



**REPUBLIC OF ALBANIA
AGENCY OF PUBLIC PROCUREMENT**

**STANDARD DOCUMENTS OF TENDER ON CONSULTANCY
SERVICES FOR THE PRIVATIZATION OF THE PACKAGE OF
STATE OWNED SHARES OF THE COMPANY
“ALBTELECOM” Sh.A
WITH A LIMIT FUND OF 25 000 000 (TWENTY FIVE
MILLION) VAT-FREE LEK (ALL)**

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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
Tel/Fax ++ 355 42 223119
E-mail postmaster@mete.gov.al
Website: www.mete.gov.al

I.2 Name and address of the responsible person:

Name Teuta Balili
Sonila Malko
Dhurata Hoxha
Address Blvd “Deshmoret e Kombit”1001 Tirane
Tel/Fax ++355 42 223119
E-mail tbalili@mete.gov.al; smalko@mete.gov.al ; dhoxha@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 services | Other services |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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. The limit fund of 25.000.000 lek , ALL VAT free (exclusive of VAT)
2. (Purpose of the contract, quantities)
METE seeks a financial consultant who shall work with METE for the implementation of the process of privatization of state owned shares in the company Altelecom sha, based on the Technical Requirements and Specific Tasks (chapters C and D – terms of reference)

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

Duration for 4 (four) months, starting from the date of signature of the contract,

II.4 Location of the contract:

Ministry of Economy, Trade and Energy, Tirane, Albania.

II.5 Division into LOTS

Yes No

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

Yes No

Section III Legal, economic, financial and technical information

III.1 Qualification requirements (*shortlist*)

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

In order to certify that the economical operator are qualified in according to section 4 of TD, the bidder must submit :

The bidder must create his legal identity and prove that he owns all of the licenses required for the implementation of this procurement process. For this purpose, he has to present:

- a) The documents of the registration as a legal person.
- b) The required license (s) is/are: the competitive bidder must be licensed in the respective areas of consultancy according to the terms of reference.

The qualification requests are both applicable for the consultant, as physic or juridical person, for the staff of consultant and sub consultants, as well as for the consortium of the consultants. The consultants can be joined, in the form of the consortium, or with a sub consultant agreement, for the fulfillment of their relevant expertise areas, for the strengthening of the technical side of their proposals and for an available bigger experts' team, to realize better ways and to offer lower prices in some case. Such consortium can be established for the long term, despite the instant specific task, or can be established for the special task also. In every case this consortium, can be documented by a contract between them.

III.1.2 Economic and financial capacity:

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

Financial capacity:

The bidder must have the financial resources required for the implementation of the subject of procurement and assumes to take over any risk that might be posed, as provided for or implied in the General or Special Conditions of the Contract.

Documents proving sufficient financial resources include at least two references from financial institutions (banks or financial institutions) on the credibility of the company, to the value of not less than 10% of the limit fund to be procured.

III.1.3 Technical capacity:

- Be an internationally reputable consulting company, or consortium of consulting companies;
- Have experience in assisting in privatization procedures, including financial and legal areas of expertise;

Standard Tender Documents

- Have an experience in valuation of businesses, especially in the telecommunications sector.
- Have experience of the international telecommunications market in general.

In order to determine the capability and experience of interested companies, the information submitted should include the following:

- a) company name, address, profile, organization and staffing;
- b) details of the company's Albanian offices or presence in Albania, if any;
- c) details of experience of similar assignments undertaken in the previous 5 (five) years, including their locations and focusing on the company's role in similar other Eastern European countries;
- d) CV's of staff that could be available to work on the assignment.

III.2 Bid security: *(only for the stage of the request)*

2% (two) of limit found that will be procured and will be requested only for the stage of the proposal request

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"/> | X |

IV.2 Awarding criteria:

The best offer, based on:

Price **X** Technical Bid **X**

For further information, please consult the Tender Documents

IV.3 Deadline for the submission of the request for expression of interest:

Date: 10/08/2009 (dd/mm/yyyy) Time: 10:00 hrs (local time)

Place: www.app.gov.al

IV.4 Deadline for opening of the requests for expression of interest:

Date: 10/08/2009 (dd/mm/yyyy) Time: 10:00 hrs (local time)

Place: www.app.gov.al

IV.5 Period of bid's validity: 150 days

IV.6 Language(s) in which the bid or requests for expression of interest may be drawn up:

Standard Tender Documents

Albanian X
Other _____

Section V Supplementary Information

V.1 Payable documents:

Yes No

If yes

Currency _____ Price _____

V.2 File reference attributed by the Contracting Authority : 6029099

V.3 Previous publications concerning the same contract (*if applicable*):

Public Notice Bulletin Date _____ Number _____

V.4 Additional information (Place, office, ways for withdrawing the tender documents)

www.app.gov.al

Date of dispatch of this notice **27.07.2009**

2. REQUEST FOR EXPRESSION OF INTEREST

Number of reference provided by the Contracting Authority : **6029099** .

Ministry of Economy, Trade and Energy (METE) has programmed the process of privatization for the stake of shares owned by state, in the joint stock company Albtelecom Sh.a, based on privatization strategy, approved by the Law No.8306, dated 14.03.1998 “For the privatization strategy of primary important sectors” and Law No.8810, dated 17.05.2001 "On the definition of the form and structure of privatization formula of the joint stock company "Albtelecom sh.a".

In the implementation of the Law of Albtelecom privatization, have been approved the decision of the Council of Ministers no. 428, dated 02.07.2007 “On the transferring form of the remaining stake of shares, after the transferring of the stake of shares to the strategic investors, the former owners and the employees of joint stock company Albtelecom” and Council of Ministers no. 145, dated 11.02.2009 “On the transferring of the stake of shares owned by state, in “Albtelecom” Sh.a, Tirana, which define that this stake of shares is transferred by public auction, with the assistance of a international Consultant Company.

General description of the procurement procedure

This process includes two principal phases:

Phase I – Expression of Interest and Prequalification (short-list):

The Bidders should submit the Request for Expression of Interest to the Contracting Authority . The Contracting Authority will examine the requests for expression of interest submitted by the candidates, to ensure that the requests and the supporting documents fulfill the qualification criteria specified in the tender documents. The Bidders who are not qualified, will be rejected and be promptly informed on the rejection.

Phase II – Bids’ presentation:

The Contracting Authority will send an invitation to submit bids to the qualified Bidders of the Contracting authority, who fulfill the minimum qualification criteria in the Phase I (the short-listed companies).

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.

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

OPTION [if payments are envisaged]
following the payment of a non-reimbursable value of ____Lek

Expressions of interest must be presented to
www.app.gov.al

Prior to
The date ____/2009, at ---- hrs (local time) (see the section 5 of the TD for further details)

When the request for expression of interest must presented by electronic instruments, the economical operators have to submit the request by electronic way in PPA office web site, www.app.gov.al

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 pre-qualification process after the delivery of the expression of interest.

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 TD.

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 Documentation.
- 3.2 Each economic operator is invited to submit a request 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 requests for expression of interest 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 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.

“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 its 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 those 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 (if applicable). 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/yy) 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 the contact person)

- 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. PHASE I –PREQUALIFICATION (short-list)

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

5.1 Deadline for submission of requests for expression of interest expires on 10.08.2009, at 10 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, the term to send the request for the expression of interest, expires at deadline of the requests submission, decided from the contactor authority

5.2 The requests should be submitted to the following address: www.app.gov.al

In the case of electronic procurement, the request for expression of interest will be submitted by electronic way in PPA office web site.

5.3 Economic Operators should submit only the original request sealed in one non – transparent envelope stamped or signed with the name and address of the Candidate and marked: *“Request for pre-qualification in the procedure No... of the Contract*
“DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER EVALUATION COMMISSION AND NOT PRIOR TO ____. 2009 , at ____ hrs”.

In the case of electronic procurement, the request for expression of interest will be submitted by electronic way in PPA office web site.

General Conditions for participation and required certifications

5.4 In accordance with the PPL, the Economic Operators should meet the following conditions:

- a) Their requests 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.

5.5 In conformity with the Article 45 of the PPL, the request 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 the social security contribute in accordance with the relevant laws of Albania or its country of establishment;
- f) has not fulfilled its obligations related to the payment of the taxes in accordance with the relevant laws of Albania or its country of establishment;
- g) misinform and submit documents containing false data for the purpose of their qualification.

5.6 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.

5.7 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 6 of the TD.

Specific Qualification Criteria

5.8 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.

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

5.10 The evaluation of technical and professional capacities of the Economic Operator will be based on the certifications or documents provided for in the Annex 6 of the TD.

Group of economic operators

- 5.11 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.
- 5.12 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.
- 5.13. 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. PHASE II – BIDS' SUBMISSION AND EVALUATION

The bids will be submitted only by the candidate that has received a request for bid by the Contracting Authority 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 (Annex 4)

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 13, 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 TENDER EVALUATION COMMISSION AND NOT BEFORE _____ (dd/mm/yy), _____ hrs”.

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

- 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;

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- 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 5. The amount of the required bid security is _____ Lek (ALL) (in words: _____).

(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

Lot 2 _____ Lek

- 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

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 [until] 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 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 5 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 criteria, 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.

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 negotiations and award the contract.

Evaluation criteria

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

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| 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*)

$$\mathbf{Fs = 100 \times Lpo / P}$$

(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:

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

The bid which reached the highest combined technical and financial points is invited for negotiations and 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 7 of the TD.

8. ADMINISTRATIVE COMPLAINT, AVAILABLE FOR CANDIDATES /BIDDERS

- 8.1 Any economic operator who has a legitimate interest in public procurement contract and believes that the Contracting Authority, during the concerned contract award procedure, has breached provisions of the PPL, P.P rules shall have the right to raise an objection against the procedure. In filing the complaint the interested party shall use the complaint form provided in the Annex 14 of the TD.
- 8.2 Objections shall be filed in with the Contracting Authority in writing within 5 (five) 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 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
Z. Durim Kraja, ++ 355 42 222245/74107
E-mail : dkraja@mete.gov.al
- 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.

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 7. An extended copy of this notice will be published in the Public Announcement Bulletin as stipulated by the article 58 of the PPL

Security for contract performance (OPTION)

- 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 13 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 [_____] [for a given Lot], _____.

Standard Tender Documents

- 9.6 A draft contract is included as the Annex 8 and Annex 9 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 8 and 9).

10. INFORMATION ABOUT TENDER DOCUMENTATION

- 10.1 The fee for the TD is ----- . 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.
- 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 10 days for the procurements to a value above the high monetary limits in accordance with the article 42 of the modified PPL.
- 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. 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/Request Submission Form
Annex 3: Bid Declaration Form
Annex 4: Financial Bid Form
Annex 5: Bid Security Form

Standard Tender Documents

| | |
|------------|---|
| Annex 6: | Evidence of Qualification/Participation Form |
| Annex 7: | Award Notice Form |
| Annex 8: | General Conditions of the Contract |
| Annex 9: | Special Conditions of the Contract |
| Annex 10: | Contract Form |
| Annex 11: | Notice for Contract Signature |
| Annex 12: | Confidential Information Form |
| Annex 13: | Contract Security Form |
| Annex 14: | Procurement Complaints' Form |
| Annex 15: | Technical Specifications |
| Annex 16: | Volume of services and conditions of delivery |
| Annex 17: | Terms of Reference |
| Annex 18: | Key staff requirements |
| Annex 19 : | Declaration for the conflict of interest |

Annex 1.

[CONTRACTING AUTHORITY]

REQUEST FOR BID

(only for the short-listed candidates after reviewing the requests for expression of interest)

[Ref]....

[Dated]

To: *(name and address of the short-listed bidder)*

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

Procurement Method: _____

Brief description of the contract

(type of contract and fund limit)

Duration of the contract or time-limit for completion:

It starts on and/or terminates on (dd/mm/yyyy)

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

* * *

Referring to the above-mentioned procedure, we would like to inform you (name and address of the short-listed candidate), 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
Address
Tel/Fax

Annex 2

REQUEST/BID SUBMISSION FORM

Contract title and reference number:

Contract notice:

(Place and date)

TO: *(Name and address of the Contracting Authority)*

SUBMITTED BY

Name(s) of the bidder (s) Signature

Representative

Partner 2 *

Etc....*

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure. If this tender is being submitted by an individual bidder, the name of the bidder should be entered as 'leader' (and all other lines should be deleted)

No of pages submitted: _____pages

CONTACT PERSON (for this tender)

Name:

Address:

Telephone:

Fax:

E-mail:

Signature

Seal

Annex 3

[Headed notepaper of the Bidder]

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

Annex 4

PRICE TENDER FORM

Fees for Work's Category: (detailed subtotal)

Daily fees: (detailed subtotal)

Direct Cost: (detailed subtotal)

Reimbursable expenses: (detailed subtotal)

TOTAL

Annex 5.

[Headed notepaper of Bank / Insurance Company]

BID SECURITY FORM

[Ref. ...]

[Date]

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

On behalf of: *[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]

Annex 6

GENERAL ADMISSIBILITY/QUALIFICATION CRITERIA

The Candidate/Bidder must deliver:

1. A Document certifying that (your company) is not under bankruptcy, issued by the National Registry Center.
2. A Documents certifying that (your company) is not convicted for a criminal offence pursuant to the article 45/1 of PPL, issued by the National Registry Center.
3. A Document certifying that (your company) is not convicted by a final court decision related to its professional activity, issued by the National Registry Center.
4. 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.
5. A document certifying that (your company) has met fiscal obligations, issued by the Tax Administration.
6. A document certifying that (your company) 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 1-6) must be certified through the documents issued not earlier than three months from the day of the opening of the bid.

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.

2. SPECIFIC QUALIFICATION CRITERIA

In order to demonstrate that the economic operators are qualified in accordance with the section 4 of the TD, a Bidder must submit :

The bidder must create his legal identity and prove that he owns all of the licenses required for the implementation of this procurement process. For this purpose, he has to present:

- c) The documents of the registration as a legal person.
- d) The required license (s) is/are: the competitive bidder must be licensed in the respective areas of consultancy according to the terms of reference.

The qualification requests are both applicable for the consultant, as physic or juridical person, for the staff of consultant and sub consultants, as well as for the consortium of the consultants. The consultants can be joined, in the form of the consortium, or with a sub consultant agreement, for the fulfillment of their relevant expertise areas, for the strengthening of the technical side of their proposals and for an available bigger experts' team, to realize better ways and to offer lower prices in some case. Such consortium can be established for the long term, despite the instant specific task, or can be established for the special task also. In every case this consortium, can be documented by a contract between them.

III.1.2 Economic and financial capacity:

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

Financial capacity:

The bidder must have the financial resources required for the implementation of the subject of procurement and assumes to take over any risk that might be posed, as provided for or implied in the General or Special Conditions of the Contract.

Documents proving sufficient financial resources include at least two references from financial institutions (banks or financial institutions) on the credibility of the company, to the value of not less than 10% of the limit fund to be procured.

III.1.3 Technical capacity:

- Be an internationally reputable consulting company, or consortium of consulting companies;
- Have experience in assisting in privatization procedures, including financial and legal areas of expertise;
- Have an experience in valuation of businesses, especially in the telecommunications sector.
- Have experience of the international telecommunications market in general.

In order to determine the capability and experience of interested companies, the information submitted should include the following:

- a) company name, address, profile, organization and staffing;
- b) details of the company's Albanian offices or presence in Albania, if any;

Standard Tender Documents

- c) details of experience of similar assignments undertaken in the previous 5 (five) years, including their locations and focusing on the company's role in similar other Eastern European countries;
- d) CV's of staff that could be available to work on the assignment.

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 7

[Contracting Authority]

AWARD NOTICE FORM

[Ref. _____]

[Date _____]

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

Procurement procedure: *[file reference by the contracting authority]*

Brief description of the contract: *[Quantity or scope and duration of contract]*

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

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

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

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

Etc. _____

The following bidders have been disqualified:

1. _____
Full name of the company *NIPT number*

2. _____
Full name of the company *NIPT number*

Respectively for the following reasons:

Standard Tender Documents

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

Consequently, you are kindly asked to submit to *[name and address of the Contracting Authority and the contact reference]* the signed copy of the contract and the contract security, as provided with the tender documents, within 30 (thirty) days from the receipt of the notice.

If you don't comply with this request, or you withdraw from contract signature, your contract security shall be forfeited and your contract shall be granted to the next bidder in the final classification, whose tender has been submitted with a total value of *[respective value expressed in words and figures]*, as provided in the article 58 of the PPL *[date]* *[number]*.

The Notice of Classification is made on _____

Complaints: if any or not _____

(if any) has received a reply on _____

[Head of Contracting Authority]

Annex 8

GENERAL CONDITIONS OF CONTRACT

Consultant Services

Article 1. Scope

- 1.1. These general provisions 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.

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)” means 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.

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.
- 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 bases as regards the promotion of competition in the procurement of the subjects of drawings.

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.

Standard Tender Documents

- 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.

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.
- 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.
 - (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 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.

Standard Tender Documents

- 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.
- 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

Standard Tender Documents

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.

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 9

**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 KPK and KVK 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:

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: _____

Article 8. Terms of payment

8.1 The payment for services shall be effected after the following timetable _____

8.2 Every payments after the timetable must be made in _____days from the date of the accomplishment of the payment agreement or date of the taking of the written request for the payment, everyone is more late. If is uncompleted, the term will be 30 days.

8.3 Currency of payment will be _____. If is uncompleted, the payment will be made in Albanian currency.

Neni 9 Advance Payment

9.1 Percentage of the advance payment will be _____. If is uncompleted, the contractor shall not receive any advance payment.

9.2 If has been promised a advance payment, the advance will be paid in _____days from the taking of the contract security.

9.3 If is given the advance payment, the number will be off from the payment that will be given Contactor after the formula as follow : _____

Neni 10 Deduction of the contract security

10.1 If is forecasted the periodic deduction of the contract security , it is performed as follow :

If is uncompleted, the contract security remains unchanged.

Annex 10

CONTRACT FORM

Contract Title: **Consulting service**
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 11

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

Independent Institution

Local Government Unit

Other

Section II Contract Scope

II.1 Type of Contract

Works

Services

Goods

L Type of “Contracts for Public Works”

Implementation of Works

Design and implementation of works

Type of “ Contracts for Public Services”

Design Competition

Consultant Services

Other services

Type of ‘Public Contracts for Goods’

Purchase

Rent

Leasing

Purchase in installments

A combination of those

II.2 Brief description of the contract

1. Limited fund _____

2. (Scope of the contract, quantity)

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

Time limit for completion:

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

or

Starting from / / **to** / /

II.4 Division into LOTS:

Yes No

If yes, the number of LOTS:

II.5 Options:

Number of possible renewals (*if any*):

or: from **TO**

Section III Procedure

Type of procedure:

III-1

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

In case of negotiated procedure:

The justification for the selection of the negotiated procedure without the preliminary publication of the notice of the contract:

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 _____

V.4 Additional information

Date of dispatch of this notice □ □ / □ □ / □ □ □ □

Annex 12

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

Annex 13

[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]

Section II. Information on the Procedure

1. Identification Number

*Fill the contract number provided in the contract notice or tender documents including the **type of procedure used** for the procurement in question (e.g. Request for Bid [RFP], Open procedure [OP], Restricted procedure [RP], Negotiated Procedure [NP], Consultant Service [CS], Design Competition [DC]).*

2. Contracting Authority

Name of the Contracting Authority administering the procurement process

3. Estimated Value of the Procurement

Estimate of the contract value (amount expressed in number and words)

4. Scope of the Contract

Brief description of works/ goods/ services being purchased

5. Final deadline for Tender Submission

Final deadline for the submission of tenders

Date (year/month/day)

6. Contract Award Date

Date (year/month/day) if applicable

Section III. Description of complaint

1. Complaint's Legal Grounds

(write down the legal infringement based on decisions, acts, documents etc)

2. Detailed Statement of Facts and Arguments

Provide a clear and detailed statement of facts and arguments supporting your complaint. For each ground of complaint, specify the date on which you became aware of the facts underlying that ground of complaint. Cite the relevant sections of the tender documents, if applicable. Use additional pages if necessary.

Section IV. Prior Objection to the Contracting Authority

An objection is deemed a complaint directly addressed to the Contracting Authority. Attach a copy of each written complaint, including the answer, if any.

1. Have you ever made such an objection? If so, specify how you objected (in writing, via fax etc).

Yes **No**

2. Contracting Authority to which the objection was made

Name of the Contracting Authority

2. Name and position of the official to whom the objection was made.

3. Nature of the Corrective Measure Requested

What corrective measure do you request?

4. List of Attachments

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

Send the completed procurement complaint form, all the necessary attachments and additional copies to the **Public Procurement Agency**

One copy of this complaint shall be simultaneously sent to the Contracting Authority .

Fax No:

E-mail:

Signature and Seal of the Complainant

Annex15.

TECHNICAL SPECIFICATIONS

Designs, technical parameters etc:

Specification of materials

Description of requirements of the application of related services:

Annex 16

SERVICES AND WORK SCHEDULE

The requested service: **CONSULTANCY FOR THE PRIVATIZATION OF THE PACKAGE OF SHARES OWNED BY THE STATE IN THE JOINT STOCK COMPANY ALBTELECOM**

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.

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

- The methodology and work plan for the implementation of the consultancy service.
- The detailed program of the activities for the service implementation.

Execution deadlines: To terminate the service specified in the contract within 4 months from the day of the signature of the contract.

Annex 17

TERMS OF REFERENCE

FOR CONSULTING SERVICE FOR THE PRIVATIZATION OF THE STAKE OF SHARES OWNED BY THE STATE, IN JOINT STOCK COMPANY “ALBTELECOM” SH.A.

A. Background

Ministry of Economy, Trade and Energy (METE) has programmed the process of privatization for the stake of shares owned by state, in the joint stock company Albtelecom Sh.a. (Hereinafter referred to also as “Albteltelecom” or the “Company”), based on privatization strategy, approved by the Law No.8306, dated 14.03.1998 “For the privatization strategy of primary important sectors” and Law No.8810, dated 17.05.2001 "On the definition of the form and structure of privatization formula of the joint stock company "Albtelecom sh.a".

In the implementation of the Law of Albtelecom privatization, has been approved the decision of the Council of Ministers no. 428, dated 02.07.2007 “On the transferring form of the remaining stake of shares, after the transferring of the stake of shares to the strategic investors, the former owners and the employees of joint stock company Albtelecom” and Council of Ministers no. 145, dated 11.02.2009 “On the transferring of the stake of shares owned by state, in “Albtelecom” Sh.a, Tirana, which define that this stake of shares is transferred by public auction, with the assistance of a international Consultant Company.

Albtelecom is a joint stock company incorporated in 1999. The registered office of Albtelecom are located in Rruga “Myslim Shyri”, no.42, Tirana - Albania.

Albtelecom has been entirely owned by the Albanian Government since its incorporation to June 2007, when the Albanian Government sold an 76% stake of the shares of Albtelecom to turk company CETEL Çalik Enerji Telekomünikasyon Hizmetleri A.S (Albtelecom sh.a Share Purchase Agreement, ratified by the Law no. 9785, dated 19.07.2007). Actually, Albanian state holds a 16,7683661 % stake of the shares of Albtelecom sh.a.

The object of Albtelecom activity, after the regimen of the general authorizations, according to Law no. 9918, date 19.05.2008 “On the Electronic communications in Republic of Albania”, are the services of the electronic communications as follows :

1. Issue of the fix public telephonic network
2. Issue of the public network to transmission of the data/internet
3. Issue of the fix public telephonic service
4. Issue of the public services to transmission of the data/internet
5. Issue of the lease lines services
6. Services of the ingoing/outgoing international traffic transit (international carrier)
7. Radio maritime communications services
8. Telegraphy

Albtelecom is being granted a GSM license through new company “Eagle Mobile”. Albtelecom owns 100% of the shares of “Eagle Mobile”.

Albtelecom holds approximately 90 % of the fix telephony lines. Other part is held from a lot of the fix telephony alternative operators. The subscriber’s number of the fix telephony network operators in Albania is in low level. The subscriber’s number of the fix telephony network operators on year 2008 was approximately 320 thousand that constitutes a penetration rate of 10 %, beside 45 % in the EU countries.

The mobile services market has had the sensitive growth in the last years. The mobile consumers’ number in the end of year 2008 succeeded 2,9 million, that constitutes a penetration rate approximately 92 %. “Eagle Mobile” (that is owned 100% from Albtelecom) start the issue of the services in Mars 2008 and is evaluated to hold approximately 10 % of the mobile consumers’ number in Albania.

Based on the decision of the Council of Ministers no. 145, dated 11.02.2009, METE intends to sell state-owned shares in Albtelecom and is seeking advice for the privatization process, including but not limited to valuation of such shares.

B. Scope of the Assignment

METE is looking for a financial advisor which will work with METE for the realization of the privatization process for the stake of shares, owned by the state, in the joint stock company Albtelecom, based on the Specific Tasks (chapter C and D below).

C. Technical Requests

The selected advisor must:

- Be an internationally reputable consulting company, or consortium of consulting companies;
- Have experience in assisting in privatization procedures, including financial and legal areas of expertise;
- Have an experience in valuation of businesses, especially in the telecommunications sector.
- Have experience of the international telecommunications market in general.

D. Specific Tasks

The Consultant has to perform two main tasks:

A.- Valuation of the state-owned shares of Albtelecom sh.a

The Consultant is requested to determine the fair market value of the 16,7683661 % state-owned common shares in Albtelecom as of 31 Dec 2008 for transaction purposes, taking into account all the elements that are customarily considered in such valuations, included but not limited to the following:

- a) The share capital of Albtelecom;
- b) The forecast financial statements (for the last five years) and historical financial statements of Albtelecom (balance sheet, profit and loss account, cash flow, dividend), financial ratios;
- c) The Company's turnover and market share;
- d) National economic and industry conditions;
- e) Historical, actual and forecasted business performance, market position and industry trends.

The results of the Consultant's valuation will be contained in a report to be submitted to the Ministry. This report should include the analyzes, used valuation approaches, assumptions, and data used for the value conclusion.

B.- Preparation, realization of the privatization procedure and transaction completion :

The Consultant in view of the Albanian legislation will assist METE to organize the privatization process positively:

- Contribute to prepare the necessary sublegal acts of the process
- Help in the promoter, publisher and marketing activity, to attract the interested investors
- Help in the offers evaluation, submitted from potential buyers
- Assist METE during the negotiation of the contract for the transferring of the shares
- Assist METE to dispose the legal, financial, economical issues, indicated after the privatization of 76% stake of the shares.

The Consultant's services are expected to be performed within four months.

E. Technical proposal

The Consultant is expected to be an internationally reputable consulting company or a consortium of consulting companies having a relevant work experience in the corporate advisory, business valuation and telecommunications sector.

In order to determine the capability and experience of interested companies, the information submitted should include the following:

- e) company name, address, profile, organization and staffing;
- f) details of the company's Albanian offices or presence in Albania, if any;
- g) details of experience of similar assignments undertaken in the previous 5 (five) years, including their locations and focusing on the company's role in similar other Eastern European countries;
- h) CV's of staff that could be available to work on the assignment.

In case of consortiums between two or more companies, the information under a) to d) above must be provided with respect to all the companies and the consortium leader must be clearly identified.

F. Financial proposal

Financial proposal will be presented in a separate envelope, signed in a visible place. It should include a fixed fee for the entire assignment.

The maximum budget available for the performance of the services is 25 million leke , exclusive of VAT. For the avoidance of doubt the maximum budget available also excludes the expenses related to execution of the privatization process, such as advertising. These expenses will be covered by METE.

Any Prospective Bidder, has to declare that, is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to participate in the Project.

G. Consultation

In order to receive the first information and preliminary knowledge about the transaction and local conditions, it is advisable that the representatives of consulting companies visit Albania.

Arrangements of their visits will be through contact with the General Department of the Commercial Services at the following address:

Republic of Albania
Ministry of Economy, Trade and Energy
General Department of the Commercial Services
Engjell Qorlaze- Privatization Directory

E-mail : egorlaze@mete.gov.al

Tel: +++355 42 228467/74304

Annex 18

REQUIREMENTS FOR KEY PERSONNEL

- The personnel members that shall directly deal with the implementation of this service must have not less than 5 years job experience.
 - The personnel that shall directly deal with the implementation of this service must consist of persons graduated in economics, jurisprudence and telecommunications;
 - The Contractor must present the list of the personnel to directly deal with the implementation of the consultancy service, by submitting a CV with a photograph enclosed.
 - The personnel that shall directly deal with the implementation of this service must have experts with experience :
 - In assisting the privatization procedures, including the area of legal and financial expertise;
 - In evaluating businesses, particularly in the sector of telecommunications;
 - In the international market of telecommunications in general .
- The Contractor needs a preliminary written approval by the Contracting Authority before the dismissal or the replacement of the key personnel.
- The contractor shall replace any employee if the Contracting Authority discovers that the person has carried out illegal actions or is in contravention to the requirements of the Public Purchaser set out in the tender documents or the Contracting Authority is not satisfied from the job of the person.
- If the substitute of any of the key personnel is deemed necessary, the Contractor shall provide as a substitute a person with equivalent or better qualifications.

Annex 19

DECLARATION
On the conflict of interest

Of the economical operator participant in the public procurement procedure, held on date _____ from Contractor Authority _____ with object _____ with limit found _____.

The conflict of interest is the situation of the conflict between public task and the private interests of the official, wherein he has direct or indirect private interests, that affect, can affect or it seems as if affect in the performance of its public tasks and responsibilities by the inofficious way.

Në zbatim të nenit 21 pika 1 e ligjit nr. 9367, datë 7.4.2005, kategoritë e zyrtarëve përcaktuar në Kreun III, Seksioni II, që iu ndalohet në mënyrë absolute të përfitojnë në mënyrë të drejtpërdrejtë ose të tërthortë nga lidhja e kontratave me një palë një institucion publik janë:

- Presidenti i Republikës, Kryeministri, zvkryeministri, ministrat, ose zvministrat, Deputetet, Gjyqtarët e Gjykatës Kushtetuese, Gjyqtarët e Gjykatës së Lartë, Kryetari i Kontrollit të Lartë të Shtetit, Prokurori i Përgjithshëm, Avokati i Popullit, Anëtari i Komisionit Qendror të Zgjedhjeve, Anëtari i Këshillit të Lartë të Drejtësisë, ose Inspektori i Përgjithshëm i Inspektoratit të Lartë të Deklarimit dhe Kontrollit të Pasurive, Anëtarët e Enteve Rregullatore, (Këshilli i Mbikqyrjes i Bankës së Shqipërisë, përfshirë Guvernatorin dhe Zv/Guvernatorin; të konkurrencës, telekomunikacionit; energjisë; furnizimit me ujë; të sigurimeve; letrave me vlerë; mediave), Sekretarët e Përgjithshëm të institucioneve qendrore si dhe çdo zyrtar tjetër, në çdo institucion publik, që është të paktën i barazvlefshëm për nga pozicioni me drejtorët e përgjithshëm.

Kur zyrtari është në funksionin e kryetarit a të nënkryetarit të bashkisë, komunës ose të këshillit të qarkut, të anëtarit të këshillit përkatës ose është zyrtar i nivelit të lartë drejtues të një njësie të qeverisjes vendore, ndalimi për shkak të interesave privatë të zyrtarit, të përcaktuara në këtë pikë, zbatohet vetëm në lidhjen e kontratave, sipas rastit, me bashkinë, komunën ose këshillin e qarkut, ku zyrtari ushtron këto funksione. Ky ndalim zbatohet edhe kur palë në kontratë është një institucion publik, në varësi të kësaj njësie (neni 21 pika 2 e ligjit nr.9367, datë 7.4.2005).

Ndalimet e përcaktuara në nenin 21 pika 1,2 te ligjit nr. 9367, datë 7.4.2005, me përjashtimet përkatëse, zbatohen në të njëjtën masë edhe për personat e lidhur me zyrtarin që në kuptim

të këtij ligji janë **bashkëshorti/ja, fëmijë madhorë apo prindërit e zyrtarit dhe të bashkëshortit/es.**

I signatory _____, by the quality of the representative of the juristic person declare under my personal responsibility that:

I am in the known of the requests and disallowances defined in the law no.9367, dated 7.4.2005 "On the prevention of the conflicts of interest in the exercising of the public functions", as amended, as well as of the sub legal acts for its implementation, issued from the High Inspectorate of the Ownerships Declaration and Control and the law no.9643, dated 20.11.2006 "On the public procurement", as amended

In accord with them, I declare that none official defined in **chapter III, Section II** of the law no.9367, dated 7.4.2005 and in this declaration, don't possess private interests with juristic person that I represent, by the direct or indirect way.

Date of the delivery of the declaration _____

Name, Surname, Signature
