

**INVITATION TO QUOTE**

**FOR SMALL WORKS  
(under 5milon Leks)**

**a - INVITATION TO QUOTE**  
**CONTRACT FOR SMALL WORKS**  
**(UNDER 5.000.000 LEKE)**

To: \_\_\_\_\_  
(name and address of the company)

1. \_\_\_\_\_ has received a fund  
(name of procuring entity)

\_\_\_\_\_ allocated by  
(amount in figures and words, currency)

\_\_\_\_\_ and intends to perform \_\_\_\_\_  
(source of fund) (name of the project)

2. You are invited to submit your quotation for \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (brief description of the work to be performed)

3. You can find attached a full set of documents to be used for the preparation of this quotation (including drawings, technical specifications, bill of quantities, bid form).

4. Bids shall be submitted in sealed envelopes in \_\_\_\_\_  
(address of procuring entity)

\_\_\_\_\_ at \_\_\_\_\_.  
receiving office) (time and date of bid closing)

5. Bid shall be valid for a period of 30 days after \_\_\_\_\_.  
(bid submission date)

6 In case of withdrawal of the bid during the bid validity period and/or refuse of contract award the bidder shall be rejected from the list of contractors for one year period.

Chairman of Procuring Entity

\_\_\_\_\_  
(name, signature, seal)

## **b - INSTRUCTIONS TO BIDDERS.**

1. **Scope of Bid.** The Procuring Entity invites bids for the construction of works as specified in Contract Data. The successful Bidder will be expected to complete work by the intended Completion Date specified in the Contract Data.

2. **Site visit.** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit the Site of Works and obtain all information necessary for preparing the Bid and entering into a contract with the procuring entity.

3. **Content of Bidding Documents.** The set of bidding documents comprises the documents listed below:

- a) Invitation to Quote
- b) Instructions to Bidders
- c) Conditions of Contract
- d) Qualification documents
- e) Drawings
- f) Technical specifications
- g) Bill of Quantities
- h) Quotation Form
- i) Contract Form
- k) Bid Security Form

4. **Documents Comprising the Bid.** The Bid submitted by the Bidder shall comprise the following documents:

- a) Qualification Documents
- b) Bid Security
- c) Quotation
- d) Priced Bill of Quantities.

shall comprise the following documents: 15.826.7 (a) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

5. **Quotation.**



(3) if provisional sum for contingencies, specified in bidding documents, is not calculated in the total value of the bill of quantities, this will be considered as an arithmetical error and will be added to the total value;

(4) if a bidder refuses to accept the correction, the Employer will reject his bid and forfeit his bid security.

(b) Additional items not specified in bidding documents, will be excluded from the bill of quantities.

**12. Employer's right to reject all bids.** The Employer reserves the right to reject all bids and to cancel the bidding process at any time prior to the award of contract, without any obligation to inform the bidders of the grounds for the Employer's action.

**13. Notification of award and signing of agreement.** The bidder whose bid has been accepted will be notified of the award of the contract by the Employer prior to expiration of the bid validity period by a registered letter. This letter (hereinafter called "Letter of Acceptance") will state the sum (hereinafter called "Contract Price") that Employer will pay the contractor in consideration of the execution, completion and maintenance of the works as prescribed by the contract. The "Letter of Acceptance" will constitute the formation of the contract.

**14. Advance payment.** The Employer will provide an advance payment as prescribed in the article 15 in the conditions of contract

## c - CONDITIONS OF CONTRACT

### 1. Definitions.

a) **Bill of Quantities** means the list of items completed with unit prices, forming part of the bid.

b) The **Completion Date** is the date of completion of the works defined by the Employer.

c) A **Defect** is any part of the works not completed in accordance with the contract.

d) The **Defect Liability Period** is \_\_\_\_\_ days calculated for the completion date.

e) The **Project Manager** is the person appointed by the Employer who is responsible for supervising the execution of works and administrating the contract.

f) The **Required Completion Date** is the date on which it is required that the contractor shall complete the works. The required completion date is \_\_\_\_\_ days. The required completion date may be revised only by the Employer by issuing an extension of time or an acceleration order.

g) The **Site** is allocated at \_\_\_\_\_.

h) The **Start Date** is \_\_\_\_\_, the date when the contractor shall commence execution of the works.

i) A **Variation** is an instruction given by the Employer which varies the original works requirement.

**2. Language and Law.** The contract will be prepared in Albanian language and the law governing the contract will be albanian law.

**3. Communications.** Communication between parties shall be effective only when in writing.

**4. Contractor's Risks.** From the starting date until defects correction certificate has been issued, all risks of personal injury: death, loss or damage to property and materials allocated in the site(including, without limitation, the works, materials and equipment) are contractor's risks.

**5. Works to be completed by the Completion Date.** The contractor may commence execution of the works on the start date and shall perform the works in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the required completion date.

**6. Safety.** The contractor shall be responsible for the safety of all activities on the site.

**7. Extension of the Completion Date.** The project manager shall extend the completion date if a variation order is issued which makes it impossible for completion to be achieved by the required completion date and which would cause additional costs to the contractor.

**8. Delays ordered by the Project Manager.** The project manager may instruct the contractor to delay the start or progr

**11. Changes in the Quantities.** If the final quantity of the work done differs from the quantity in the bill of quantities not exceeding the provisional sum for contingencies, the project manager shall adjust the rate to allow for the change.

**12. Performance security.** The contractor shall submit to the procuring entity a performance security for the amount 10% of contract price, in conformity with the performance security form.

**13. Advance payment.** The procuring entity shall make to the contractor an advance payment for 10% of the contract price (not exceeding the amount of performance security) after the contractor has delivered to the site construction equipment for initiating the work. The contractor is to use the advance payment to pay for the materials and other expenses required for carrying out the works. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor to be recovered within one half of the completion period.

**14. Payment certificates.** The contractor shall submit to the project manager monthly statements of the estimated value of the work executed less the percentage of the advance payment and defects guarantee. The project manager shall check the contractor's executed work and certify the amount to be paid to

6. The amount otherwise due to the contractor shall be paid to the contractor within 30 days of the date of the certificate of payment.



the above mentioned corrections and additions, the procuring entity shall issue the defects liability certificate and discharge the performance security.

**18. Termination.** The procuring entity or the contractor may terminate the contract if the other party causes a fundamental breach of the contract. Fundamental breaches of the contract shall include, but shall not be limited to the following:

(a) the contractor stops the work for 15 days when the stoppage has not been authorised by the project manager;

(b) a payment certified by the project manager is not paid by the procuring entity to the contractor within 30 days of the date of the project manager's certificate;

(c) the project manager gives notice that the contractor fails to correct a defect within 30 days determined by the project manager;

(d) the contractor delays the completion

**h - Quotation Form.**

\_\_\_\_\_  
( date)

To: \_\_\_\_\_

## **d - QUALIFICATIONS DOCUMENTS**

## **e - DRAWINGS**

## **f - TECHNICAL SPECIFICATIONS**

## **g - BILL OF QUANTITIES**

## **i - CONTRACT FORM**

This agreement, made the \_\_\_\_\_ date \_\_\_\_\_ 199\_, between

\_\_\_\_\_

(name and address of the procuring entity) and

\_\_\_\_\_

(name and address of the contractor) of the other part.

Whereas the procuring entity is desirous that he contractor execute

\_\_\_\_\_

(name and identification number of the contract) for the amount \_\_\_\_\_

(contract price in figures and words) in \_\_\_\_\_ (currency) and the procuring entity has accepted the bid by the contractor for the execution and completion of such works and the remedying of any defects therein.

The parties agree as follows:

1. In this contract form, words and expressions shall have the same meanings as





**k - BID SECURITY FORM**  
**(BANK GUARANTEE)**

We \_\_\_\_\_ (*name of the bank*) certify by the present that \_\_\_\_\_ (*name of bidder*) has deposited at \_\_\_\_\_ (*name and address of the bank*) the amount \_\_\_\_\_  
\_\_\_\_\_ (*in figures and words,* ) as security of the bid presented in the tender \_\_\_\_\_ (*name of contract*).

We undertake to pay \_\_\_\_\_ (*name of procuring entity*) this amount of the bank guarantee in the following conditions:

- (1) if the bidder withdraws his bid during the period of bid validity;
- (2) if the bidder, having been notified of the acceptance of his bid, refuses to accept the award of the contract;
- (3) if the bidder refuses to furnish the performance security;

upon receipt of procuring entity's written demand, without having to substantiate his demand, provided that the amount claimed by the procuring entity is due to him owing to the occurrence of one of the three abovementioned