

STANDARD BIDDING DOCUMENTS



**REPUBLIC OF ALBANIA
AGENCY OF PUBLIC PROCUREMENT**

**STANDARD BIDDING DOCUMENTS ON CONSULTANCY
SERVICE EITI**

“Selection of the consultant for validation report prepared by an
independent validator”

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1. NOTICE OF CONTRACT AWARD

Section I Contracting Authority

I.1 Name and address of the contracting authority

Name Ministry of Economy, Trade and Energy
Address Blvd “Deshmoret e Kombit”, 1001, Tirane, Albania
Tel/Fax ++ 355 4 2223455
E-mail postmaster@mete.gov.al
Website www.mete.gov.al

I.2 Name and address of the responsible person:

Name Shkelqim Hysaj, Albanian EITI Secretariat
Address Blvd “Deshmoret e Kombit”, 1001, Tirane, Albania
Tel/Fax ++355 4 2222245 74127
E-mail agim.shehu@mete.gov.al

I.3 Type of the Contracting Authority and main activity or activities:

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

Section II Scope of Contract

II.1 Type of contract

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

Type of “Contract for public works”

Implementation of works	Design and implementation of works
<input type="checkbox"/>	<input type="checkbox"/>

Type of ‘Public contracts for services’

Design competition	Consultancy service	Other services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Type of “public contracts for goods”

Purchase	Rent	Lease	Purchase in installments	A combination of these
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II.2 Brief description of the contract

1. Limit Fund : 9 100 000 (nine million one hundred thousand) **Lek (ALL)**
2. Selection of the consultant's validation report prepared by independent validator

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

Duration for 9 (nine) weeks, starting from the signature of the contract

II.4 Location of the contract:

Ministry of Economy, Trade and Energy, Tirana, Albania.
Blvd “Deshmoret e Kombit”, 1001, Tirane, Albania

II.5 Division into LOTS

Yes No **X**

If yes

II.6 Brief description of lots

(Quantity or scope and limit fund of LOTS)

1. _____

2. _____

3. _____

Etc.

II.7 Options:

Number of possible renewals (*if any*):

or: from to

II.8 The following versions shall be accepted:

Yes No

II.9 Contract in the framework of a Special Agreement between Albania and another State

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Yes No

Section III Legal, economic, financial and technical information

III.1 Qualification requirements (*shortlist*)
(see the Annex 7)

III.1.1 Legal capacity of economic operators, including the requirements related to the registration in the professional or commercial registers:

Information and required formalities to assess if the requirements are properly met:

For further information, please consult the Tender Documents

Legal capacity:

General Qualification Requirements are certified by way of documents that are issued not earlier than 3 months from the day of the opening of bids.

III.1.2 Economic and financial capacity:

Necessary information and formalities to determine whether the requirements are met:

For further information, please consult the Tender Documents

III.1.3 Technical capacity:

Necessary information and formalities to determine whether the requirements are met :

For further information, please consult the Tender Documents

III.2 Bid security:

Bidder or qualified candidates should submit bid security, in the amount of 2 (two) % of the limited fund specified in the tender documents.

Section IV Procedure

IV.1 Type of procedure:

Open	Restricted	Negotiated	Design competition	Consultant Service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2. INVITATION TO NEGOTIATION

Ministry of Economy, Trade and Energy invites to submit applications for participation in this procedure for the realization of the following services:

Validation of the Extractive Industries Transparency Initiative in ALBANIA
Terms of Reference for the Validator
Endorsed by the MULTISTAKEHOLDER GROUP

1. Background

The Government of Albania has officially endorsed EITI on the Global EITI Conference in Doha, 16 February 2009. Transparency initiatives are taken seriously by the Government, which has the clear goal of leading the country to EU admission in the foreseeable future. These initiatives come also at a time when the mineral sector of the country, after an extended period of a weakly governed privatization process, is regaining new strength, with a significant number of competitive exploration and extraction operations active in the country. At this critical stage, implementation of EITI will build the foundation for a well run and transparently governed mining and petroleum sector in Albania. Besides the technical reconciliation of revenues, it is also expected that the establishment of EITI will lead to a mitigation of possible conflicts in the mining regions, coherent planning of the mineral industry including all relevant stakeholders, as well as improved acceptance and perception by international investors as well as donors of Albania as an open and transparent country to conduct business.

The extractive industries policy, legislation, programs and action plans for a sustainable development of the sector is planned to be realized through:

1. investment development, by better legal frame work and regulation to reduce the administrative barriers and finishing the process of privatization, promotion of industrial business with higher value added, strengthening of the institutions dealing with business ensuring well-management of natural and human resources for a sustainable development, inciting, supporting and encourage the development and increment of domestic production, education and training for entrepreneurship, coordination and cooperation of the developing programs of the country with those regional and more, improvement of the climate for foreign investments, saving the professionalism and transparency on which the implementation of EITI will have a great impact;
2. investment in development of extractive industries friendly to the environment, by enforcing the mitigation measures, rehabilitation process, strengthening of the supervision on remediation, re-cultivation, monitoring and post monitoring process, ensuring level of work safety and health protection, less damages and pollution to environment, application and implementation of advanced technologies to minimize as much as possible the effects on life of communities, and nature from extractive activities.
3. taking in consideration the social aspects, by the involvement and understanding of community, transparency, civil society involvement in a wider way, taking in consideration profits and damages to the community as an approach to fight poverty and corruption, creating new jobs, creating possibilities for infrastructure improvement, help in health system and education particularly for the areas with poor economic activity.
4. Implementing of EITI that will serve in short -mid-long terms in different aspects such as:

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- Maximum profit of Albanian citizens,
- Transparency to the public , transparency on decision making,
- Transparency and Prevention of Corruption
- Good governance, continuity of reforms, Fight the corruption
- Fight the poverty specially in rural areas, and social care
- Improvement on economical and financial balance of the country by development of exports,
- Increase of revenues of the local authorities through percentage in royalty and other taxes
- Fiscal administration and policies
- Development priorities and budget expenditure
- Strengthening the institutional capacity and human resources for law enforcement
- Information and documentation system (including tax payments)
- Participation of communities
- Free and fair competition and attracting foreign investments
- Developing infrastructure
- Reduction in unemployment, Employment,
- European integration

General description of the procurement procedure

This process include principal phase:

Phase – Bids’ presentation:

The Contracting Authority will send an invitation to submit bids to the Contracting Authority. After receiving the bids, the Contracting Authority will review them, to be in accordance with the participation criteria and to be qualified as per Tender Documents requests. The qualified final bids will be reviewed and evaluated according to the Contracting Authority’s relevant criteria. The Contracting Authority awards the contract to the Bidder that has presented the best evaluated bid.

OPTION [in cases of lots]

A Bidder may apply for [a lot] [several lots]. A special bid is presented for each lot.

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

To be invited to the tender, the candidates should fulfill the minimum qualification criteria of the TD Section 7.

The set of tender documents can be withdrawn to the following address: www.mete.gov.al

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OPTION [if payments are envisaged]
after paying a refundable value of ALL

The Bid to negotiation must be presented to Ministry of Economy, Trade and Energy,
Blvd. “Deshmoret e Kombit”, 1001 Tirana, Albania
.....

Prior to
The date 28/01/2011, at 11.00 hrs (local time)
(see section 5 of DT for details)

All candidates shall be informed at the earliest convenience and in any case within 5 days from the taking of decision in terms of the qualification process after the delivery of the bid to negotiation.

The qualified candidates will be invited to submit bids.

The contract will be awarded to the Bidder that has submitted the best bid in accordance with the criteria specified in the Section 7 of the TD.

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3. GENERAL INFORMATION ABOUT THE PROCEDURE

- 3.1 Public procurement procedure will be conducted in conformity with the Law No. 9643, dated 20.11.2006 on Public Procurement, Public Procurement Rules approved by the COM decision No. 1, dated 10.01.2007, and this Tender Documents.
- 3.2 Each qualify economic operator is invited to submit a bid for participation. but only the qualified economic operators shall be invited to submit a bid. The contract will be awarded to the Economic Operator having submitted the best evaluated bid, based on the criteria stated in the TD.
- 3.3 Pursuant to the Article 24 of the P.P. Law, the Contracting Authority may cancel the procurement procedure for one of the following reasons:
- 1) no bids is submitted within the time limits;
 - 2) none of the received bids are compliant;
 - 3) all compliant bids contain prices which substantially exceed the Contracting Authority's budget foreseen for a given contract;
 - 4) the number of the received compliant bids is less than 2 (two) and does not ensure a genuine competition;
 - 5) for other demonstrable reasons beyond the Contracting Authority 's control and not predictable at the time of the publication of the award procedure, on behalf of the public interest;
 - 6) when the Public Procurement Commission sets aside, as referred to in the letter "b" and "d" of paragraph 3 of Article 64 of the PPL (when all presented requests/bids result to be unusually low) ;

All Economic Operators that have submitted a request for participation/bid or have participated in the procedure will be notified on the decision taken and the reasons for the cancellation of the procurement procedure within 5 days after the taking of this decision.

3.4 Terms used in the Tender Documentation have the following meanings:

“Authorized Person(s)” - person(s) authorized by a Contracting Authority to act on its behalf and person(s) authorized by means of a Power of Attorney, written authorization or other legal means to act on behalf of a Bidder.

“Contracting Authority” – Ministry of Economy, Trade and Energy

“PPL” - Law No 9643, dated 20.11.2006 on Public Procurement

“Procurement Procedure”– procedure conducted by the Contracting Authority on the basis of this Tender Documentation.

“Public Procurement Rules” – bylaws issued in application of the PPL , including inter alias, the Public Procurement Rules approved by the COM with the decision No 1, dated 10.01. 2007.

“Economic Operators” – any natural person or legal person or any group of such persons offering service implementation.

“Candidate” – any economic operator requesting to be invited in a limited procedure.

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“Bidder”- any economic operator having submitted a bid in accordance with the TD.
“TD” – Tender Documentation.

4. INSTRUCTIONS FOR ECONOMIC OPERATORS

Means of communication with the candidates/Bidders

- 4.1 The entire communication and information exchange (correspondence) between the Contracting Authority and the Candidate/Bidder should take place in writing as defined in the Article 22 of the PPL.
- 4.2 In particular, the communication and information exchange will take place by mail, fax, electronically (to the internet address mentioned in the section I (2) of the notice of the contract). The correspondence is deemed to be submitted in due time if it's written contents in conformity with the article 22 of the PPL, reaches the Contracting Authority before the expiry of the time limit.

Drafting of request/Bid

- 4.3 Candidates/Bidders are obliged to prepare requests/bids in accordance with the requirements established in that TD-s. Requests/bids that are not prepared in accordance with this TD will be rejected as non – compliant.
- 4.4 The candidates/Bidders shall bear all costs associated with the preparation and submission of their request/bid. The Contracting Authority is not responsible or liable for those costs.
- 4.5 The request/bid and all documents and correspondence related to the request/bid exchanged between the Economic Operator and the Contracting Authority must be prepared in Albanian or English. The supporting documents and the printed literature submitted by the Candidate/Bidder may be in writing in another language as well, commonly used in the international trade, provided they are accompanied by an accurate translation of their pertinent passages in the language of the tender.
- 4.6 *(option)*.
A clarifying meeting shall be organized on (dd/mm/yyyy) in such a way that the Economic Operators may be familiar with the TD and the place of the implementation of the service. The participation is optional but the concerned Economic Operator must confirm in advance in writing his purpose to participate in this visit. During the meeting, there shall be given additional information and explanations which shall be distributed to all Economic Operators. All costs of the Economic Operators related to the meeting must be covered by themselves.

To organize the meeting please contact: - (specify contact person)

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- 4.7 The original of the request/bid should be typed or written in indelible ink. All request sheets must be firmly bounded together and paginated. All bid sheets in addition to the un-amended printed literature should be initialed or signed by the Authorized Person(s). Any amendments in the request/bid must be legible and signed by Authorized Persons. Additionally, in case of requests/bids submitted by a consortium, the bid must be accompanied by the Power of Attorney/written authorization for the Authorized Persons to represent the consortium during the procurement procedure (Power of Attorney may also include an authorization to sign a contract).

5. QUALIFICATION

Deadline and place for the submission of the requests/bids for negotiation

- 5.1 Deadline for submission of requests/bids for negotiation expired on 28.01.2011, at 11.00 hrs, at local time.
The requests submitted after the expiry of the deadline will be returned to the Candidate unopened.
In the case of electronic procurement deadline for the submission of the request/bid for negotiation expired at the time of clock determined by the contracting authority for submission of requests.
Bidders or their representatives may be present at the opening of bids. The information communicated during the public opening of bids was submitted by electronic means shall be communicated to all economic operators who have submitted bids, according to their requests.
- 5.2 Economic Operators should submit only the original request to enter into a non-transparent envelope, stamped and signed with the name and address of the applicant and marked: " Bid for qualification proceedings No. Contract _____
"DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION
COMMISSION AND NOT BEFORE 28/01/2011(dd /mm/yyyy), 11.00 hrs,(local time)"

General Conditions for participation and required certifications

- 5.3 In accordance with the PPL, the Economic Operators should meet the following conditions:
- a) Their requests/bids may not be subject to rejection by virtue of the Article 45 of the PP Law;
 - b) They must have the right to pursue professional activity and/or to be registered in relevant professional or trade registers;
 - c) Their economic and financial standing should guarantee proper execution of the contract;
 - d) Their technical and professional ability should guarantee proper execution of the contract.

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- 5.4 In conformity with the Article 45 of the PPL, the request/bid will be rejected if the Economic Operator:
- a) is bankrupt or is liquidating the activity or has entered into an agreement with creditors or has suspended or limited business activities or who is in any related situation arising from a similar procedure under the relevant laws and regulations of Albania or its country of establishment;
 - b) is subject to procedures for the declaration of bankruptcy, for an order for compulsory liquidation or for an agreement with creditors or of any other similar procedures under the relevant laws and regulations of Albania or its country of establishment;
 - c) has been convicted of any offence regarding his or her professional conduct;
 - d) has been found guilty by a competent court of Albania of grave professional misconduct;
 - e) has not fulfilled its obligations related to the payment of taxes in accordance with the relevant laws of Albania or its country of establishment;
 - f) misinform and submit documents containing false data for the purpose of their qualification.
- 5.5 The economic operators should be registered in the relevant professional or trade registers of the country in which they are established demonstrating their legal personality.
- 5.6 The economic operators may prove that none of the cases quoted in the section 5.4 and 5.5 is attributed to them, submitting the evidence described in the Annex 7 of the TD.

Specific Qualification Criteria

- 5.7 As regards the technical and professional capacities, the Economic Operator must fulfill the following minimum requirements: (the contracting authority may determine a number of requirements provided they are clear, objective, non-discriminating and proportionate to the nature of the contract)
1. Successful experience in the execution of at least:
 - a) A contract of the services of the same nature performed during the last three years of the operator's activity.
 - b) Professional License related to the services, subject to contract, if any.

- 5.8 Professional licenses and CV of the key responsible staff for the contract implementation (to be completed by the Contracting Authority)

- 5.9 The evaluation of technical and professional capacities of the Economic Operator will be based on the certifications or documents provided for in the Annex 7 of the TD.

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Group of economic operators

- 5.10 The bids may be submitted by a group of economic operators, one of which is the representative of the others during the procedure, and in case of selection, also during the contract performance. The request should determine the part of services that each of the members of the consortium should perform.
- 5.11 Prior to submitting the request, the consortium should be officially established through a notarized agreement, which indicates the name of the consortium's representative, the participation percentage or the concrete service to be performed for each member, as well as the authorization/the power of attorney document referring to the consortium representation, serving in both cases, for the bid's submission or for the contract conclusion, in case of being awarded. The representative should make a bid security, by specifying participation as a consortium of economic operators.
- 5.12 In case of requests submitted by a consortium of economic operators, the Contracting Authority, when assessing the requirements established in the TD, will take into account the qualifications, and technical and professional capacity of this consortium, taken together. The documents referred to in the section 4.2, 4.3 and 4.4 must be prepared separately for each member of the consortium and should be attached to the request. In the meantime, the economic, financial, professional and technical requirements must be met by the entire group taken together, in accordance with the percentage of the participation in the work, specified in the act agreement.

6. BIDS' SUBMISSION AND EVALUATION

The bids will be submitted according to the Form in the Annex 1.

6.1 The bid should comprise the following documents:

The bid should include the technical and financial bids.

The technical bid includes:

- a) A detailed description of the proposed Services and the methodology including all the information required in the Tender Documents, and the Contracting Authority could deem it sufficient, to determine if the proposed services are in accordance with the Terms of Reference.
 - b) List and the CV of key staff
 - c) Work Schedule
 - d) Power of Attorney to represent the company;
 - e) Alternative Technical Bid, if permitted
- (any other documents, determined by the Contracting Authority)*

Financial Bid

- a) Price schedule (see Annex 3)

A Bidder is allowed to present only one bid.

Confidentiality

- 6.2 The Article 25 of the Law states that:

“Without prejudicing the provisions of this law concerning the obligations related to the advertising of the procurement contracts and to the information to candidates and Bidders set out respectively in the Article 21 and 57 of this law, the contracting authority shall not disclose information forwarded to them by economic operators labeled as confidential. Such information includes, in particular, technical aspects, trade secrets and confidential information of bids”

The Contracting Authority assumes that not all of the information submitted by the Bidders will be genuinely confidential. Some information – including the commercial, financial or technical information, would have already been made public or will become public in the future.

The Contracting Authority requires the Candidates/Bidders to indicate, when they submit information to the Contracting Authority, which specific items of information should be regarded as confidential, on what grounds it should be regarded as confidential and for how long it will continue to be confidential.

Bid prices shall, in no circumstances be regarded as confidential.

The Bidder must list (in the format set out as the Annex 5), that part of information which should be regarded as confidential and the reasons hereof.

- 6.3 The Bidders must submit only the original bid. The bid consists of the envelope of the technical bid and the envelope of the financial bid which are clearly identified, by making the relevant notes. The bid and its copies should be sealed in one non – transparent envelope stamped or signed with the name and the address of the Bidder and marked:
Bid for the consultancy services of the contract No...”

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID EVALUATION COMMISSION AND NOT BEFORE 28/01/2011 (dd/mm/yyyy), 11.00 hrs, local time ”.

- 6.4 The Bidders may modify or withdraw their bids provided modification or withdrawal is done before the expiry of the time limit for the submission of the bids. Both modifications and withdrawal must be communicated to the Contracting Authority in writing before the date and time for the submission of bids. The section 6.3 of the TD instructs the Bidders concerning the modification or the withdrawal of their bids. Consequently, the envelope containing the statement of the Bidder should be respectively marked: **“MODIFICATION OF BID”** or **“WITHDRAWAL OF BID”**.

Price calculation

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- 6.5 All the proposed Tender Prices should be fixed and cannot be subject to review. The Candidate should submit:
- Rate for the unit time for each person;
 - A summary of the direct and indirect costs of the expenses, including taxes, fees, licenses fee, insurance and any other costs related to the service implementation.
 - The total Tender Price, excluding VAT and the VAT amount, if applicable.
(any other information specified by the Contracting Authority)

Alternative bids

- 6.6 If permitted in the TD, the Bidders may offer alternative technical bids for the specific requirements in the DT. The Contracting Authority will review only the technical alternatives, if any, submitted by the responsive Bidder, according to the TD requirements.
- 6.7 If required in the TD, each Bidder should submit together with the main bid, a particular bid for particular services, described in the TD, which the Bidder may or not include in the contract. These particular bids are called “alternative/possible bids”. The awarded bid will consider the alternative/possible bids, only if this is specifically permitted in the Bidding Documents.

Bid security

- 6.8 In order to participate in the procurement procedure, a Bidder is required to submit Bid Security accompanied by the Bid Security Form as provided in the Annex 4. The amount of the required bid security is 2% of the limited fund.

(OPTIONAL: If the Contracting Authority divides the object of the public procurement in Lots)

In cases of the submission of the bid for Lots, the value of the bid security for each of the Lots is as follows:

Lot 1 _____ Lek (ALL)

Lot 2 _____ Lek (ALL)

- 6.9 The Bid Security together with the bid must be submitted before the expiry of the time limit for the submission of requests. The non – compliance with bid security requirements will result in the rejection of the request.
- 6.10 The Bid Security may be submitted in one of the following forms:
- a. unconditional bank guarantee,
 - b. insurance guarantee

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The bid security form shall be signed by the issuer (Bank, Insurance company etc) and it should be submitted along with the request before opening of the bids otherwise the bids shall be rejected.

- 6.11 The documents referred to in the item a– b should be valid throughout the entire period of the bid validity. The Contracting Authority shall return the relevant bid insurance to the Bidders within 15 days from the signature of the contract.

Request/bid validity period

- 6.12 The requests/bids must be valid for a period of 150 days from the moment of the expiry of the time limit for the submission of requests/bids. The bid validity period starts from the moment of the expiry of the time limit for the submission of requests/bids. As long as the tender 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 Tender Security. The Bidder, who agrees to extend the bid validity period and notify the Contracting Authority accordingly in writing, shall extend the validity period of the tender and provide an extended bid security. The bid must not be modified. If the Bidder fails to respond to the request made by the Contracting Authority as regards the extension of the tender validity period, or does not extend the validity period or fails to provide an extended bid security, the Bidder shall be deemed to have rejected the request of the Contracting Authority. In such a case, the Contracting Authority will reject the request/bid.

Subcontracting (option)

- 6.13 The Contracting Authority may allow sub-contracting for implementing a part of the contract. Sub-contracting should not exceed 40 % of the contract value and may be limited to specific services. The Bidder should declare the selected sub-contractor in the course of the bid statement. The selected sub-contractor should have the required qualifications for the contract execution, which shall be verified by the Contracting Authority before the conclusion of the contract.

Illegal Acts

- 6.14 In conformity with the Article 26 of the PPL and other legislation in force with regard to conflict of interest and ethics in public administration, the Contracting Authority shall reject a bid/tender if the Bidder who submitted it:
- a. has given or is prepared to give a current or a former employee of the Contracting Authority a gift in the form of cash or in any non-cash form whatsoever as an attempt to influence an action or a decision or the course of the public procurement procedure; and/or
 - b. is under a conflict of interest in this procedure such as – a Bidder is related to a natural or legal person, who is charged by the Contracting Authority to provide

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advisory services during the preparation of the projects, specifications or other documents related to the procurement or has connections with members of the evaluation commission etc.

- c. has submitted false documents/ information with regard to the requirements set out in the section 7 of the TD

- 6.15 The Contracting Authority will inform in writing the Bidder and the Public Procurement Agency of the rejection of the request or bid and the reasons for it, and shall make a relevant note in the report on the procurement procedure.

7. EVALUATION OF BIDS

Technical Bids' evaluation

- 7.1 The Contracting Authority reviews each technical bid, checking if it complies with the requirements in the TD and accepting all the deadline and conditions. The bids not in accordance with the Terms of Reference, or not according to the time limits and contract conditions, described in the TD, will be rejected. The Contracting Authority evaluates and ranks all technical bids, in accordance with the procedures and the evaluation criteria specified in the TD. Any criterion, not presented in the TD, is permitted to be used. If the TD requires a minimum point to be achieved, the bid which does not reach the minimum scores, will be rejected.

Opening of Financial Bids

- 7.2 After the technical bids' evaluation, if necessary, the Contracting Authority informs the Bidders whose bids are not accepted, because of failing in important requests or have not reached the minimum scores. Concurrently, the Contracting Authority notifies all candidates for the time and the date of the opening of financial bids. On the selected date and time, the Contracting Authority opens the financial bids. The Bidders or their authorized representatives are permitted to be present in the Opening of Bids. The envelope "Original / Financial Bid" for the not rejected bids, will be opened and the following information will be read-out and registered: the name of the Bidder, the technical scores, and the proposed price as written in the Financial Bid.

Evaluation of Financial Bids

- 7.3 The Contracting Authority checks the financial bids to be complete, and corrects the arithmetical errors, and for comparison and evaluation purpose, it exchanges all prices in one currency. The Contracting Authority ranks all bids and specifies a score.

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Comparison of bids

7.4 The Contracting Authority ranks all bids based on the combined technical and financial points, as per TD. The Bidder, who has the maximum of the combined technical and financial points, will be invited for award the contract.

Evaluation criteria

7.5 The evaluation of the Technical bids will be based on the following criteria:

Evaluation Criteria	Points
(i) Similar experience of the Consultants relevant to the assignment:	[10]
(ii) Proposed methodology (technical approach and methodology, work plan and organization skill)	[50]
(iii) Key professional staff qualifications	[30]
(iv) Transfer of knowledge, (if required)	[10]
Total (technical bid)	100%

* The minimum technical score required to carry on with the evaluation of the financial bid is: 70 Points

The formula for determining the financial scores is the following:

Fs - the financial score

Lpo - the lowest price offered

P - the price of the bid under consideration (*starting from the lowest price*)

$$Fs = 100 \times Lpo / P$$

(the lowest price- maximum scores for the technical bid)

Final Evaluation

The weights given to the Technical and Financial Bids are:

The weight for the Technical Bid: X = (technical bid points x 0.8)

The weight for the Financial Bid: Y = (financial bid points x 0.2)

The first ranked bid will be based on the combined technical and financial points. The formula to be used is:

$$\text{First ranked bid} = X + Y$$

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The bid which reached the highest combined technical and financial points is invited for the award of the contract.

Correction of errors and omissions

- 7.6 The Contracting Authority will correct an error in a tender that is of a purely arithmetical nature if such an error is discovered during the examination of tenders. The Contracting Authority will promptly provide to the concerned Bidder a written notice of any such correction and may proceed to amend the error provided the Bidder has approved the communication. If the Bidder refuses to endorse the proposed correction, the request/bid shall be rejected without forfeiture of the tender security, if any.
- 7.7 Errors in price calculation will be corrected by the Contracting Authority by using the following examples:
- a. where there is a discrepancy between amounts in figures and in words, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error,
 - b. except for contracts related to big amounts, if there is a discrepancy between a unit price and the total amount that is obtained from the multiplication of the unit price and the quantity, the unit price as quoted will prevail and the total sum must be corrected,
 - c. if there is an error in a total sum corresponding to the addition or subtraction of subtotals, the subtotal should prevail and the total should be corrected. Amounts corrected in this way will be binding for the Bidder. If the Bidder does not accept them, its tender will be rejected.
- 7.8 The Contracting Authority will regard a request/bid as compliant if it meets the requirements set forth in the contract notice and the TD. Notwithstanding the foregoing, the Contracting Authority will be entitled to regard a request/bid as compliant if:
- a. it contains any errors or negligence that may be corrected without altering any material term or aspect of such request/bid or not prejudicing competition, or
 - b. it contains only minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the contract notice and the tender documents; provided, however, that any such deviations shall be quantified, to the extent possible, and appropriately taken account of in the evaluation and comparison of the requests/bids.
- 7.9 Whenever a request/bid is rejected or the Bidder is disqualified, the Contracting Authority will inform the interested Bidder on the reason/s of disqualification or rejection. The form of the notice is provided in the Annex 11 of the TD.

STANDARD BIDDING DOCUMENTS

8. ADMINISTRATIVE COMPLAINT, AVAILABLE FOR CANDIDATES /BIDDERS

- 8.1 Any economic operator has a legal interest in public procurement contracts and believes that Contracting Authority has violated provisions of the LPP and PP rules for the proceedings in question to the announcement of contract award, has the right to reject this procedure. During the making of the appeal to the contracting authority, the interested party should use the standard form for an application, located in Appendix 18 of the TD. The form can be downloaded at no cost in the PPA website, www.app.gov.al
- 8.2 Objections shall be filed in with the Contracting Authority in writing within 7 (seven) days from the day the complainant becomes aware of or should have become aware of the alleged breach.
- 8.3 If the Contracting Authority fails to examine the objection within the time limit specified in the article 63 of the PPL or rejects the objection, the complainant may file a written appeal with the Procurement Review Agency within 5 (five) days from the first working day after the expiry of the time limit specified in the section 6.3 (8.2) , or in case the objection is rejected to the first degree by the Contracting Authority , from the day the complainant was informed hereon by the Contracting Authority . A copy of appeal in writing shall simultaneously be notified to the Contracting Authority. The complainant shall use the same standard complaint form as provided in the section 8.1. The form can also be downloaded free of charge from the PPA Website www.app.gov.al
The complaints should be also addressed to the person/office (to be completed by the Contracting Authority) address, fax, tel.
- 8.4 Simultaneously, if so desired, the interested party may submit a copy of the complaint or complain directly to the Legal Office for Public Procurement.
- 8.5 The applicant has the right, the decision of the Public Procurement Commission, within 5 days of notification of the decision or completion of the deadline, according to Article 63 of this Law, when this committee has not reviewed the complaint, make a claim for review administrative dispute before the court concerned.

The review of this complaint in court does not suspend the procurement procedures, to conclude a public contract procurement of goods, services or works by the contracting authority or performance obligations under the contract to be awarded by the respective parties

9. SIGNATURE OF CONTRACT

- 9.1 The Contracting Authority will inform a Bidder whose tender was selected as the best tender by sending the contract award notice provided in the Annex 12.

**Security for contract performance
(OPTION)**

STANDARD BIDDING DOCUMENTS

- 9.2 The Contracting Authority will require security for the performance of the contract. The amount of security for the performance of the contract will be 10 % of the contract value. The contract security form as provided in the Annex 17 of the TD shall be signed and submitted before the signature of the contract
- 9.3 The security for the performance of the contract may be submitted in one or more of the following forms:
- a. unconditional bank guarantee,
 - b. insurance guarantee,
- 9.4 Pursuant to the P.P. rules, after the signature of the contract, the Contracting Authority will send a notice to the PPA for Publication in the Public Announcement Bulletin.

Terms and conditions of the contract

- 9.5 The Contracting Authority will conclude with the Bidder whose tender was selected as the best tender based on the selection criteria for the contract of [_____].
- 9.6 A draft contract is included as the Annex 13 and Annex 14 of this TD ("the Draft"). The Bidder must complete the Draft with its data and details contained in the request/bid (i.e. price).
- 9.7 In case of being awarded, the Contract Draft (special and general conditions) shall be filled in by the Bidder and should be signed on every page by the Authorized Persons. In the Bid Statement Form, the Bidder confirms its agreement to sign the contract in accordance with the Contract's Conditions Form (Annexes 13 and 14).

10. INFORMATION ABOUT TENDER DOCUMENTATION

- 10.1 The fee for the TD is – lek (All). This fee covers actual costs of reproducing and dispatching of the TD to the Economic Operators. Interested Economic Operators have the right to inspect the TD before its purchase.
- 10.2 Economic operators may file a complaint or seek written clarification of TD from the Contracting Authority in due time and not later than 5 (five) days before the final date for the submission of requests/bids.
- 10.3 The Contracting Authority shall prepare a written answer, maintaining the fundamental principles of competition for the procurement procedure, which shall be dispatched to all candidates or Bidders not later than 3 (three) days after the receipt of the request. If the answer gives rise to amendments to the TD, the Contracting Authority will, pursuant to Article 42 of the PPL, extend the time limit of the PPL for the submission of tender, to 5 days for the procurements to a value under the high monetary limits and to 7 days for the procurements to a value above the high monetary limits in accordance with the article 42 of the modified PPL.

STANDARD BIDDING DOCUMENTS

10.4 The Contracting Authority may amend at any time the Tender Documentation provided that all amendments are made available to the interested economic operators on one and the same day and not later than 7 days before the date fixed as time limit for the submission of requests. The same timetable as in section 10.3 applies in this case. An issued Amendment will be an integral part of the Tender Documentation.

Note: The contracting authorities must not make any supplements or alterations in the tender documents from point 2 to the point 8. All supplements shall be made in the annexes.

11. ANNEXES

The following annexes are integral parts of the TD:

- Annex 1: Request for Bid
- Annex 2: Bid Statement Form
- Annex 3: Price Tender Form
- Annex 4: Bid Security Form
- Annex 5: List of Confidential Information
- Annex 6: Declaration on conflict of interest
- Annex 7: General Admissibility/Qualification Criteria
- Annex 8: Technical Specifications
- Annex 9: Services and Work Schedule
- Annex 10: Terms of References
- Annex 11: Procurement Complaint Form
- Annex 12: Notice Form Winners
- Annex 13: General Conditions of Contract
- Annex 14: Special Conditions of Contract
- Annex 15: Contract Form
- Annex 16: Form for Publication of Signed Contract Notice
- Annex 17: Contract Security Form
- Annex 18: Complaint Form Procurement Contracting Authority

STANDARD BIDDING DOCUMENTS

Annex 1.

**REPUBLIC OF ALBANIA
MINISTRY OF ECONOMY, TRADE AND ENERGY
REQUEST FOR BID**

Ref No.133

Date 07.01.2011

To: (name and address of the bidder)

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

Procurement Method: Invitation for Tender form the negotiated procedure without prior notice

Brief description of the contract

Selection of the consultant for validation report prepared by an independent validator with a limited fund of 9 100 000 (nine million one hundred thousand) Lek (ALL)

Duration of the contract or time-limit for completion:

It starts on by the signing of the contract and terminates for 9 (nine) weeks.

Previous publications (if applicable): Public Notice Bulletin - (Date) - (Number) -
See www.mete.gov.al in Public Procurements (Albanian and English)

* * *

Referring to the above-mentioned procedure, we would like to inform you (name and address of candidate list), that after the evaluation of your legal, technical, financial and economical capabilities, your request to participate in the bidding process is accepted.

Consequently, you are invited to submit your bid to [this Contracting Authority]:

Name Ministry of Economy, Trade and Energy
Address Blvd "Deshmoret e Kombit", 1001, Tirana, Albania
Tel 00355 4 2223119
Fax 00355 4 2223455
E-mail durim.kraja@mete.gov.al
Internet address www.mete.gov.al

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On behalf of

(Name and address of the responsible person):

Name Ministry of Economy, Trade and Energy
Address Blvd “Deshmoret e Kombit” , 1001, Tirana, Albania
Tel/Fax Tel: 00355 4 2222245 ext 74182
E-mail agim.shehu@mete.gov.al
Internet address www.mete.gov.al

You should consider:

The time-limit for the receipt of bids:

Date: 28/01/2011 (dd/mm/yyyy) Time: 11.00 hrs, local time
Address: Blvd “Deshmoret e Kombit” , 1001, Tirana, Albania

The time-limit for opening of bids:

Date: 28/01/2011 (dd/mm/yyyy) Time: 11.00 hrs, local time
Place: Ministry of Economy, Trade and Energy,
Blvd “Deshmoret e Kombit” 1001, Tirana, Albania

Language(s) in which Bidders shall prepare the bids:

Albanian OR English
Other _____

Awarding criteria

The Contracting Authority ranks the bids according to the combined technical and financial points, as per the TD. The Bidder who reaches the highest combined technical and financial scores, will be invited for award of the contract (see Section 7 of the TD)

Additional Information or requests (to be completed by the Contracting Authority)

The Tender (bid) should be valid for a period of 150 (one hundred fifty) days;
The bid should be prepared in accordance with the conditions and instructions in the TD.

We are looking forward to the receipt of your bid.

STANDARD BIDDING DOCUMENTS

Annex 2

BID STATEMENT FORM

[Ref. ...]

[Date]

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

Procurement procedure (if applicable): [file reference, determined according to the contracting authority]

Brief description of the contract: [type of procedure and its scope]

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

We, the undersigned, declare that:

1. We have examined the tender documents and we present our bid for this procedure, with **no reserves or exclusions** in terms of the requirements, time limits and conditions, therein expressed;
2. We offer our Services, according to the TD and the time schedule required.
3. The total price of our bid is included in the Financial Bid.
4. Our bid shall be valid for the period specified in the tender documents;
5. If our bid is accepted, we will provide a contract security as provided in the tender documents;
6. We shall not participate as candidate in more than one bid for this procedure.
7. We authorize the Contracting Authority to verify the information/documentation attached to the tender.
8. I herein agree to sign the contract, in compliance with the contract conditions' form, in case of being awarded.

Bidder's Representative

Signature

Seal

STANDARD BIDDING DOCUMENTS

Annex 3

[Headed notepaper of the Bidder]

PRICE TENDER FORM

Fees for Work's Category: (detailed subtotal)

Daily fees: (detailed subtotal)

Direct Cost: (detailed subtotal)

Reimbursable expenses: (detailed subtotal)

TOTAL

STANDARD BIDDING DOCUMENTS

Annex 4.

[Headed notepaper of Bank / Insurance Company]

BID SECURITY FORM

[Ref. ...]

[Date]

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

Copy to: *[Name and address of the guaranteed bidder]*

Procurement procedure (if applicable): *[The reference file by the contracting authority]*

Brief description of the contract: *[type of procedure and its scope]*

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

With reference to the abovementioned procedure,

We certify that *[Name of the guaranteed Bidder]* has made a deposit to the *[name and address of the bank / insurance company]* at the amount of *[currency and amount both in letters and figures]* as a provision to secure the tender submitted by the abovementioned economic operator.

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

- a) The Bidder has withdrawn or altered the offer, after the final deadline for tenders' submission, or prior to the final deadline, if so specified in the tender documents;
- b) The Bidder has refused to sign the procurement contract when required by the Contracting Authority ;
- c) The Bidder has not submitted the contract security, after being awarded, or has failed in meeting any other conditions 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 for tender]*.

[Representative of the bank / insurance company]

STANDARD BIDDING DOCUMENTS

Annex 5

LIST OF CONFIDENTIAL INFORMATION

Note down the information you wish to remain confidential.

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

STANDARD BIDDING DOCUMENTS

Annex 6

DECLARATION
ON CONFLICT OF INTEREST

Of economic operator participating in public procurement procedure conducted on _____ by Contracting Authority _____ with the object _____ with a limited fond _____

Conflict of interest is a situation of conflict between public duty and private interests of an official in which he has private interests directly or indirectly affecting or may affect the performance seems so unfair to his duties and responsibilities of public.

Pursuant to Article 21 paragraph 1 of law no. 9367, dated 7.4.2005 categories of officers set out in Chapter III Section II that are absolutely prohibited to benefit directly or indirectly by contracting with a pair of a public institution are:

- **President of the Republic, the Prime Minister, deputy ministers or deputy ministers, deputies, judges of the Constitutional Court, Supreme Court judges, the President of the High State Control, Attorney General, Ombudsman, member of the Central Election Commission, member The High Council of Justice, or the Inspector General of the High Inspectorate of Declaration and Audit of Assets, Members of Regulatory Bodies (Supervisory Council of the Bank of Albania, including the Governor and Deputy Governor, competition, telecommunications, energy, water, insurance, securities, media), General Secretaries of the central institutions as well as any official another, in every public institution that is at least equivalent to the position with general directors.**

When the official is the mayor or deputy mayor of the municipality or county council concerned council member or official of senior management of a detention unit of local government because the private interests of the officer determined at this point applied only in appropriate contractual agreements with the municipality council of the municipality or county where the officer performs these functions. This prohibition applies even when a party to the contract is a public institution, depending on the unit (Article 21 paragraph 2 of Law No.9367, dated 7.4.2005).

The prohibitions set forth in Article 21 paragraph 1.2 of the Law No. 9367, dated 7.4.2005, the relevant exemptions apply to the same extent for persons related to the official who under this law are the spouse, adult children or parents of the official and spouse.

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

I am aware of the requirements and prohibitions stipulated by Law 9367, dated 7.4.2005 "On prevention of conflicts of interest in the exercise of public functions" as amended and the laws

STANDARD BIDDING DOCUMENTS

issued in its application by the High Inspectorate Declaration and Audit of Assets and the Law 9643, dated 20.11.2006 "On public procurement", as amended.

In accordance with to declare that no official designated in Chapter III, Section II of Law no. 9367, dated 7.4.2005, and this statement does not have private interests directly or indirectly with the legal entity that I represent.

Date of submission of the declaration _____

Name, Last Name, Signature

Annex 7

1. GENERAL ADMISSIBILITY/QUALIFICATION CRITERIA

The Candidate/Bidder must deliver:

1. A Document certifying that (your company)
 - a) is not under bankruptcy,
 - b) is not convicted for a criminal offence pursuant to the article 45 of PPL,
 - c) is not convicted by a final court decision related to its professional activity, issued by the National Registry Center.

2. A document certifying that the capitals/assets (of your company) are not being evaluated by the judicial bailiff office or that it does not exist any order of seizure, issued by the Bailiff Office.

3. A document certifying that (your company)
 - a) has met fiscal obligations, issued by the Tax Administration,
 - b) has paid all social insurance duties, issued by the Tax Administration.

The General Admissibility Criteria must not be changed by the contracting authorities. These criteria (items 1,2,3) must be certified through the documents issued not earlier than three months from the day of the opening of the bid.

4. The economic operator must be registered in the respective professional and commercial registers of the state in which they are established, proving their legal personality. In this respect, they must submit a copy of the Extract of the Background of the Subject, issued by the National Registry Center.

The foreign Candidate/Bidder must prove that he fully meets the above mentioned requirements. If the said documents are not issued in their country of origin, then a written statement would be sufficient. If the language used in the procedure is Albanian, then the documents in foreign language must be accompanied by a translation notarized in Albanian language.

In cases of the merger of the economic operators, each member of the group must submit the above mentioned documents.

In addition, if the offer submitted by a union economic operators, must be submitted:

- a. Notarized agreement under which economic operators union is formally established;
- b. The special power of attorney.

2. SPECIFIC QUALIFICATION CRITERIA

In order to demonstrate that the economic operators are qualified in accordance with the section 7 of the TD, a Bidder must submit

STANDARD BIDDING DOCUMENTS

1. He should be registered at EITI Validators List.
2. List of personnel should include CV and professional licenses of the staff.
3. In relation to previous experience it is required evidence of previous similar services performed during the last three financial years at a value no greater than 40% of the estimated contract procured.
4. Copies of statements of annual turnover.
5. Professional licenses for realization of works subject to contract.
6. Educational and professional qualifications of staff responsible for running jobs.
7. Proof of operator's average manpower economic and managerial staff numbers up to three years.

The contracting authority must also take into consideration

- The conflict between the consultancy activities and procurement of goods, works and services when an operator is engaged by the contracting authority to furnish goods and for works or services (with the exception of the consultancy services) for a project and each of its members must be disqualified from the provision of the consultancy services related to those goods, works and services. On the other hand, an operator, employed to provide consultancy services for the preparation and application of a project and each of its members must be disqualified from the supply of goods and from works or services (with the exception of consultancy services), stemming or directly linked with the consultancy services of the company in terms of this preparation or application.

- The conflict between the consultancy tasks. Neither consultants, nor any of the members in their entities must not be employed for the performance of any tasks which for its nature, may be in conflict with another task of the consultants.

- The relationship with the staff of the contracting authority: the consultants (including their personnel and the sub-consultants), who have business or family relationships with a member of the staff of the contracting authority, directly or not, involved in any part of the preparation of the contract terms and/or the selection process for this contract and/or the supervision of this contract.

The bidder as a temporary merger of the companies shall be accepted to participate in the tender provided that:

- He has a sub-consultancy agreement on the completion of the respective areas of consultancy for the technical enhancement of their proposals and the provision of a bigger number of experts, to realize better methods and in several cases to offer lower prices. In any case, this merger must be documented by a concluded contract.
- By way of a notarized agreement, it is determined the main representative of the group, the percentage of the participation or work/the concrete service for each member and the special power of attorney for the representation of the group members, both for the bid submission and the award of the contract, in case of the winning bidder.
- The merger of the companies must have been effected prior to the date of the opening of the bids.

STANDARD BIDDING DOCUMENTS

Each member of a temporary merger of companies must present documents proving that he meets the general requirements listed in the Section III Legal, economic, financial and technical information.

The documents of the temporary merger of the companies must be original or notarized or copies certified by the competent authority. The documents presented by the bidders must be in Albanian or in English language. In case of translation, the documents must be notarized or certified by the notary public. The non-submission of any of the above mentioned documents, inaccurate or false documents may constitute a ground for the disqualification.

In case of consortiums between two or more companies, the information about the points a) to d) as above must be given in relation to all companies and the head of the consortium must be clearly identified.

All documents must be original or notarized copies thereof. The cases of the non-submission of a false or inaccurate document or documents are deemed as conditions for disqualification.

Annex 8

TECHNICAL SPECIFICATIONS

Designs, technical parameters etc:

1. Validation report prepared by the EITI ALBANIA independent expert should be compiled in accordance with the requirements of the Secretariat General of the EITI.
2. Validation report will be discussed with the working group to achieve a final report to the General Secretariat of the EITI.
3. Validation procedures are determined by the Secretary General of the EITI

Specification of materials

1. Validation report to be discussed with the working group
2. Validation report to be submitted to the Secretariat General of EITI

Description of requirements of the application of related services:

Annex 9

SERVICES AND WORK SCHEDULE

The Contractor must carry out all services in accordance with the description given in the terms of reference and the remainder of the tender documents.

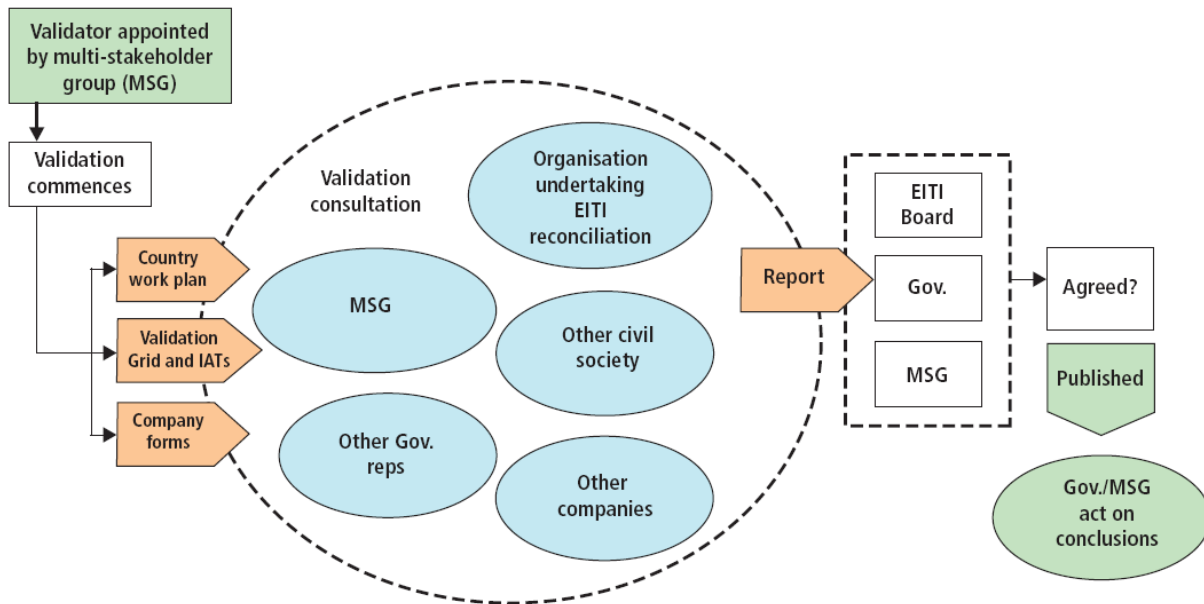
Service required:

Selection of the consultant's validation report prepared by independent validator.

The bidder must present as an integral part of the bid:

The Methodology for the Validation assignment is set out in the *EITI Validation Guide*¹ (see Figure 1).

Figure 1 – Overview of the Validation Process



In most instances, the Consultants will use three key documents to underpin their work. These are:

i) The EITI Work Plan. The EITI Work Plan is a key component of the validation process. A Work Plan must be completed and published before countries move out of the ‘sign up’ phase into ‘preparation’. The EITI criteria require that the Work Plan be financially sustainable, and that it includes measurable targets, a timetable for implementation, and an assessment of potential capacity constraints. The Work plan should also show how the government will ensure

¹ Available online at: <http://www.eitransparency.org/document/validationguide>

STANDARD BIDDING DOCUMENTS

the multi-stakeholder nature of EITI, particularly in terms of the involvement of civil society. The Validator will need to assess progress on the implementation of EITI against these targets and timetables, and assess whether a country has acted on the identified capacity constraints. A key element in the country validation process will be whether the timetable for implementation is being followed. If the timetable is not being met, the Validator – based on evidence from key stakeholders and others – will need to determine whether delays in meeting the timetable are reasonable. The Validator view on progress should be captured in a narrative report (see section 5, below).²

ii) The Validation Grid (and associated Indicator Assessment Tools). The centerpiece of the validation process is the EITI Validation Grid. This comprises 20 indicators which the Validator should use to assess progress. 18 of these should be assessed as met or unmet through a tick box. Two indicators (company validation and review) should be assessed in the Validator’s narrative report. The Validator’s report should include the Grid and Indicator Assessments Tools (see below) as well as a narrative report of the progress against the Grid indicators.

iii) The Company Self Assessment Forms. The country validation process includes a self assessment Company Form for companies to fill in and return to the Validator. The Validator has the authority to ask companies for more supporting information if necessary. The validation report should contain a collated table of company self assessment forms. If a company fails to complete the self-assessment form, the Validator will indicate this in the Validation Report, and include in the Report any relevant information on the company that is in the public domain. The company will be given an opportunity to check this information.

Further information on the role of these key documents is provided in section 2 of the *EITI Validation Guide*.

Using these documents, the Consultants should meet with the Multi-Stakeholder Group, the organization contracted by the EITI Secretariat to reconcile the figures disclosed by companies and the government and other key stakeholders (including companies and civil society not on the Multi-stakeholder group).

Reports and Time Schedule

Based on this information collected, the Consultants will submit a report comprising:

- A short narrative report on progress against the Country Work Plan.
- A short narrative report on progress against the indicators in the Validation Grid.
- The Completed Validation Grid.
- A narrative report on company implementation.
- Collated company validation forms.

² Some of the early adopters of the EITI established multi-stakeholder groups and prepared EITI reports prior to the establishment of the formal requirement for an EITI Workplan. In these limited cases, the EITI Board has resolved that the Validator should assess the overall framework for managing the EITI implementation process, with reference to documents provided by the lead agency and multi-stakeholder group (e.g., planning documents, meeting minutes, and other documents or correspondence).

STANDARD BIDDING DOCUMENTS

- An overall assessment of the implementation of EITI: is a country a candidate, compliant or is there no meaningful progress.

The report should also contain lessons learned, as well as any concerns stakeholders have expressed, and recommendations for future implementation. Validation is not a financial audit. The job of the Validator is to check that countries and companies are doing what they say they are doing, it is not to undertake financial audits.

The report must be submitted to the Multi-stakeholder Group and copied to the country government and the EITI Board. If all parties are content with the Validation Report, it will be published and conclusions and suggestions acted upon. The report should be published in English and recognized local languages. If there is any disagreement regarding validation, then this is dealt with in the first instance locally by the Consultants, with the EITI Board only called in to help in cases of serious dispute.

The schedule for the completion of the assignment is set out in the table, below. It is expected that the Validation Team Leader and other technical specialists will conduct their investigations and interviews with stakeholders in Tirana in <date>. Draft versions of the deliverables as set out above are expected to be completed by <date>. It is expected that the Team Leader will meet with the EITI Committee in <date> to receive comments on the draft deliverables. The final Deliverables must be submitted by <date>, with copies to the International EITI Secretariat. Pending a review by the EITI Board, additional modifications to the Validation report may be required during <date>.

Request for Proposals	<date>
Selection of Validator	<date>
Contract Signing	<date>
Inception period	<date>
Draft Report	<date>
Final Report	<date>

Data, Local Services, Personnel, and Facilities to be provided by the Client

The validator will have the following documents:

Access to the documents in the archive of the MSG, such as:

1. minutes from Multi-Stakeholder Group meetings,
2. EITI reports,
3. press releases,
4. presentations and
5. all other communication materials.

Reporting forms from the extractive companies.

Reporting forms from the tax offices.

The Role of the International EITI Secretariat

The International EITI Secretariat, on behalf of the Board, will closely follow the Validation process. The Validator is expected to maintain close contact with the International EITI Secretariat³ throughout the validation exercise. Where needed, the Secretariat will provide advice regarding the application of the Validation methodology. The Validator is obliged to report any difficulties or irregularities encountered during the validation process to the International EITI Secretariat.

Conflicts of Interest

In order to ensure the quality and independence of the Validation exercise, Validators are required to notify the Client and the EITI Secretariat of any actual or potential conflict of interest, together with recommendations as to how the conflict can be avoided.

Execution deadlines:

To terminate the service specified in the contract within 9 (nine) weeks from the day of the signature of the contract.

³ The Contact Point at the International EITI Secretariat is: Sam Bartlett, Policy Advisor. Email: sbartlett@eitransparency.org Cell Phone: +47 9026 7530 Address: EITI Secretariat, Ruseløkkveien 26, 0251 Oslo, Norway

Annex 10

TERMS OF REFERENCE

A. Summary

Object and Scope of Services:

Validation is an essential element of the EITI process, and central to the initiative's status as an international standard. The objective of Validation is **to provide an independent validation of the progress achieved by Implementing Countries on their progress on EITI and what measures they may need to take to make better and faster progress.**

For Candidate Countries⁴, Validation should measure progress in EITI implementation.

For countries that have fully implemented EITI (Compliant Countries⁵), Validation will serve to provide an validation of their ongoing fulfillment of all the EITI Criteria.

Duties:

1. To perform Validation of EITI ALBANIA Evaluation Report prepared by an independent expert in accordance with the requirements of the Secretariat General of the EITI.
2. Discuss the Validation report for the evaluation of this report with the group.
3. Submit to the Secretariat General of the EITI report for final Validation report prepared by the EITI ALBANIA independent expert to discuss the working group.
4. Respect of the validation procedures established by the Secretariat General of the EITI

Distribution:

Place of submission of the service:

Albanian Secretariat of EITI, Working Albanian Group of EITI

⁴ Candidate countries are those who have signed up to implement EITI and met all four indicators in the sign up stage of the Validation Grid: (1) committing to implement EITI; (2) committing to work with civil society and the private sector; (3) appointing an individual to lead implementation; and (4) producing a Work Plan that has been agreed with stakeholders

⁵ Compliant countries have fully implemented EITI. They have met all the indicators in the Validation grid, including the publication and distribution of an EITI Report

STANDARD BIDDING DOCUMENTS

Annex 11

PROCUREMENT COMPLAINT FORM 1

[Place and date]

[Name and address of Contracting Authority]

[Address of economic operator]

Dear Sir/ Madam <name of contact>

Thank you for participating in the aforementioned procedure of public procurement. Procedures performed in accordance with the Law on Public Procurement, No. 9643, dated 20.11.2006, known as the CCP. "

Your offer was carefully assessed the conditions and requirements specified in the contract notice and tender dossier. We regret to inform you that you are disqualified [eliminated, because the offers submitted by you were rejected because of reason (-s) / the following [*tick the right box*]:

[your subject] [your chief executive]

- took part in the preparation of a contract notice or tender dossier, or part thereof, that were used by the contracting authority
- received illicit assistance in the preparation of a contract notice or tender dossier, or a portion thereof

[your subject]

- Was tried by a court of competent jurisdiction that enjoys having committed a criminal offense or civil, involving corrupt practices, money laundering, criminal organization or activities described in Article 45 of the CCP, under the laws or regulations applicable to Albania, or by international agreements and conventions;
- A court of competent jurisdiction has determined to have committed an act of fraud or an act equivalent to fraud;
- Is under investigation for one of the offenses described in Article 45 of LPP;

¹ This notice is addressed to the bidders which i) are not qualified under Article 45, 46 and 47 of the LPP; ii) whose bid was rejected because they failed to meet the request for bid security.

STANDARD BIDDING DOCUMENTS

- is bankrupt, the activity is taken under the administration of the court, in accordance with Article 45, 2 (b) of the CCP;
- under the procedure of declaring bankruptcy, according to an order for compulsory winding up or administration by the court or under an agreement with creditors, or under similar procedures in accordance with Article 45, 2 (c) of the CCP;
- been convicted by a final decision for criminal activity related to professional;
- did not pay social security contributions in accordance with Albanian law and the provisions in force in the country of origin;
- has not fulfilled obligations relating to payment of taxes in accordance with Albanian law or the provisions in force in the country of origin;

Could not provide:

- Certificates or certificates required to show that you are not in terms of Article 45 of LPP,
- A certificate, document or other sufficient proof required by the contracting authority under Article 46 of LPP and (the relevant sections of the DT), to verify your work eligibility;
- Sufficient evidence, as described in Article 46 of LPP and (DT the relevant sections), indicating that the candidate or tenderer in question meets the requirements for minimum financial capacity, technical and professional, specified in the bid or the contract notice;
- The Contracting Authority has determined that you have submitted documents containing false information or documentation in order training;
- Your offer [does not respond to requests] [is illegal] [is abnormally low];
- Could not complete the requirements for bid security;
- (any other reason other than those above)

JUSTIFICATION

[You are not qualified] [your offer was rejected] because, as follows:
 [Note the detailed reasons for rejecting the bid disqualification or concerned]

If you think that contracting authority has violated the LPP or RPP during the public procurement procedure, then you have the right to start a review procedure as provided in Chapter VII of the CPC and section 6 of the TD.

Although we were unable to use your services in this case, I believe it will continue to be interested in our procurement initiatives.

Sincerely,
 < name >

STANDARD BIDDING DOCUMENTS

Annex 12

NOTICE FORM WINNERS

[Date _____]

To: *[name and address of economic operator awarded winner]*

Procurement procedure:

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

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

We inform that, in this procedure have been participating these economic operators offering these amounts:

1. _____ Amount *(in numbers and letters)* _____
2. _____ Amount *(in numbers and letters)* _____
- Etc. _____ Amount *(in numbers and letters)* _____

Economic operators disqualified as follows:

1. _____
2. _____

Due to:

* * *

Referring to the above procedure inform *[name and address of the bidder declared the winner]* that the offer presented, with a total value of *[the relevant amount expressed in words and figures]* is identified as the successful bid.

Consequently, you are asked to submit to *[name and address of the contracting authority and contact references]* signed copy of the form of contract and insurance contract, as provided in the tender documents within 7 (seven) days of receipt of this notice.

If you disagree with this request, or desist from signing the contract, will forfeit your insurance money as provided in Article 49 of Law No.9643, dated 20.11.2006 "On Public Procurement".

Notification of Classification is made on _____

Complaints: has been or not _____

STANDARD BIDDING DOCUMENTS

(if so) has been answered to date _____
Head of Contracting Authority

Annex 13

GENERAL CONDITIONS OF CONTRACT

Consultant Services

Article 1. Scope

- 1.1. These general conditions of the contract (“GCC”) shall apply for purchases of Consultant Services.
- 1.2. The Public Procurement Law (PPL) in the Republic of Albania requires that the provisions of the Albanian Civil Code should be applied for the public procured contracts. Several provisions of the Civil Code are included in the GCC, in order to increase the transparency of the contract provisions. Anyway, the reference of several provisions in this document does not disown the application of other Civil Code provisions in this contract.
- 1.3. Similarly, several provisions of the PPL are included in GCC, in order to increase the transparency of the PPL. However, the reference of several provisions in this document does not disown the application of other PPL provisions on rights, duties and obligations of the parties.
- 1.4. The GCC shall apply to the extent that it is not superseded by conditions or provisions set out in other parts of the contract.
- 1.5. The conditions of the contract also include Special Conditions of Contract (SCC). In event there is a conflict between the GCC and the SCC, the SCC shall prevail over the GCC.

Article 2. Definitions

- 2.1 “Contract” means the written agreement entered into between the Public Purchaser and the Contractor consisting of the tender documents including the GCC and the SCC, all attachments and completed forms and all other documents that are included by reference in any of these documents.
- 2.2 “Contract price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 2.3 “Scope of the contract” means all of the Related Services that the Contractor has to provide under the contract terms.
- 2.4 “Party (ies)” mean the signatories to the contract.
- 2.5 “Contracting Authority” means the entity that is a party to this contract and procures Services under the provisions of this contract. This definition is the same with the one used in the Law.
- 2.6 “Contractor” means the physical or legal person that is a party to this contract and sells Service under the provisions of this contract.
- 2.7 “Services” mean all duties to be accomplished by the Contractor under the contract.
- 2.8 “Term of Reference” describes the objectives and the scope of contract, duties, requests, objectives, distribution, period, place and delivery of the services to be performed.

STANDARD BIDDING DOCUMENTS

Article 3. Drafting of Contract

- 3.1. The notification of award shall constitute the drafting of a contract between the parties, which must be signed within the time stated in the tender documents.
- 3.2. The existence of a contract shall be confirmed through the signature of a contract document incorporating all agreements between the parties.

Article 4. Corrupt Practices, Conflict of Interest and Inspection of Records

- 4.1. The Contracting Authority may request to the Court to make the contract null and void if, to the discretion of the Contracting Authority, the Contractor was engaged in corrupt practices. The corruptive practices include all the practices described in the Article 26 of the PPL.
- 4.2. The Contractor must not be associated (present or past) with a consultant or any other entity that participated in the preparation of the tender documents for this procurement.
- 4.3. The contractor agrees not to participate in the procurement of goods, services or construction works that are consequences of this contract.
- 4.4. The Contractor shall permit the Contracting Authority to inspect the Contractor's accounts and records related to the performance of the contract or to have them audited by auditors appointed by the Contracting Authority.

Article 5. Confidential Information

- 5.1. The Contractor and the Contracting Authority shall keep confidential all documents, data and other information furnished by the other party in connection with the contract.
- 5.2. The Contractor may furnish to its sub-Contractor(s) such documents, data or other information it receives from the Contracting Authority to the extent required the sub-Contractor to perform its work under the contract. In which case, the Contractor shall include in its contract with the sub-Contractor a provision promising confidentiality as stated in the Paragraph 5.1 above.

Article 6. Intellectual Property

- 6.1. Unless otherwise provided for in the contract, any intellectual property rights obtained by the Contractor in performance of the contract shall belong to the Contracting Authority who may use at his own discretion.
- 6.2. Unless otherwise provided for in the contract, the Contractor, upon completion of the contract, shall deliver to the Contracting Authority all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract. The Contractor may retain copies of such documents and data, but shall not use them for purposes unrelated to the contract without prior written approval of the Contracting Authority.

STANDARD BIDDING DOCUMENTS

- 6.3. The Contractor shall indemnify the Contracting Authority against liability for infringement of any intellectual property rights arising out of the production or performance of services under the contract.
- 6.4. In the event of any claim or suit against the Contracting Authority on account of any alleged intellectual property right infringement arising out of the performance of the contract or out of the use of materials, designs or other protected property furnished under the contract, the Contractor shall furnish to the Contracting Authority all evidence and information owned by the Contractor pertaining to such suit or claim.

Article 7. General obligations of the Contractor

- 7.1. The Consultant shall perform Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with the generally accepted professional standards and practices.
- 7.2. The Contractor shall observe sound management practices, and employ advanced and appropriate technology, as well as safe methods.
- 7.3. If professional counseling services are included in the contract, the Consultant shall always act as faithful adviser to the Contracting Authority, in compliance with the rules and code of conduct of his profession and shall at all times support and safeguard the public interests.
- 7.4. If professional counseling services are included in the contract, the Consultant shall always act with prudence with the third parties, including media and is not permitted to act or participate in actions beyond his powers in the representation of the Contracting Authority

Article 8. Particular obligations of the Contractor

- 8.1. The Contractor must perform all services, as specified in the Terms of Reference.
- 8.2. The Contractor must submit to the Contracting Authority all services to the specified amounts, as required by the contract, including but not being limited to all reports, documents, studies, drawings and designs.
- 8.3. The contractor should prepare the reports related to the service performance as required in the contract.

Article 9. Specification and drawings

- 9.1. If the contract requires the preparation of designs, the contractor should prepare all specifications and drawings, using the well-known standards, and acceptable by the Contracting Authority, considering the last standards too.
- 9.2. If the contract requires preparation of designs, the Contractor should ensure that all specifications, drawings and other requirements are prepared on an unbiased base as regards the promotion of competition in the procurement of the subjects of drawings.

STANDARD BIDDING DOCUMENTS

Article 10. Permits and Licenses

- 10.1. The Consultant is responsible in obtaining licenses and permits needed to carry out the services, in conformity with the Albanian Laws and the Contract Services, unless the parties have otherwise agreed.

Article 11. Removal and/or Replacement of Key Personnel

- 11.1. The Contractor needs a preliminary written approval by the Contracting Authority before the removal or the replacement of the key personnel, as described in the tender of the Contractor.
- 11.2. If the Contractor finds that any of the Personnel has committed serious misconduct or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall provide another person as a substitute.
- 11.3. If the substitute of any of the key personnel is deemed necessary, the Consultant shall provide as a substitute a person with equivalent or better qualifications.
- 11.4. The Contractor shall pay additional costs for the replacement of the key personal, save the cases when the replacement has been caused by the negligence or the inattention of the Contracting Authority.

Article 12. Location

- 12.1. The services should be performed at the place or places described in the contract.
- 12.2. If the place is not specified, the Contracting Authority has the right to approve the place or places where the services should be performed, yet, the approval should not be unreasonably delayed.

Article 13. Insurance of Professional Responsibility

- 13.1. The Contractor shall provide insurance for professional responsibility, according to the generally accepted rules and practices for the profession, covering all damages caused by negligence, errors or inability during the service performance against the Contracting Authority.
- 13.2. If the minimum insurance amount is not given to the contract, the contractor should obtain insurance, with a sufficient amount to cover the services.

Article 14. Contract Price

- 14.1. The contract price shall be the price offered by the contractor and accepted by the Contracting Authority.

STANDARD BIDDING DOCUMENTS

Article 15. Terms of Payment

- 15.1. The contract price, including any advance payments, shall be due and payable as specified in the contract.
- 15.2. Unless envisaged by another provision of the contract, payment will be made in Albanian currency. The exchange rate of different currencies will be the rate of the Bank of Albania on the date of the delivery of the contract's notice for publication.
- 15.3. Unless envisaged by another provision of the contract, the Contractor's request for payment shall be made to the Contracting Authority in writing. For each request, the Contractor shall submit an original and one copy together with an itemized statement describing the services performed for which payments have to be made.
- 15.4. Unless envisaged by another provision of the contract, payment for services will be made within 30 calendar days from the date the services are performed, the delivery is submitted or the request for payment is received whichever is later.
- 15.5. The date of payment shall be the day that the funds are debited from the account of the Contracting Authority.

Article 16. Delay in Making Payment

- 16.1. The calculated damages caused as a result of the delay in payment consist of the interest beginning from the date of the debtor's (Contracting Authority's) delay, in the official currency of the place in which the payment is to be made. The percentage of interest is established by law. At the end of each year, the matured interest is added to the total amount, based on which the matured interest has been calculated.
- 16.2. The legal interest is to be paid, without forcing the creditor (the Contractor) to prove any damage. If the creditor (Contractor) proves it has suffered a damage beyond the value of the legal interest, the debtor (the Contracting Authority) is required to pay the rest of the damage suffered.

Article 17. Amendment of Laws and Regulations

- 17.1. If after the date of the signature of the contract, any law, regulation, ordinance, order or procedure having the effect of law in Albania is enacted, promulgated or amended that affects the conditions, including delivery date, or contract price, the conditions or contract price shall be adjusted to the extent that the Contractor has been affected in the performance of its obligations under the contract.

Article 18. Force Majeure

- 18.1. The Contractor shall not be liable for the loss of the contract deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of a Force Majeure.

STANDARD BIDDING DOCUMENTS

- 18.2 For purposes of this article, “Force Majeure” means events out of the control of the Contractor over the fault or negligence. Such events may include, but are not limited to the actions of the Contracting Authority either in his sovereign or contractual capacity such as war or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and transit embargoes.
- 18.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Contracting Authority. Unless the Contracting Authority directs otherwise, the Contractor shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not to be prevented by the Force Majeure event.

Article 19. Delay in Performance and Extension of Time

- 19.1 Unless otherwise provided, the Contractor shall commence the application of the contract immediately upon its signature.
- 19.2 Unless the Contracting Authority agrees to an extension of the time limit of the contract, the Contracting Authority shall be entitled to liquidate damages for the delay in performance if the Contractor fails to perform services within the period specified in the contract.
- 19.3 The Contracting Authority may deduct the amount of liquidated damages to be paid out of the amount of payment towards the Contractor. In such case, the Contracting Authority must give the Contractor a written notice of the amount and the reason for the deduction.
- 19.4 The Contracting Authority shall agree to an extension of time in the case of a Force Majeure.
- 19.5 The Contracting Authority may agree to an extension of time limit in other circumstances if it is in the public interest to do so. In case the Contractor encounters conditions that impede the timely performance, the Contractor shall promptly notify the Contracting Authority in writing of the delay, the cause and the proposed date for completion of Services. The Contracting Authority shall evaluate the request. If the Contracting Authority agrees to the delay, the extension must come into effect by a written amendment to the contract signed by the Contracting Authority and the Contractor.

Article 20. Liquidated Damages for Delayed Delivery

- 20.1. Liquidated Damages for delayed service performance shall be calculated at the following daily rates:
- (a) For contracts with a period of performance of no more than 6 months, the daily rate shall be 4/1000 of the corresponding value remained unperformed without being applied out of the total price of the contract but not less than 25% of its value.
 - (b) For contracts with a period of performance of no more than 12 months, the daily rate shall be 2/1000 of the corresponding value remained unperformed without being applied out of the total price of the contract but not less than 25% of its value.

STANDARD BIDDING DOCUMENTS

- (c) For contracts with a period of performance of more than 12 months, the daily rate shall be 1/1000 of the corresponding value remained unperformed without being applied out of the total price of the contract but not less than 25% of its value.

Article 21. Negotiations and Amendments

- 21.1. The parties shall not negotiate changes or amendments to any element of the contract that would substantially change the terms that were the basis for the selection of the Contractor.
- 21.2. No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract and is signed by an authorized representative of the Contractor and the Contracting Authority.
- 21.3. Any waiver of a party's rights, powers or remedies under the contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

Article 22. Change of Orders

- 22.1 The Contracting Authority reserves the right to order additional goods and services at the size that do not exceed 20% of the total price contract. Any variation order will be in accordance with the rules and procedures defined in the Albanian Public Procurement Law.

Article 23. Termination for Default

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

Article 24. Termination due to Bankruptcy

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

Article 25. Termination due to Public Interest

- 25.1. The Contracting Authority may terminate the contract at any time if it determines this action must be taken to best serve the public interest.

STANDARD BIDDING DOCUMENTS

- 25.2. The Contracting Authority must give the Contractor a written notice of termination.
- 25.3. The Contracting Authority shall pay the Contractor for all Services performed before the termination and shall pay the Contractor for damages incurred for partially performance of the Services. In calculating the amount of damages, the Contractor shall be required to take all actions necessary to minimize the damages.

Article 26. Sub-contracting

- 26.1. A sub-contract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of its contractual obligations to a third party.
- 26.2. The Contractor shall not subcontract without the prior written approval of the Contracting Authority and not more than 40 % of the contract value. The Contractor shall notify the Contracting Authority of the elements of the contract to be sub-contracted and the documentation certifying the capacity of the sub-Contractor. The Contracting Authority shall, within 5 days of the receipt of notice, notify the Contractor of its decision, stating reasons if it denies approval.
- 26.3. Any sub-contractor must have the right to participate in the public procurement under the PPL. The Entity may perform direct payment to the sub-contractor for the works performed by him.
- 26.4. The Contractor, if intending to sub-contract the works, shall include in his bid, as per the Tender Documents, all the information required for the sub-contractor and the works that he intends to sub-contract.
- 26.5. The Contractor remains fully responsible for the execution of the contract, notwithstanding the sub-contractor's behavior.

Article 27. Delegation of rights

- 27.1. The Contractor shall not delegate, in whole or in part, its obligations under the contract except with the prior consent of the Contracting Authority.

Article 28. Contract Security

- 28.1. Within 30 days of receipt of notice of award of the contract, the Contractor shall furnish to the Contracting Authority, the contract security in the amount and acceptable form as specified in the contract. Failure to provide the contract security as required in amount and form within 30 days shall result in the cancellation of the contract and the forfeiture of the Contractor's bid security.
- 28.2. The proceeds of the contract security shall be payable to the Contracting Authority as compensation for any loss resulting from the Contractor's failure to meet its obligations under the contract.
- 28.3. The contract security will be returned to the Contractor not later than 30 days following the date of the performance of Services.

STANDARD BIDDING DOCUMENTS

Article 29. Legal basis

- 29.1 The contract shall be governed by and interpreted in conformity with the laws of the Republic of Albania.

Article 30. Settlement of Disputes

- 30.1 The Contracting Authority and the Contractor shall make every effort to settle by direct negotiation any disagreement or dispute arising between them under or in connection with this agreement.
- 30.2 If the parties fail to settle such a dispute or disagreement, the issues shall be considered through contract dispute settlement and legal procedures in force under the legislation of the Republic of Albania.

Article 31. Representation of Parties

- 31.1. Each party shall appoint in writing a person or organizational position that will be responsible, on the party's behalf, for the receipt of statements and representation of the party in matters related to the execution of the contract.
- 31.2. Each party should immediately notify the other party of any change in the appointment of the party's representative. If a party fails to give notice, it shall assume any losses incurred due to failure of the adequate notice.
- 31.3. Parties may appoint additional persons or organizational units to represent the party in particular actions or activities in which case the written notice must be given and shall define the scope of the representative's authority.

Article 32. Notices

- 32.1. Any notice given by one party to another pursuant to the contract shall be in writing to the address specified in the contract.
- 32.2. A notice shall be effective when delivered.

Article 33. Calculation of deadlines

- 33.1 All references to days shall be calendar days unless foreseen otherwise.

Annex 14

SPECIAL CONDITIONS OF CONTRACT
Consultant services

The following Special Conditions of the Contract shall be complementary to the General Conditions of the Contract. Whenever a conflict occurs between GCC and SCC the provisions herein shall prevail over the provisions in the General Conditions.

Article 1: Definitions

1.1 The Contracting Authority is the Ministry of Economy, Trade and Energy

1.2 The Contractor is: _____

Article 2: Contract Security

2.1 The Contractor should provide the Contract Security, at the amount of (10% of the contract value), in order to ensure the execution of his obligations, in accordance with the Contract.

2.2 The Contract Security shall be promptly issued or returned to the Contractor, complying with the following form:

Article 3: Initiation of Contract

3.1. The performance of the contract shall begin on _____. If not specified, the performance shall begin on the date the Contractor signs the contract form.

Article 4. Place of Services

The services shall be carried out in the Ministry of Economy, Trade and Energy.

Article 5. Information to be submitted by the Contracting Authority

5.1 Within 15 days, after submitting the Contract Security, the Contracting Authority should submit to the Contractor the following documents and information:

- Terms of reference
- The existing legal framework and any other documents that may be requested from the Contractor, which shall be deemed necessary by the Contracting Authority for the implementation of this service.

Article 6. Report requirements

6.1 During the contract, the Contractor should prepare and submit to the Contracting Authority the reports as below. : _____

Article 7. Insurance for Professional Responsibility

7.1 Before the initial application of the contract, the Contractor should provide to the Contracting Authority the insurance covering the professional responsibility, with the minimum amounts, as follows: _____ ALL.

Article 8. Terms of payment

8.1 Payment for services must be made according to the following file:

8.2 Any payment should be filed within _____ days from the date of reaching agreement for the payment or receipt of a written request for payment whichever is later. If left unfilled, the time period will be 30 days.

8.3 Currency of payment will be _____. If left unfilled, the payment shall be made with the Albanian currency.

8.4 The payment for services shall be effected as per the following timetable: the payment shall be effected to the full value of the contract within 30 calendar days from the date of the delivery of the final report for the implementation of the consultancy service.

Article 9. Advance Payment

9.1 Percent of prior payment will be _____. If left unfilled, the Contractor will not receive advance payments.

9.2 If it is a promising advance payments, advance will be paid within _____ days from receipt of the insurance contract.

9.3 If given advance payment, the amount will be deducted from payments to be given the Contractor under the following formula:

9.4 The Contractor shall not receive any advance payment

Article 10. Deduction of the contract security

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

If not met, the guarantee remains unchanged.

10.1.1 The contract security remains unchanged.

Annex 15

CONTRACT FORM

Contract Title: _____
Contract Reference No: _____

This contract is concluded on [*date*], between the [name and address of the Contracting Authority], hereinafter referred to as the "Contracting Authority" and [*insert name and address of Contractor*] represented by [*representative*] hereinafter referred to as the "Contractor"

As soon as the Contracting Authority makes a request for the service performance according to the Procurement Reference _____.

As soon as the Contractor, through his bid dated [*dated*] agreed to perform services as specified and according to the conditions set out in:

- this Contract Form
- the Form for Declaration of Bid submitted by the Bidder
- the Schedule of Qualification Requirements
- the Form of Bid Price
- the Work Plan and Technical Specifications
- the General Conditions of Contract
- the Special Conditions of Contract
- the Contracting Authority's Notice of Award
- the Form of the Contract Security
- the Terms of Reference

All these documents being attached hereto and forming an integral part of this Contract.

As soon as the Contracting Authority has accepted the bid by the Contractor to an amount of _____ for the performance of Services.

The parties agree as follows:

1. The Contractor shall provide a Contract Security to the amount of _____ and in the form of _____, on or before the date stated in the notice of award.
2. The Contractor is obliged to perform the Related Services to the Contracting Authority as required in this contract.
3. The Contracting Authority is obliged to pay for the Related Services in the amount as set forth in this contract.
4. In this Contract Form, the words and expressions shall have the same meaning as respectively assigned to them in the provisions of the contract.

5. The Parties to this contract bear responsibility for the non-performance or improper performance of their contractual obligations and damages caused to each by the non-performance of obligations, subject to compensation, in accordance with the Provisions of the Contract.

In witness thereof the parties have caused this contract form to be executed this _____ day of _____.

Contracting Authority

Contractor

Name and signature of Representative

Name and signature of Representative

Seal:

Seal:

Address:

Address:

Tel:

Tel:

Annex 16

FORM FOR PUBLICATION OF SIGNED CONTRACT NOTICE

Section I Contracting Authority

I.1 Name and address of the Contracting Authority:

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

1.2 Type of Contracting Authority and main activity/ies:

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

Section II Contract Scope

II.1 Type of Contract

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

Type of “Contracts for Public Works”

Implementation of Works <input type="checkbox"/>	Design and implementation of works <input type="checkbox"/>
---	--

Type of “Contracts for Public Services”

Design Competition <input type="checkbox"/>	Consultant Services <input type="checkbox"/>	Other services <input type="checkbox"/>
--	---	--

Type of ‘Public Contracts for Goods’

III.2 Award criteria:

The best offer based on:

Price and Technical Bid

III.3 Number of submitted tenders:

Number of regular tenders:

III.3.1 Number of submitted proposals

Number of regular proposals

III.4 File reference, as defined by the Contracting Authority: _____

Section IV Information on the contract

IV.1 Number of Contract: _____

Date of Contract

IV.2 Name and address of contractor

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

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

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

IV.4 Previous publications concerning the same contract (if applicable):

Public notice bulletin Date _____ Number _____

IV.5 Additional information

Date of dispatch of this notice

Annex 17

[Headed notepaper of Bank / Insurance Company]

CONTRACT SECURITY FORM

Ref. _____

Date _____

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

Copy to: *[Name and address of the guaranteed bidder]*

Procurement procedure *(if applicable)*: *[File reference indicated according to the Contracting Authority]*

Brief description of the contract: *[type of procedure and scope]*

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

With reference to the abovementioned 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 to 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, provided that the request mentions the non-fulfillment of the obligations of the contract.

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

[Representative of the bank / insurance company]

Annex 18.

COMPLAINT FORM PROCUREMENT CONTRACTING AUTHORITY

Complaint to: **Contracting Authority**

Section I. Identification of applicant

The applicant may be a potential bidder or bidders (for example, as an individual, partnership, cooperation, the concentration of companies).

Full name of applicant (please type) _____

Address _____

City State Postal Code / Zip Code

Telephone No. (including area code) Fax No. (including area code)

E-mail _____

Name and position of official authorized that meets the complaint (please type)

Signature of authorized officer Date (year / month / day)

Telephone No. (including area code) Fax No. (including area code)

Section II. Procedure Information

1. Identification Number

Complete the number of contract in the contract notice or tender documents, including the type of procedure used for the procurement in question (e.g., Request for Proposals (RP), Procedure Open (PO), Proceedings of Limited (PL), Proceedings negotiated (PN), Consulting Services (CS), Design competition (DC).

2. Contracting Authority

Name of the contracting authority that manages the procurement process.

3. Calculated Value Procurement

The estimated value of contract (the sum expressed in figures and words)

4. Scope of Contract

Brief description of works / goods / services purchased.

5. The deadline for submission of Bid

The deadline for submission of bid.

Date (year / month / day)

6. Determination Date Contract Award

Date (year / month / day) if applicable

Section III. Description of complaint

1. Legal Basis of Complaint

(enter legal violations, based on the decisions, acts, documents, etc.)

2. Detailed Statement of Facts and Arguments

Give a detailed statement of facts and arguments that support your complaint. To every reason to appeal specify the date on which served aware of the facts related to the reasons complaint. Mention the relevant sections of the tender documents, if applicable. Use additional pages if necessary.

3. List of Supplements

*That a complaint is deemed filed, it must be complete. Attach a legible copy of all documents related to your complaint and a list of all these documents. The documents should normally include **any notification published, all tender documents, with all amendments and supplements, your proposal**. Determine which of the information is confidential, if any. Explain why such information is, or give a version of the relevant documents with confidential parts removed and a summary of the content.*

Send the completed form to appeal for the procurement, all the necessary attachments and some extra copies, at the **contracting authority**.

Fax No. :

E-mail :

Signature and Stamp of applicant