



REPUBLIC OF ALBANIA

STANDARD DOCUMENTS FOR THE PUBLIC AUCTION

Subject:

CRUDE OIL SALE

Quantity: 101,400 tons

Table of Contents

1. AUCTION ANNOUNCEMENT	
2. 2. INSTRUCTIONS FOR CONDUCTING THE AUCTION.....	
3. INSTRUCTIONS FOR CANDIDATE BUYERS.....	
4. PARTICIPATION AND QUALIFICATION.....	
5. EVALUATION OF BIDS AND CONDUCT OF THE AUCTION.....	
6. APPEAL PROCEDURE.....	
7. CONTRACT SIGNING.....	
8. APPENDICES.....	

APPENDIX 1

AUCTION ANNOUNCEMENT

1. **Selling Authority:** "Albpetrol" Sha, Fier – Patos Road km 7.
2. **Auction date:** 08.10.2026, 11:00 AM.
3. **Type of auction procedure:** "Open procedure"
4. **Object of Sale:** Sale of crude oil in the amount of 101,400 tons.
5. **Deadline for evacuation:** 12 (twelvemonths) from the start date of evacuation.
6. **Brief description of the object of sale:** Sale of crude oil, quantity 101,400 tons.
7. **Starting value:**

Under FOB terms

The minimum starting price per unit is:

77.51% of the Brent Price + K

At the delivery points:

The minimum starting price per unit is:

77.51% of the Brent Price – 4.448 USD/bbl + K

- ✓ 77.51% is the coefficient representing the average characteristics of diesel (specific gravity, % sulfur).
- ✓ Brent is the Brent price in USD/bbl of Platts, published in the Public Procurement Bulletin.
- ✓ 4,448 USD/bbl total average cost (transportation, storage, stockpiling, product analysis, insurance).
- ✓ K is the USD/bbl value offered by the bidder above the minimum sale price calculated by the formula (K>0).

8. **Crude oil location: Albpetrol sha:** At delivery points Zharrëz Station, Usojë Station, Visokë Station, Gorisht Station, Kuçovë Station, Amonicë Station.
9. **Place of the auction:** Ministry of Infrastructure and Energy, "Abdi Toptani" Street No. 1, 1st Floor, Meeting Room, Tirana.
10. **Deadline for submitting participation requests:** Ministry of Infrastructure and Energy, date 08.10.2026, 11:00 AM.
11. **Bid opening date:** 08.10.2026, 11:00 AM, Ministry of Infrastructure and Energy, Abdi Toptani Street No. 1, 1st Floor, Meeting Room, Tirana.
12. **Information about the auction documents:**

Auction documents can be collected from the selling authority by submitting a written request or on the official website of "Albpetrol" sha www.albpetrol.al and on the website of the Ministry of Infrastructure and Energy: www.infrastruktura.gov.al.

Documents for payment:

Yes

☐

No

X

13. The standard auction documents consist of:

- Notification form;
- Request for participation;
- Offer form;
- Price form;
- Invitation to tender;
- Winner notification form;
- Winner notification publication form;
- Minutes of the Bid Evaluation Commission.

- 14.** The participation request, documents, and requested information must be submitted by candidate buyers in physical copies, by mail or in person, before the date and time of the auction, at the location specified in the auction documents.

APPENDIX 2

INVITATION TO TENDER

Seksioni I selling authority

I.1 Name and address of the Selling Authority

Name Albpetrol sh.a
Address "29 Marsi" neighborhood Patos, Headquarters, Fier – Patos Road, km 7.
Tel/Fax 03813662 / 034 704 415
Internet Address www.albpetrol.al

I.2 Name and address of the responsible person:

Name
Address "29 Marsi" neighborhood Patos, Headquarters, Fier – Patos Road, km 7
Tel/Fax _____
E-mail _____

I.3 Type of selling authority and main activity or activities:

Central institution	An independent institution
☐	☐
Local government units	Other
☐	X
Commercial company	State enterprise
☐	☐

Seksioni II Subject of the public auction

II.1 The sale

objects	Services	goods
☐	☐	X

II.2 Brief description of the object of sale: Crude oil sales in the quantity 101,400 ton.

Under FOB terms

The minimum starting price per unit is:
77.51% of the Brent Price + K

At the delivery points:

The minimum starting price per unit is:

77. 51% of the Brent Price – 4.448 USD/bbl + K

- ✓ 77.51% is the coefficient representing the average characteristics of diesel (specific gravity, % sulfur).
- ✓ Brent is the Brent price in USD/bbl of Platts, published in the Public Procurement Bulletin.
- ✓ 4,448 USD/bbl total average cost (transportation, storage, stockpiling, product analysis, insurance).
- ✓ K is the USD/bbl value offered by the bidder above the minimum sale price calculated by the formula ($K > 0$).
- ✓ Payment by the winning bidder for the contracted quantity will be made according to the delivery schedule agreed upon between the parties, by bank transfer in CASH, before the start of the delivery of each quantity.

II.4 Location of the property for sale:

Crude oil location: Albpetrol sha: At delivery points Zharrëz Station, Usoje Station, Visoke Station, Gorisht Station, Kuçovë Station, Amonicë Station.

II.5 Division into LOT:

Yes ☐ No ☒

If so,

II.6 A brief description of the tears

(The initial quantity or target and value of the LOTS)

1. _____
2. _____
3. _____

Seksioni III Legal, economic, financial, and technical information

III.2 Bid Security:

The requested value of the bid security is 2 % of the total value (offered price x quantity).

- For the purpose of calculating the bid security value, the bidder should base their decision on the latest Brent price published on the APP website before the auction takes place.
- For the purpose of calculating the value of the bid security, the exchange rate must be the one fixed by the Bank of Albania on the day the auction announcement is published, i.e., **30.09.2026**, and must be maintained at that exchange rate until the expiration of the bid validity period.
- The average conversion coefficient per ton to barrel is: 6.419 bbl/ton. This coefficient will serve to calculate the value of the bid security.

Procedure

IV.1 Type of procedure:

Open	With buyer selection	Negotiated
X	☐	☐

IV.2 Criteria for selecting the winner:

A) price higher referring to the coefficient (K) **X**

Further information in the public auction documents

IV.3 Deadline for submitting bids or requests to participate:

Date: 08.10.2026 (dd/mm/yyyy) Time: 11:00

Location: In the protocol office of the Ministry of Infrastructure and Energy, first floor, Abdi Toptani Street no.1, Tirana.

IV.4 Deadline for opening bids or requests to participate:

Date: 08.10.2026 (dd/mm/yyyy) Time: 11:00

Location: Ministry of Infrastructure and Energy, Abdi Toptani Street no.1, Tirana, meeting room, 1st floor, in the presence of the Auction Commission.

IV.5 Offer validity period: 150 days *(expressed in days)*

IV.6 Language(s) for drafting offers or requests to participate:

Albanian	X	English	X
Other	_____		

Seksioni IV Additional information

V.1 Documents for payment:

Yes	☐	No	X
-----	--------------------------	----	----------

if yes

Currency	_____	Price	_____
----------	-------	-------	-------

V.3 Previous publications related to the same sales object *(if applicable):*

Public Notices Bulletin	Date	_____	The number	_____
-------------------------	------	-------	---------------	-------

V.4 Additional information (location, office, methods for collecting auction documents)

The place for submitting documents is the Ministry of Infrastructure and Energy, in the protocol office, first floor, Abdi Toptani Street, no. 1, Tirana.

Documents can be collected at "Albpetrol" sh.a at the address Rruga Fier-Patos, km-7, by submitting a written request, or on the website of "Albpetrol" sh.a. www.albpetrol.al, or on the website of the Ministry of Infrastructure and Energy at address www.infrastruktura.gov.al.

Date of distribution of this announcement: 30.09.2026

2. INSTRUCTIONS FOR CONDUCTING THE AUCTION

2.1 The sale procedure will be carried out in accordance with Order no. 83, dated 10.02.2012, of the Minister of Economy, Trade and Energy, as amended, and with these Public Auction Documents. Hereafter, in these documents, where the word "Auction" is written, it shall be understood as "The procedure for the sale of crude oil."

2.2 Each Candidate buyer is invited to submit an offer. The offer with the highest price will serve as the starting value for the start of the auction. The sales contract will be awarded to the Candidate buyer who offers the highest price during the public auction procedure.

2.3 1. The selling authority is allowed to cancel the auction at any time for reasons of public interest, respecting the principles of equality and transparency. The selling authority is under no circumstances obliged to announce the winner of an auction.

2. The selling authority bears no responsibility towards the bidders who have submitted the offer, for the decision made based on point 1 of this article.

1. The selling authority, in accordance with Article 10 of this law, communicates to all buyer candidates or bidders the decision and reasons not to continue the auction within 5 days from the receipt of the decision.

2. The selling authority publishes the notice of cancellation of the auction within 10 days from the receipt of the cancellation decision.

3. All interested parties who have submitted an offer or participated in the procedure will be notified of the decision made and the reasons for canceling the Public auction procedure within 5 days from the receipt of this decision.

4. The selling authority, at any time before the deadline for submitting auction offers and for any reason, on its own initiative or upon request for clarification from a candidate, may make changes to the auction documents by drafting an annex. Each annex is immediately communicated to all buyer candidates who have withdrawn the auction documents and becomes binding for them. The annex is also made available electronically. In any case, the selling authority extends the deadline for submitting the offer by at least 5 days.

2.4 The terms used in the Public Auction Documents have the following meanings:

"Authorized person(s)" - person(s) authorized by the Selling Authority to act on its behalf and person(s) authorized by Special Power of Attorney, written authorization, or other legal means to act on behalf of the Bidder.

"Selling Authority" – Albpetrol sh.a

"LAP" - Law no. 9874, dated 14.02.2002, "On Public Auction".

"Public Auction Procedure" – a procedure carried out by the selling Authority, based on this Auction Documentation.

"Public Auction Rules" – The subordinate acts issued in implementation of the LAP, which include, among others, the Public Auction Rules, approved by the Council of Ministers with Council of Ministers Decision no. 1719, dated 17.12.2008, Order no. 83, dated 10.02.2012 of the Minister of Economy, Trade and Energy, as amended.

"Buyer candidates" are all natural or legal persons who wish to participate with their offer in the public sale procedure through a public auction.

"Bidder" – any economic operator who has submitted an offer, in accordance with the DA.

"DA" – this Auction Documentation.

INSTRUCTIONS FOR PROSPECTIVE BUYERS

Ways of communicating with bidders

- 3.1 All communication and exchange of information (correspondence) between the Selling Authority and Buyer Candidates must be done in writing, as specified in Article 11 of the LAP.
- 3.2 In particular, communication and exchange of information are carried out through (e.g., mail, fax, electronic means (to the internet address mentioned in section 2 of the DA). Correspondence will be considered delivered in a timely manner if its content, in writing, according to Article 11 of the LAP, has reached the Selling Authority before the expiration of the time limit.

Proposal drafting

- 3.3 Purchasing candidates are required to prepare offers in accordance with the requirements specified in these DAs. Offers not prepared in accordance with these DAs will be rejected as inadmissible.
- 3.4 Buyer candidates bear the costs associated with preparing and submitting their offer. The selling authority is not responsible for these costs.
- 3.5 The offer and all documents and correspondence related to the offer, exchanged between the Buying Candidate and the Selling Authority, must be prepared in Albanian and/or (if applicable). Supporting materials and printed literature submitted by the Bidder may also be written in another language widely used in international trade, provided that these documents are accompanied by a proper translation into the language of the offer of the relevant fragments.
- 3.6 *(option).*
A clarifying meeting will be organized at (dd/mm/yy) so that Candidate buyers can familiarize themselves with the DA and its requirements. Participation is optional, but the interested Candidate Buyer must confirm in writing in advance their intention to participate in this visit. During the meeting, additional information and explanations will be provided, which will be distributed to all Candidate buyers. All costs for Candidate buyers related to the meeting must be covered by them.

To arrange the meeting, please contact: (specify the contact person)

- 3.7 The original offer must be printed or written in ink that is indelible. All offer sheets must be linked together and numbered. All offer sheets, except for unaltered printed literature, must be initialed or signed by the authorized Person(s).
In the case of bids submitted by a consortium of economic operators, the offer must be accompanied by a Written Power of Attorney/authorization for the Authorized Persons who will represent the consortium during the auction procedure (the Power of Attorney may also include authorization to sign a contract).
- 3.8 **The offer must include the following documents:**

- a) The Offer Form, in accordance with the attached model as Annex 3 in the DA.
- b) Documents and certifications mentioned in Section 4 of the DA.

A buyer candidate must submit only one offer.

The secrecy

- 3.9 The selling authority must not disclose information received from buyer candidates or bidders labeled as confidential. This type of information particularly includes technical aspects, trade secrets, and confidential offer information.
- 3.10 Candidate buyers must submit only the original offer placed in a non-transparent, sealed, stamped, and signed envelope with the name and address of the Bidder and marked: "Offer for the purchase of **101,400 crude oil ton**".
"DO NOT OPEN IT, EXCEPT IN CASES WHERE THE AUCTION COMMISSION IS PRESENT, AND NOT BEFORE 08.10.2026 at 11:00."

Price calculation

- 3.11 The purchasing candidate must complete the Offer Form attached to these DAs, specifying a detailed list of prices that make up the full price.
- 3.12 All prices must be quoted in Albanian Currency (Lek), including applicable taxes, but excluding VAT. If prices are quoted in a foreign currency, then they must be converted into Albanian Lek and the exchange rate must be the one fixed by the Bank of Albania on the day the contract notice is published and must be maintained at that exchange rate until the expiration of the offer validity period.
- 3.13 The bidder must indicate in the Price Program the total offer prices excluding VAT. The VAT amount, when applied, is added to the given price and constitutes the total value of the offer.
- 3.14 The prices given by the Bidder must be fixed throughout the execution of the contract and must not be subject to any change in any aspect. An offer submitted with a variable price that does not comply with this paragraph will be rejected by the Contracting Authority as unacceptable.

Deadline and place for submitting offers

- 3.15 Offers must be submitted to the following address:

Ministry of Infrastructure and Energy, near the Protocol Office, first floor.
Address: "Abdi Toptani" Street, no. 1, Tirana.

- 3.16 The deadline for submitting offers expires on **08.10.2026 at 11:00**.
Offers submitted after the deadline will be returned unopened to the respective buyer candidates.
In the case of electronic procurement, the deadline for submitting the offer expires at the time set by the contracting authority for the opening of the offers.

Date and place for bid opening

- 3.17 The public opening of bids will take place at the start of the public auction

on **08.10.2026 at 11:00, in the meeting hall of the Ministry of Infrastructure and Energy, 1st floor, "Abdi Toptani" Street, no. 1, Tirana.**

Bidders or their representatives **must be** present at the opening of offers. The information communicated during the public opening of bids must be is communicated to all Candidate Buyers present. The offer with the highest value will serve as the starting value for the start of the public auction procedure.

Securing the offer

3.18 For a Candidate buyer to participate in an auction procedure, it is required that submit the Bid Security, accompanied by the Bid Security Form.
The requested bid security value is 2% of the total value (offered price x quantity).

- For the purpose of calculating the value of the bid security, the bidder should base it on the Brent price published in the latest Bulletin before the auction.
- For the purpose of calculating the bid security value, the exchange rate must be that fixed by the Bank of Albania on the day the auction announcement is published, that is, **the date 30.09.2026** and must be kept at that exchange rate until the expiration of the offer validity period.
- The average conversion coefficient per ton per barrel is: 6.419 bbl/ton. This coefficient will serve to calculate the value of the bid security.

(OPTIONAL: if the Selling Authority divides the public auction object into Lots)
In cases of submitting bids for Lots, the bid security value for each Lot is as follows:

Lot 1 _____ lek

Lot 1 _____ lek

3.19 The Bid Security must be submitted together with the bid before the deadline for submitting bids. Failure to comply with the bid security requirements will result in the rejection of the offer.

3.20 The Bid Security can be submitted in one of the following forms:

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

The bid security form must be signed by the issuer (bank, insurance company, etc.) and submitted together with the bid before the bid opens; otherwise, the bid will be rejected.

3.21 The documents mentioned in points a – b) must remain valid throughout the entire validity period of the offer. The Contracting Authority returns the corresponding bid security to the bidders within 15 days from the signing of the contract.

Offer Validity Period

3.22 Offers must be valid for 150 (days) from the moment the deadline for submitting offers expires. The validity period of the offer begins from the moment the deadline for submitting offers expires.

4. PARTICIPATION AND QUALIFICATION

Qualification requirements and required certifications

- 4.1 In accordance with the LAP, Candidate buyers must meet the following conditions to qualify:
- a) the bid security form for the amount and validity required in the standard auction documents;
 - b) a certificate from the National Registration Center;
 - c) the registration certificate with the tax authority or the tax identification number (NIPT).
 - ç) in the case of natural persons, the original identification document, a copy of which is deposited with the auction commission

Union of buyer candidates

- 4.7 The offer may be submitted by a group of candidate buyers, one of whom represents the others during the procedure and, if selected, also during the execution of the contract.
- 4.8 Before submitting the offer, the group must be officially established through a notarized agreement, which specifies the group representative, the participation percentage, and the specific quantity of goods for each member, as well as the authorization/power of attorney for representing the group members, both for submitting the offer and for signing the contract in case of winning announcement. The representative must also secure the offer, specifying participation as a consortium of economic operators.

5. EVALUATION OF BIDS AND CONDUCT OF THE AUCTION

The highest bid will serve as the starting value for conducting the auction procedure.

The criterion for determining the highest bid will be the value of the coefficient "K" offered in the auction

After declaring the initial auction value following the opening of bids, the auction commission **declares the bidding step** above the starting value of the coefficient "K" for the participants and directs the receipt of bids from the participants in the auction.

The value of the auction increment will be between 2-5% of the initial auction value and is set by the auction commission before the auction takes place.

At the conclusion, the auction report is drawn up.

The auction commission will announce as the winner the participant who offered the highest value in favor of the selling authority for the purchase of the announced item for sale.

Halt of negotiations

- 5.1 No negotiations will be conducted with the Bidder regarding their offer.
However, the Selling Authority may request the Bidder to clarify its offer without making any changes to its substance.

Correction of errors and removed parts

- 5.2 The Selling Authority corrects those errors in the offer that are merely arithmetic if the error is discovered during the review of the offers.
- 5.3 Errors in price calculation will be corrected by the Selling Authority, according to the following examples:

- in case there is a discrepancy between the amounts expressed in figures and those in question, then the amounts expressed in question shall prevail, except in cases where the amount in question is related to an arithmetic error,
 - except for contracts with large amounts, if there is a discrepancy between the unit price and the total value obtained by multiplying the unit price by the quantity, then the unit price will prevail, and consequently the total amount must be adjusted,
 - If there is an error in a total amount corresponding to the addition or subtraction of subtotals, then the subtotal will prevail and the total must be corrected. Amounts corrected in this way are binding on the bidder. If the bidder does not accept them, then their bid will be rejected.
- 5.4 The Selling Authority considers an offer acceptable if it meets the requirements set out in the contract notice and in the DA. Regardless of the above, the Selling Authority has the right to consider the offer acceptable if:
- (i) it contains any error or negligence that can be corrected without changing any condition or material aspect of this offer, or that do not affect competition, or
 - (ii) it contains only minor deviations that do not materially alter it or arise as a result of other characteristics, conditions, and requirements presented in the contract notice and auction documents; however, provided that any such change is measured as accurately as possible and duly taken into account during the evaluation and comparison of bids.
- 5.5 Whenever an offer is rejected or a bidder is disqualified, the selling authority informs the interested bidder of the reason(s) for disqualification or rejection. The notification form can be found in Annex 6 of the DA.

6. APPEAL PROCEDURE

- 6.1 Any bidder may request an administrative review of the auction process when they believe that a decision by the selling authority has been made in violation of this law or other applicable legal and sub-legal acts.
- 6.2. The complaint must be submitted in writing to the selling authority within 5 working days from the date the complainant became aware or should have been made aware of the alleged violation, according to this law.
- 6.3. Upon receiving the written complaint, the selling authority suspends the continuation of the auction procedure until the complaint has been fully reviewed, including issuing a decision before the expiration of the deadline specified in point 4 of this article.
- 6.4. The selling authority reviews the complaint and makes a reasoned decision within 5 days after receiving the complaint, which must be communicated to the complainant no later than the next working day.

NOTE: For appeal procedures, interested operators must comply with the provisions made in Order no. 83, dated 10.02.2012 "On the rules and procedures for the sale of hydrocarbon products", as amended.

According to Order no. 83, dated 10.02.2012 "On the rules and procedures for the sale of hydrocarbon products," as amended, the appeal is made to Albpetrol sha, and in case of disagreement with the decision of Albpetrol sha, the appellant addresses the competent court. An appeal to the court does not prevent the continuation of the procedures.

7. CONTRACT SIGNING

- 7.1 The winning bidder must appear to sign the contract within no more than 15 (fifteen) days from the receipt of the winner's notification.
- 7.2. The contract comes into effect when it is signed by the auction winner and the selling authority.

- 7.3. When the auction winner fails to sign the contract or does not provide the contract security, if such is required, the selling authority confiscates the bid security and selects the second-ranked bidder on the list of remaining bidders, provided that the difference between the first-ranked bid and the second-ranked bidder does not exceed the bid security value. This does not affect the selling authority's right to reject all remaining bids and to cancel the auction procedure.

Insurance for contract execution

(OPTION)

- 7.4 The Selling Authority requests insurance for the execution of the contract. The insurance amount for the execution of the contract will be 10% of the contract value. The Contract Insurance Form, which is attached as Annex 12 of DA, must be signed and submitted before signing the contract.
- 7.5 The contract execution guarantee can be submitted in one of the following forms:
- i. an unconditional bank guarantee,
 - ii. insurance guarantees,

Contract terms

- 7.7 The Selling Authority will sign with the Winner of the auction announced by the Auction Commission.

8. ADDITIVES

The following appendices are integral parts of the DA:

Appendix 1: Auction Notification Form
Appendix 2: Invitation to Tender Form
Appendix 3: Offer Form
Appendix 4 Bid Security Form
Annex 5: Criteria for participation, qualification, and evaluation of the offer
Appendix 6: Disqualification Notification Form
Appendix 7: Winner Notification Form
Appendix 8: Contract Insurance Form
Appendix 9: Complaint Form
Appendix 10: Technical Specifications
Appendix 11: Quantity and delivery schedule
Annex 12: General Conditions Goods – Open Auction
Annex 13: Special conditions

Appendix 3.

[*Header letter to the bidder*]

OFFER FORM

[Ref. ...]

Date]

To: [Name and address of the selling authority]

* * *

Auction procedure (if applicable): [file reference, specified according to the selling authority]

Brief description of the auction procedure [type of procedure and object]

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

* * *

Referring to the aforementioned procedure, we, the undersigned, declare that:

1. We have reviewed the auction documents for this procedure and accept, without reservations or exceptions, the requirements, deadlines, and conditions expressed in these documents;
2. We fulfill all the legal requirements set forth in the auction documents, and we prove this with certificates and documents submitted together with this declaration;
(in the case of restricted or negotiated procedures, for the qualification phase)
3. We express interest in participating in the procedure, in case of selection by the selling authority;
(in the case of an open auction/restricted procedure or negotiated procedure during the bidding phase and with the highest price criterion)
4. The total price of our offer is [currency and offer value]; excluding VAT;
5. The total price of our offer is [currency and offer value]; including VAT
(in the case of an open auction/restricted procedure or negotiated procedure during the bidding phase and with the criterion of the offer having greater economic advantages)
6. Our offer is valid for the period specified in the auction documents;
7. We have secured the bid as stipulated in the auction documents;
8. We authorize the selling authority to verify the information/documents attached to this offer.
9. I agree to sign the contract if I am declared the winner.

Representative of the bidder

Signature

seal

AUCTION BID PRICE FORM

Under FOB terms:

77.51% of the Brent Price + K

At Albpetrol sha's delivery points:

77.51% of the Brent Price – 4.448 USD/bbl + K

K = _____ without VAT

(with words)

Set the value **K** expressed in USD/bbl.

Representative of the bidder

Signature

seal

****This form must be completed and attached to the offer form***

Appendix 4.

[Header letter from the Bank / Insurance Company]

BID SECURITY FORM

[Ref. ...]

[Date]

To: [Name and address of the selling authority]

On behalf of: [Name and address of the bidder]

* * *

Auction procedure (if applicable): [File reference from the contracting authority]

Brief description of the auction procedure and its object: [type of procedure and object]

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

* * *

Referring to the aforementioned procedure,

We certify that [name of the insured bidder] has deposited a deposit at [name and address of the bank/insurance company] with an amount of [currency and value, expressed in words and figures] as a condition for securing the offer, submitted by the aforementioned buyer candidate.

We undertake to transfer the insured amount to the account of [name of the selling authority] within 15 (fifteen) days from your simple and first written request, without asking for explanations, provided that this request mentions the failure to meet one of the following conditions:

- The bidder has withdrawn or modified the offer after the final deadline for submitting offers or before the final deadline, if so specified in the auction documents;
- The bidder has refused to sign the purchase contract when the selling authority requests it;
- The bidder did not provide the contract security where the offer was declared the winner or did not fulfill any other condition before signing the contract specified in the auction documents.

This insurance is valid for the period specified in [contract notice or invitation to tender].

[Representative of the bank / insurance company]

Appendix 5

1. CRITERIA FOR PARTICIPATION, QUALIFICATION, AND BID EVALUATION

The selling authority qualifies any candidate or bidder in the auction procedures only when they submit:

- a) the bid security form for the amount and validity requested in the document standard auction entities;
- b) certification from the National Business Center;
- c) the registration certificate with the tax authority or the tax identification number (NIPT).

ç) in the case of natural persons, the original identification document, a copy of which is deposited with the auction commission

2. The selling authority, when requesting information about a bidder resident in a foreign country, may requests the cooperation of the relevant authorities.

Disqualification of bidders

1. The selling authority disqualifies at any time candidates or bidders who submit false data or a forged document, for qualification purposes, during an auction procedure. In this case, the selling authority requests the Public Procurement Agency to exclude from public auctions the bidder who has used this data or documents.
2. The selling authority disqualifies any candidate or bidder against whom a decision to exclude from the procedures has been made public auction, according to the relevant legislation.

The General Admission Criteria must not be changed by the selling authorities. These criteria must be verified through documents issued no earlier than three months before the date of the bid opening.

The foreign candidate/bidder must prove that they meet all the requirements listed above. If the aforementioned documents are not issued in their country of origin, then a written declaration is sufficient. If the language used in the procedure is Albanian, then the foreign language documents must be accompanied by a notarized translation into Albanian.

In cases of consortium of economic operators, each member of the group must submit the aforementioned documents.

2. SPECIAL QUALIFICATION CRITERIA

To prove that the Candidate Buyers are qualified, the bidder must submit:

2.1 Bidders/candidates who have collected documents directly from the selling authority, as well as those who have collected these documents electronically, are allowed to participate in the public auction, provided they are equipped and submit the following documents:

- a) **Concession license for processing** the hydrocarbon product crude oil in the domestic market or **the corresponding license for trading** this hydrocarbon product, obtained in Albania according to the provisions of Law no. 8450, dated 24.02.1999, "On the processing, transportation, and trade of oil, gas, and their by-products," as amended, when these products will be processed or traded in Albania.

Or

- b) The relevant license obtained in Albania according to the provisions of Law no. 8450, dated 24.02.1999, "On the processing, transportation, and trade of oil, gas, and their by-products," as amended, or in the company's country of origin, for the trade of the hydrocarbon crude oil product, when these products will be traded for export purposes.

*Presentation of the type license (0/A) for **the trade of the** hydrocarbon oil product; the submitted license must meet the minimum capacity requirement, in accordance with Council of Ministers Decision no. 970

dated 2.12.2015 *"On the determination of procedures and conditions for granting licenses for the trade of crude oil and its by-products,"* as amended.

2.2 The bidder must also submit the following documentation:

- a) Financial balance for the last three years or bank guarantee for the financial transaction to be carried out with the company "Albpetrol" sh.a. Patos;
- b) Historical extract and company registration extract from the National Registration Center;
- c) An unconditional bank guarantee to ensure the full repayment of outstanding obligations to "Albpetrol" Sh.A, when applicable (when the bidder has financial obligations towards the company "Albpetrol" sh.a).
- d) Document proving no financial obligations to tax authorities and social security contributions;
- e) Certification from the bailiff, prosecutor's office, and court regarding the company's activity;
- f) A declaration that the subject agrees with the technical specifications of crude oil and the delivery schedule, which are part of these documents.
- g) Previous similar purchases (purchases of hydrocarbon products), in quantities not less than 40,000 tons, made during the last three years of the bidder's activity.

For this, the bidder must submit certificates issued by a public entity confirming the successful fulfillment of the contract together with the contract, indicating the values, the contract completion deadline, or tax invoices completed according to the legislation in force, and declared to the tax authorities, specifying the dates, amounts, and quantities of goods purchased.

NOTE:

- The criterion for determining the highest bid will be the value of the coefficient "K" offered in the auction.

All documents must be originals or notarized copies thereof. Failure to submit a document, or failure to submit false or inaccurate documents, are considered grounds for disqualification.

STANDARD NOTICE FOR THE DISQUALIFIED BIDDER¹

[place and date]

[name and address of the contracting authority]

[Bidder's address]

Dear Sir/Ms. <contact name>

Thank you for participating in the aforementioned public auction procedure. The procedure carried out in accordance with the Public Procurement Law, no. 9874 dated 14.02.2008, known as the LAP".

Your offer was carefully evaluated according to the conditions and requirements specified in the contract notice and in the offer file. I regret to inform you that you [disqualified] [eliminated, because the offer you submitted was rejected for the following reason(s) *[tick the correct box]*:

[your subject] [your executive director]

- ☐ participated in the preparation of the contract notice, or the auction file, or parts thereof, which were used by the contracting authority
- ☐ received unlawful assistance in preparing the contract notice or the auction file, or a part thereof

[your subject]

- ☐ Has been judged by a court having competent jurisdiction to have committed a criminal or civil offense involving corrupt practices, money laundering, criminal organization, or activities described in Article 15 of the LAP, in the laws or regulations applicable in Albania, or under international agreements and conventions;
- ☐ A court with competent jurisdiction has ruled that an act of fraud or an act equivalent to fraud has been committed;
- ☐ He has been convicted by a court with competent jurisdiction for professional misconduct;
- ☐ He is under criminal investigation for one of the criminal offenses described in Article 15 of the LPP;
- ☐ has gone bankrupt, the activity has been taken under the court's administration,
- ☐ is under the bankruptcy declaration procedure, according to a compulsory liquidation order or administration by the court, or according to an agreement with creditors, or according to similar procedures;
- ☐ has been convicted by a final decision for violations related to professional conduct;

¹ This notice is addressed to bidders i) who have been disqualified based on Articles 45, 46, and 47 of the Public Procurement Law; ii) whose offer has been rejected because they failed to meet the requirement for securing the offer.

- ☐ has not paid social security contributions, in accordance with Albanian Law and the provisions in force in the country of origin;
- ☐ has not fulfilled the obligations related to the payment of taxes, in accordance with Albanian Law or the provisions in force in the country of origin;

You failed to submit:

- ☐ The required certificates or attestations showing that you do not meet the conditions of Article 45 of the Public Procurement Law,
- ☐ A certificate, document, or other sufficient attestations required by the selling authority according to Article 46 of the Public Procurement Law (LPP) and (*relevant sections of the DT*), in order to verify your professional suitability;
- ☐ The Contracting Authority has determined that you have submitted documents containing false information or forged documents, for the purpose of qualification;
- ☐ Your offer [does not meet requirements] [is irregular] [is abnormally low];
- ☐ You failed to meet the requirements for securing the offer;
- ☐ (any other cause besides those mentioned above)

THE JUSTIFICATION

[You are disqualified] [Your offer was rejected] for the following reasons:

[Provide detailed reasons for disqualification or rejection of the offer in question]

If you believe that the Selling Authority has violated the LAP or RAP during the public auction procedure, then you have the right to initiate a review procedure as provided in Chapter VII of the LAP and Section 6 of the DT.

Although we could not cooperate in this case, I believe you will continue to be interested in our public auction sales initiatives.

Respectfully,
< **Name** >

[Selling Authority]
WINNER NOTIFICATION FORM

[Ref. ...]

[Date]

Regarding: *[Name and address of the winning bidder]*

* * *

Auction procedure: *[File reference from the contracting authority]*

Brief description of the auction procedure and its object: *[Quantity or purpose and duration of the contract]*

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

We inform that the following bidders participated in the procedure with the respective offered values:

1. _____
Full name of the company *NIPT number*
Value _____
(with numbers and words)

2. _____
Full name of the company *NIPT number*
Value _____
(with numbers and words)

Etj. _____

The following bidders have been disqualified:

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

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

Specifically, for the following reasons:

* * *

Referring to the aforementioned procedure, we inform [*name and address of the winning bidder*] that the submitted offer, with a total value of *[the respective amount expressed in question and figure]*, has been identified as the successful offer.

Consequently, you are requested to submit to Albpetrol sha, Fier – Patos road km 7, the contract security in the amount of *[respective value expressed in words and figures]* Lek, amounting to 10% of the calculated contract value, as provided in the auction documents, and to sign the contract within 15 (fifteen) days from the date of receipt of this notification.

If you do not agree with this request, or withdraw from signing the contract, your bid security will be confiscated and the contract will be awarded to the next bidder in the final ranking, whose offer was submitted with a total value of *[the respective value expressed in words and figures]*, as provided in Article 58 of the Public Procurement Law no. 9643 dated 20.11.2006

The Classification announcement was made on _____

Complaint: there is or jo _____
(if any) received a response on _____

* * *

[Head of the contracting authority]

[Header letter from the Bank / Insurance Company]

CONTRACT INSURANCE FORM

[Ref. ...]

[Date]

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

On behalf of: *[Name and address of the bidder]*

* * *

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

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

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

* * *

Referring to the aforementioned procedure, and provided that *[name of the designated winning bidder]* has been awarded the contract,

We certify that *[name of the designated winning bidder]* has deposited a deposit at *[name and address of the bank/insurance company]* in an amount of *[currency and value, expressed in words and figures]* as a condition for securing the execution of the contract, which will be signed with *[name of the contracting authority]*

We undertake to transfer the insured amount to the account of *[name of the contracting authority]* within 15 (fifteen) days from your simple and first written request, without asking for explanations, provided that this request mentions the non-fulfillment of the contract terms.

This insurance is valid until the full implementation of the contract.

[Representative of the bank / insurance company]

Appendix 9

COMPLAINT FORM FOR THE PUBLIC AUCTION

Complaint addressed to: **Selling Authority** ☐

Complaint addressed to: Public Procurement Agency ☐

(Check one of the boxes)

Section I. Identification of the Applicant

The complainant may be a bidder or a potential bidder (e.g., as an individual, in partnership, in cooperation, in a union of companies).

Full name of the complainant (please print it)

Address

The City

The state

Postal code/Zip code

Phone number (including the area prefix)

Fax number (including the area prefix)

Email

Name and position of the authorized official completing the complaint (please press it)

Signature of the authorized official

Date (year/month/day)

Phone number (including area prefix)

Fax number (including the area prefix)

Section II. Information about the Procedure

1. identification number

*Fill in the reference number specified in the auction documents, including the **type of procedure used** for the auction in question (e.g., Request for Proposals (PC), Open Procedure (PH), Restricted Procedure (PK), Negotiated Procedure (PN), Consultancy Service (SC), Design Competition (PC)).*

2. Selling Authority

Name of the selling authority managing the public auction process

3. The value announced at the Auction

(amount expressed in figures and words)

4. Object of the Auction

A brief description of the objects/goods/services being sold.

5. Deadline for Submitting the Offer

The final deadline for submitting offers.

Date (year/month/day)

6. Winner announcement date

Date (year/month/day) if applied

Section III. Description of the complaint

1. Legal Basis of the Complaint

(write the legal violation, based on decisions, acts, documents, etc.)

2. Detailed Statement of Facts and Arguments

Provide a detailed statement of facts and arguments supporting your complaint. For any reason for the complaint, specify the date on which you became aware of the facts related to the grounds of the complaint. Also mention the relevant sections of the tender documents, if applicable. Use additional pages if necessary.

Section IV. Preliminary Objection to the Contracting Authority

An objection is a complaint addressed directly to the selling authority. Attach a written copy of every complaint, including the response, if any.

1. **Have you made any such objections? If yes, then specify the method of objection (e.g., in writing, by fax, etc.).**

Yes ☐ No ☐

2. **Selling Authority To Which the Objection Has Been Filed**

Name of the selling authority.

The name and position of the official against whom the objection was made.

3. **Nature of the Required Corrective Measure**

What corrective measure are you seeking?

4. **Appendix List**

*For a complaint to be considered filed, it must be complete. Attach a readable copy of all documents related to your complaint and a list of all these documents. Documents should normally include **any published notice, all auction documents, with all amendments and annexes, your proposal; all correspondence and any written information related to an objection you have filed.** Determine which of the pieces of information is confidential, if any. Explain why the information is so, or submit a version of the relevant documents with the confidential parts removed and a summary of the content.*

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

A copy of this complaint must be sent simultaneously to the selling authority.

Fax No.:

E-mail:

Signature and seal of the appellant

Appendix 10

TECHNICAL SPECIFICATIONS

Technical specifications of crude oil for the auction in the quantity of 101,400 tons

No.	Designation	Unit	Min.		Max
1	Density at 15 °C	gr/cm3	0.904	until	1.021
2	sulfur	% weight	4.08	until	6.4
3	Oil viscosity at 20 °C	cpz	80	until	6000
4	Potential	% weight	26.37	until	60.81
5	Mechanical waste	% weight	0.01	until	0.5
6	Salt content	mg/kg	140	until	1000
7	vanad	ppm	130	until	360
8	nickel	% weight	35	until	90
9	Bound water	% by volume			Max 3

Note:

Due to the impossibility of removing water and mechanical waste, these are removed by formula calculation, from the gross quantity in each quantity to be sold.

To convert the price from \$/bbl to \$/m3, at a temperature of 15.5°C (60° F), the ratio 1m3 = 6.289 bbl will be used since 1bbl=158.987 liters.

For converting the price from \$/bbl to \$/ton, the conversion coefficient will be used, which will be calculated as the ratio of the average sales density.

$$Y=1/(0.158987 * \text{density } 15.5^{\circ}\text{C})$$

Y is the number of barrels found in 1 (one) ton of oil

0.158987 - is the volume in m³ of a barrel at a temperature of 15.5 °C or 60 °F

density 15.5 °C - is the net density calculated for the oil sold.

I agree with the technical specifications, the condition of crude oil, as well as the locations where it is stored.

Representative of the bidder

Signature

seal

Appendix 11

QUANTITY AND DELIVERY SCHEDULE

Quantity of goods sold: **101,400 (one hundred one thousand four hundred) tons of crude oil.**

Evacuation deadlines: **12 (twelve) months from the start date of evacuation.**

Delivery schedule:

No.	Delivery chart	Quantity/ton
1	Month 1	8,450 tons
2	Month 2	8,450 tons
3	Month 3	8,450 tons
4	Month 4	8,450 tons
5	Month 5	8,450 tons
6	Month 6	8,450 tons
7	Month 7	8,450 tons
8	Month 8	8,450 tons
9	Month 9	8,450 tons
10	Month 10	8,450 tons
11	Month 11	8,450 tons
12	Month 12	8,450 tons

I agree with the quantities and the delivery timeline.

Representative of the bidder

Signature

seal

GENERAL CONDITIONS
Goods – Open Auction

Article 1: Purpose

- 1.1 These general terms and conditions of the contract (KPK) will apply to the purchase/sale of Goods/objects through an open auction.
- 1.2 The Law on Public Auction in the Republic of Albania stipulates that the provisions of the Albanian Civil Code will apply to public auction contracts. Some provisions of the Civil Code have been reiterated in the KPK with the aim of increasing the transparency of contract terms. However, citing some provisions here in no way negates the application of other provisions of the Civil Code to this contract.
- 1.3 Similarly, some provisions of the Public Auction Law have been reiterated in the KPK with the aim of increasing the transparency of the law regulating public auctions. However, citing some provisions here in no way negates the application of other provisions of the Public Auction Law regarding the rights, duties, and obligations of the parties.
- 1.4 The KPK will be applied to the extent that it does not disregard the conditions or provisions presented in other parts of the contract.
- 1.5 The contract terms also include the Special Contract Conditions (KVK). In case of a conflict between the KPK and the KVK, the KVK will prevail over the KPK.

Article 2: Definitions

- 2.1 "contract" means the written agreement concluded between the Selling Authority and the winning bidder, consisting of the auction documents including the KPK and KVK, all attachments and completed forms, and all other documents included in the reference of each document.
- 2.2 "contract price" means the price paid to the selling authority under the contract for the full and precise fulfillment of its contractual obligations.
- 2.3 "Incoterms" means international trade terms that constitute the rules for interpreting trade terms that determine the distribution of functions, costs, and risks associated with the transfer of Goods from the selling Authority to the winning bidder.
- 2.4 "Delivery" means all activities and actions that enable the receipt of the Goods at the place of distribution as specified in the contract, such as packaging, transportation, insurance, tariffs, customs procedures, loading and unloading, installation, assembly, assembly, control of operations, and supervision of all these activities.
- 2.5 "Selling Authority" means the Contracting Authority that is part of this contract and, according to the provisions of this contract, sells the Goods. Wherever this term is used, it has the same meaning as defined by law.
- 2.6 "Winning bidder" means the natural or legal person who is a party to this contract and, according to the provisions of this contract, purchases the Goods.
- 2.7 "Party(ies)" means the signatories of the contract.

- 2.8 "Goods" means raw materials, products, machinery and equipment, objects in solid, liquid, or gaseous form.
- 2.9 "Services related thereto" means auxiliary or unforeseen services related to the supply of Goods, such as transportation, installation, maintenance, training, support services, or similar obligations related to the supply of Goods.
- 2.10 "subject of the contract" means all Goods and Services related to them that the selling Authority will provide under the terms of the contract.
- 2.11 "Technical Standards" means specifications approved by a specific standardization body for continuous or repeated implementation. Such standards are used as rules, regulations, or definitions of characteristics to ensure that the processed materials and services meet their intended purpose.

Article 3: Contract Drafting

- 3.1 The notification of the winning offer will serve to draft the contract between the parties, which must be signed within the deadline specified in the Auction Documents.
- 3.2 The existence of the contract will be confirmed by signing the contract document, embodying all agreements between the parties.

Article 4: Corrupt Practices, Conflict of Interest, and Control of Minutes

- 4.1 The Contracting Authority may request the court to declare the contract illegal if it discovers that the winning bidder has committed corrupt acts. Corrupt acts include the actions described in Article 26 of the Public Auction Law.
- 4.2 The winning bidder must not have any connection (current or past) with any consultant or any other entity involved in preparing the auction documents.
- 4.3 The winning bidder must allow the Selling Authority to inspect the accounts and records related to the implementation of the contract or to control them through controllers appointed by the Selling Authority.

Article 5: Confidential Information

- 5.1 The winning bidder and the selling Authority must keep confidential all documents, data, and other information provided by the other party related to the contract.

Article 6: intellectual property

- 6.1 Except in cases otherwise provided in the contract, all intellectual property rights secured by the Selling Authority during the execution of the contract shall belong to the winning bidder, who may exercise them at their discretion.
- 6.2 Except in cases otherwise provided in the contract, the selling Authority, after the contract ends, must submit to the winning bidder all reports and data such as maps, diagrams, sketches, specifications, plans, statistics, calculations, supporting registers, or materials acquired, collected, or prepared by the selling Authority during the execution of the contract. The contracting authority may keep copies

of these documents and data, but must not use them for purposes unrelated to the contract without prior written permission from the Contracting Authority.

- 6.3 The selling Authority must insure the winning Bidder from liability for violations of intellectual property rights that may arise from the production or distribution of the Goods under the contract.

Article 7: Origin of Goods

- 7.1 There are no restrictions on the nationality of the origin of the materials, except those that may be specified in a United Nations General Assembly Resolution.
- 7.2 For verification purposes, "origin" means the place where the materials were extracted or produced. Materials are produced when, through production, processing, or sufficient assembly of components, a new product known in the trade results that is significantly different in its basic characteristics or in purpose or use from its components.

Article 8: Purpose of Supply and Conformity of Goods with Specifications

- 8.1 The selling authority must deliver the goods with the quality, quantity, and type specified in the contract, as well as placed and packaged in the manner specified in the contract.
- 8.2 The Goods are not in conformity with the contract if they are not suitable for the specific use provided for in the contract. When it is not possible to determine this, it is stated that the Goods are not in conformity with the contract if they are not suitable for the use for which other items of the same kind usually serve.
- 8.3 If the sale is made based on a model or sample, the seller must deliver items that have the same qualities as the model or sample.

Article 9: Conformity of Goods with Technical Standards

- 9.1 The goods supplied under the contract must comply with the codes and Technical Standards provided in the technical specifications. If during the execution of the contract there are changes to the relevant codes or Technical Standards, these changes will only be applied after approval by the Contracting Authority.
- 9.2 Except in cases provided by any other provision of the contract, when no relevant Technical Standard is specified in the technical specifications, the Goods must comply with the current international Technical Standards. If no international Technical Standards exist, the Goods must comply with the relevant Albanian Technical Standards.
- 9.3 The Contractor shall not be liable for errors in drafting, data, drawing, or any other aspect of the technical specifications provided by the Contracting Authority, except where the error was so obvious that the Contractor should have seen and advised the Contracting Authority accordingly.
- 9.4 The seller is not responsible for property defects (Goods) of which the winning bidder was aware at the time of contract conclusion or was unaware due to their fault, except in cases where the defects relate to the quality of the goods specified in the contract or the representation of the seller's advertisement.

Article 10: Spare Parts

- 10.1 If the contract stipulates it, the Selling Authority must include with the Goods a quantity of spare parts, in accordance with the technical specifications and any relevant provisions of the contract.
- 10.2 Except where otherwise provided, spare parts will be delivered together with the Goods.
- 10.3 The selling authority must guarantee the availability of spare parts for a period specified in its offer and equal to the service life of the Goods.

Article 11: Packaging

- 11.1 The selling authority must deliver the goods placed and packaged in the manner specified in the contract.
- 11.2 Except as provided by any other article of the contract, it may be said that the Goods are not placed and packaged in accordance with the contract if they are not placed and packaged in the same manner as is usually done for items of the same kind or, if the usual manner is not available, in a manner appropriate for the storage and protection of the Goods.

Article 12: Testing and Inspections

- 12.1 The winning bidder must carry out all tests and inspections required by the contract provisions. The cost of these tests and inspections must be fully financed by the winning bidder within the contract price conditions
- 12.2 At its expense, the Selling Authority has the right to carry out tests and/or inspections.

Article 13: Delivery Conditions

- 13.1 The selling authority is obliged to carry out all activities and delivery actions except when the selling authority is specifically excluded from such an activity or act by any provision of the contract. If an Incoterm is used to describe the obligations of the parties, the term will have the meaning given by the latest edition of the *Incoterms* published by the International Chamber of Commerce.
- 13.2 The place of delivery of the Goods will be according to the contract specification.
- 13.3 The delivery time of the Goods and the completion date of the Services related to them shall be according to the specifications in the contract.
- 13.4 The delivery of goods must be made during working hours, except when this requirement conflicts with any provision of the contract.
- 13.5 The selling authority is obliged to give the winning bidder reasonable notice of delivery of the Goods before their arrival.

Article 14 Freight Transportation

Article 15: Insurance

- 15.1 Except when provided by another provision in the contract, the Selling Authority must ensure that the Goods to be delivered under the contract are fully insured against loss or damage during their transport, storage, or delivery.

Article 16: Inspection and Acceptance of Goods

- 16.1 Before acceptance, the winning bidder has the right to examine, inspect, and test the Goods. This activity must be carried out immediately after the delivery of the Goods. The selling authority has the right to participate in this activity and to review the activity reports prepared by the winning bidder or its agents.
- 16.2 The winning bidder must accept or reject the Goods immediately after delivery and must give the selling Authority written notice of its action to accept or reject the Goods.

Article 17: Guarantees

- 17.1 The seller is responsible for any defect or discrepancy that exists at the moment the risk passed to the Contracting Authority, even if the defect appears after that moment.
- 17.2 The Seller is responsible for any non-conformity verified after the moment indicated in the above paragraph that results from the failure to fulfill any obligation, including the guarantee that the Goods will be suitable for their normal and specific use for a certain period of time, or that they will retain certain qualities and characteristics.
- 17.3 Except when provided by another provision in the contract or by law, the winning bidder loses the right to contest defects in the item if they do not report them to the seller specifying their nature within ten days of discovery.
- 17.4 Upon receiving this notification, the Selling Authority must immediately repair or replace the defective goods or their parts free of charge for the winning bidder.

Article 18: Contract Price

- 18.1 The contract price must be the price offered in the winning bidder's offer and accepted by the Selling Authority.
- 18.2 Except as provided by another provision in the contract, the contract price includes costs and fees, including taxes and customs fees related to the delivery of the Goods, payments for transportation, insurance, installation, testing, loading, unloading, instructions, manuals, and documents in the specified and necessary language for regular use, maintenance, and repairs of the Goods. The price of taxes and fees must be determined according to the laws in force 28 days before the opening of the offers.

Article 19: Payment Terms

- 19.1 The contract price, including any advance payment, must be paid on time as specified in the contract.
- 19.2 Except when provided by another provision in the contract, payment must be made in Albanian currency. The exchange rate of the different currencies will be the Bank of Albania's rate fixed on the day the contract notice is published.
- 19.3 Except as provided by another provision in the contract, payment for the Goods shall be made within 30 calendar days from the day the Goods are received or from the date of receipt of the payment request, whichever is later.

19.4 The payment date will be the day the funds are credited to the Selling Authority's account.

Article 20: Delay in Payment

- 20.1 Compensation for damages caused as a result of late payment consists of the interest accrued from the date the debtor's delay begins, in the official currency of the country where the payment will be made. The interest rate is prescribed by law. At the end of each year, the accrued interest is added to the total amount on which it was calculated.
- 20.2 Legal interest is paid without obliging the creditor to prove any damage. If the creditor proves that they have suffered damage greater than the legal interest, the debtor must pay the remaining part of the damage.

Article 21: Changes to Laws and Regulations

- 21.1 If, after the date of signing the contract, any law, regulation, order, order, or procedure with the effect of law in the Republic of Albania enters into force, is issued, or changes and affects the conditions, including the delivery date or contract price, the terms or contract price shall be adjusted to the extent that the winning bidder is affected in fulfilling their obligations under the contract.

Article 22: major force

- 22.1 The winning bidder shall not be held liable for the loss of contract insurance, liquidated damages, or termination for non-fulfillment if and to the extent that the delay in execution or any other failure to fulfill its contractual obligations results from the occurrence of Force Majeure.
- 22.2 For the purposes of this article, "Force Majeure" means an event beyond the control of the winning bidder due to fault or negligence and unforeseeable. Such events may include, but are not limited to, actions of the selling Authority whether in its sovereign or contractual capacity, war or revolutions, fire, flood, earthquake, epidemics, quarantine restrictions, and transit embargoes.
- 22.3 If any Force Majeure situation occurs, the Contractor must immediately notify the selling Authority. Except when the Selling Authority issues different directives, the winning bidder must continue to fulfill its obligations under the contract to a practically reasonable extent and must seek all reasonable means for implementation that are not obstructed by the Force Majeure.

Article 23: Delay in Implementation and Extension of the Deadline

- 23.1 Unless otherwise provided, the winning bidder must begin implementing the contract immediately after its signing.
- 23.2 The selling authority will agree to an extension of the deadline in the event of Force Majeure.
- 23.3 The selling authority may also agree to an extension of the deadline under other circumstances if it is in the public interest to do so. If the winning bidder encounters conditions that hinder timely implementation, the winning bidder must notify the selling authority in writing of the delay, the cause, and the proposed date for handover. The selling authority must evaluate the request. If the selling authority agrees with the delay, the extension will take effect with a written amendment to the contract signed by both parties.

Article 24: Compensation for Delayed Delivery Claims

Note:

Based on the Order of the Ministry of Energy and Industry, no. 398 dated 30.11.2016 "On an amendment to no. 83, dated 10.02.2012 "On the rules and procedures for the sale of hydrocarbon products," as amended, penalties will be calculated as follows:

"If the Buyer does not pay the obligations within the deadlines specified in the contract, then the Seller has the right to claim default interest, which will be calculated according to the law on late payments of contractual obligations."

Article 25: Negotiations and Amendments

- 25.1 The parties will not negotiate changes or amendments to any element of the contract that would sufficiently alter the conditions forming the basis for selecting the winning bidder.
- 25.2 No other amendment or variation of the contract shall be valid unless it is written and dated, expressly referring to the contract and signed by an authorized representative of the winning bidder and the selling Authority.
- 25.3 Any waiver of rights, powers, or remedies that may be made by the parties under the contract must be made in writing, dated, and signed by an authorized representative of the party making the withdrawal, specifying the right and extent to which it is granted.

Article 26: Termination for Non-Fulfillment

- 26.1 The Contracting Authority may terminate the contract in whole or in part if:
 - a) The winning bidder fails to take possession of the Goods within the period specified in the contract or within the given extension; or,
 - b) The winning bidder fails to fulfill any other contractual obligation.
- 26.2 The selling authority must give the winning bidder written notice of interruption due to non-compliance and give the bidder 15 days to correct the non-compliance, except when the interruption was due to corrupt or illegal actions, in which case the termination will be immediate.

Article 27: Termination Due to Bankruptcy

- 27.1 The selling authority may terminate the contract at any time if the winning bidder goes bankrupt or becomes unable to pay.
- 27.2 The selling authority must give the winning bidder a written notice of termination.

Article 28: Interruption Due to Public Interest

- 28.1 The selling authority may terminate the contract at any time if it considers that this action should be taken to best serve the public interest.
- 28.2 The selling authority must give the winning bidder a written notice of termination.

Article 29: Contract Insurance

- 29.1 Within 15 days from receiving the notification of contract award, the winning bidder must provide the selling authority with the contract security guarantee in the acceptable amount and form as

specified in the contract. Failure to provide the contract security in the required form and amount within 15 days will result in the cancellation of the contract and the seizure of the winning bidder's bid security.

- 30.1 The contract insurance amount must be paid to the Selling Authority as compensation for any loss resulting from the failure of the winning bidder to fulfill its obligations under the contract.
- 30.2 The contract security guarantee will be returned to the winning bidder no later than 30 days after the date of receipt of the Goods. However, five (5) percent of the deposit will be withheld until satisfactory fulfillment of the contract obligations.

Article 30: Legal Basis

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

Article 31: Dispute Resolution

- 31.1 The parties must make every effort to resolve disagreements or conflicts that have occurred between them or in connection with this agreement through direct negotiations.
- 31.2 If the parties fail to resolve the dispute or conflict, the problems will be considered through dispute resolution according to the contract and the legal procedures in force under the legislation of the Republic of Albania.

Article 32: Representation of the Parties

- 32.1 Each party must appoint in writing a person or organizational position who will be responsible, on behalf of the party, for receiving communications and representing the party in matters related to the execution of the contract.
- 32.2 Each party must immediately notify the other party of any change in the appointment of the party's representative. If one party fails to notify, it must assume responsibility for any loss caused by the failure to provide sufficient notice.
- 32.3 The parties may appoint additional persons or organizational units to represent the party in specific actions or activities, in which case written notification must be given and must specify the extent of the representative's authority.

Article 33: Announcements

- 33.1 Any notification given by one party to the other under the contract must be made in writing at the address specified in the contract.
- 33.2 The notification will take effect as soon as it is submitted.

Article 34: Calculation of Deadlines

- 34.1 All day references will be calendar days except when otherwise specified.

Appendix 13

SPECIAL CONDITIONS **Goods – Open Auction**

The following special terms of the Contract will complement the General Terms and Conditions of the Contract. In case of conflict, the following provisions shall prevail over those of the General Terms.

Article 1: Definitions

1.1 The selling authority is

1.2 The winning bidder is

Article 2: Contract Insurance

2.1 The contract security in the amount of *(10% of the offer value)* must be provided by the winning bidder to ensure the fulfillment of their obligations under the contract.

2.2 The contract security will be issued or returned immediately to the winning bidder according to the following form:

Article 3: Start of Implementation

3.1 The implementation of the contract must begin on _____. If the date is not specified, implementation will begin on the day the winning bidder signs the contract form.

Article 4: Inspections and Testing

4.1 Pre-acceptance inspections and tests of the Goods will be conducted:

Article 5: Delivery Conditions

5.1 The date(s) and place(s) of delivery of the Goods and spare parts shall be made according to the Delivery Schedule provided in this contract.

5.2 The selling authority must notify the winning bidder _____ days before each delivery of the Goods.

5.3 Delivery notification must be made in writing, by fax, mail, e-mail, etc., to:

Article 6: Payment Terms

- 6.1 Payment for the Goods must be made within _____ days from the date of delivery of the Goods or from the date of receipt of the written payment request, no matter how late it may be. If not specified, the time period will be 30 days.
- 6.2 The payment currency will be _____. If it is left incomplete, the payment will be made in the Albanian currency.

Article 7. advance payment

- 7.1 The advance payment percentage will be _____. If not specified, the Selling Authority will not receive an advance payment.
- 7.2 If an advance payment has been promised, the advance payment will be made within _____ days of receiving the contract insurance.
- 7.3 If an advance payment is made, the amount will be deducted from the payment that must be given to the selling Authority according to the following formula:

Article 8. Services Related to Them

- 8.1 The following special conditions will apply to the payment of Related Services

Article 9. Discount of the contract guarantee

- 9.1 If periodic discounts of the contract warranty are foreseen, they are carried out as follows:

If not fulfilled, the warranty remains unchanged.