip code

Telephone No. (including area code)

Fax No. (including area code)

E-mail

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

Signature of authorized official

Date (year/month/day)

Telephone No. (including area code)

Fax No. (including area code)

Section II. Information on the Procedure

1. Number of Identification

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

2. Type of procedure

Name of the contracting authority administering the procurement process

3. Contracting Authority

Name of the contracting authority administering the procurement process

4. Estimated Value of the Procurement

The calculation of the Contract Value (the amount expresses in figures and words)

5. Object of the Contract

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

6. Deadline for Tender Submission

Deadline for the submission of tenders

Date (year/month/day)

7. Complaint being reviewed:

Date (year/month/day) if applicable

8. Winner Notification Publication Date

Date (year/month/day) if applicable

Section III. Description of the complaint

1. Complaint Legal Grounds

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

2. Detailed Statement of the Facts and Arguments

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

3. List of Attachments

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

Annex 19

(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
<input type="checkbox"/>	<input type="checkbox"/>
Local Government Unit	Other
<input type="checkbox"/>	<input type="checkbox"/>

Section 2 Object of the Contract

2.1 Type of Contract

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

Type of 'Public Contracts for Services'

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

2.2 Short description of the contract

1. Source of Financing _____
2. 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: Design Contest

3.2 Award criteria:

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

**THE NOTICE OF THE SIGNED CONTRACT THAT IS SENT FOR PUBLICATION IN
THE BULLETIN OF PUBLIC NOTICES**

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

1. Name and address of the contracting authority

Name _____

Address _____

Tel / Fax _____

E- mail _____

Website _____

2. Type of procedure : _____

3. Object of the contract _____

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

Value _____ (VAT) Currency _____

6. Date of signature of the contract _____

7. Name and address of contractor

Name _____

Address _____

No . NUIS _____

