

## A1\_ INSTRUCTIONS TO TENDERERS & CONTRACT NOTICE

### 1. General data

1.1 Notice Reference:	<b>A05-1</b>
1.2 Notice Title:	<b>Supply, delivery and installation of an automatic coffee capsule filling and sealing machine</b>
1.3 Contracting Authority:	<b>Thomas Enkelana Sh.P.K</b>
1.4 CA's Address:	Rruga nacional Pogradec-Korce, Km 3, Remenj, Pogradec, Albania
1.5 Programme title and financing code:	Empowering startups and SMEs to pilot and scale circular economy solution in Albania (81316885-07)

### 2. Procedure, nature of the contract and currency

2.1 Procedure	2.2. Type/nature of the contact	2.3 Currency
Simplified, open procedure	Lump-sum contract	Tenders must be presented in Euro <sup>1</sup>

### 3. Contract description - supplies to be provided

- 3.1 The subject of the contract is the supply of the goods/supplies as specified in the ToRs and Specifications attached, delivered at place (DAP<sup>2</sup>), at the address specified in the Technical Specifications, and with an implementation period specified in Section 5 (Timetable) below.
- 3.2 The supplies must comply fully with the technical specifications set out in the tender dossier and conform in all respects with drawings, quantities, models, samples, measurements and other instructions.

### 4. Lots

- 4.1 This tender procedure is not divided into lots.

### 5. Timetable

	<b>DATE</b>	<b>TIME*</b>
5.1 Deadline for requesting clarifications from the contracting authority	15 June 2026	17:00
5.2 Last date on which clarifications are issued by the contracting authority	17 June 2026	-
<b>5.3 Deadline for submission of tenders</b>	<b>22 June 2026</b>	<b>23:00</b>
5.4 Tender opening session	23 June 2026	09:00
5.5 Notification of award to the successful tenderer	26 June 2026*	-
5.6 Signature of the contract	3 July 2026*	-
5.7 Provisional commencement date of the contract	3 July 2026*	-
5.8 Implementation period starting from signature of the contract (days)	45 days	-

\* Provisional dates. All times are in the time zone of the Albania

### 6. Conditions of participation and grounds for exclusion

- 6.1 For this contract award procedure, participation is open to all natural and legal persons, (participating either individually or in a grouping or consortium of candidates/tenderers) which are effectively established in Albania or in a Member State of the European Union.

<sup>1</sup> The currency of tender shall be the currency of the contract and of payment.

<sup>2</sup> DDP (Delivered Duty Paid) / DAP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce  
<http://www.iccwbo.org/incoterms/>

- 6.2 Natural or legal persons, or any of their members of joint venture/consortium or subcontractors, are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in the EU restrictive measures or exclusion criteria. Should they do so, their tender will be considered unsuitable or irregular respectively.

## 7. Submission of tenders

- 7.1 *The deadline for submission of tenders is as defined in Article 5.3 of this document.* Any tender received after this deadline will be automatically rejected.
- 7.2 Tenders must be prepared *in English or Albanian* and *submitted by e-mail* to both of the following addresses: [tenderstenkelana@enterimpact.com](mailto:tenderstenkelana@enterimpact.com) and [thenkelana@gmail.com](mailto:thenkelana@gmail.com)
- 7.3 Tenders submitted by any other means or received after the time-limit indicated above for receipt of tenders will be rejected. The date and time showed in the received email constitute proof of compliance with the time-limit for receipt of tenders. Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

## 8. Content of tenders

- 8.1 Tenders must comply with the requirements set out below. Failure to do so may result in rejection of the tender.
- 8.2 *The submitted tenders must include the following:*

### Part 1 - Technical offer:

- a detailed description of the supplies offered, in conformity with the technical specifications, together with any supporting documentation required under the tender dossier. The technical offer shall be presented using the template “B2 – Technical Offer”. Additional sheets may be added where necessary.

### Part 2 - Financial offer:

- A financial offer for the supplies tendered, including, where applicable, the price of any ancillary services. This financial offer shall be presented using the template “B3 – Financial Offer”. Additional sheets may be added where necessary.

### Part 3 - Documentation:

To be supplied using the templates attached:

- The “Tender Submission Form”, including the “Tenderer’s statement and declaration on honor”, duly completed and signed. This form shall be presented using the template “B1 – Tender form and declaration”. In case of a consortium, the form shall be signed by the duly authorised consortium leader, with the relevant authorisation attached.
- The legal entity registration documents(s) (i.e. extract from the business register) of the tenderer, and, where applicable, of each consortium member.

## 9. Number of tenders

- 9.1 No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.
- 9.2 Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted.

## 10. Period of validity

- 10.1 Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the

contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40. The selected tenderer must maintain its tender for a further 60 days.

## **11. Language of tenders**

- 11.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is either English or Albanian. If the supporting documents are not written in one of the languages mentioned above, a translation into the language of the call for tender must be attached.

## **12. Additional information before the deadline for submitting tenders**

- 12.1 Tenderers may submit questions for clarification in writing up to the date specified in Section 5 above, specifying the reference and the contract title, addressed to following email address: [tenderstenkelana@enterimpact.com](mailto:tenderstenkelana@enterimpact.com)
- 12.2 The contracting authority has no obligation to provide clarification after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers within the date specified in Section 5 above.

## **13. Clarification meeting / site visit**

- 13.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organized.

## **14. Variant solutions**

- 14.1 Tenderers are not authorized to tender for a variant in addition to this tender.

## **15. Alteration or withdrawal of tenders**

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 7. The email subject must be marked 'Alteration' or 'Withdrawal' as appropriate.

## **16. Costs of preparing tenders**

- 16.1 No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## **17. Sub-contracting**

- 17.1 Subcontracting is not allowed.

## **18. Joint venture or consortium**

- 18.1 Where a tender is submitted by a joint venture or consortium, it shall be submitted as a single tender. The members shall be jointly and severally liable and shall designate one member as consortium leader authorised to bind the consortium. The tender shall be signed by the authorised consortium leader, and the corresponding written authorisation shall be attached. Each consortium member shall provide the documents required under Article 6.2 and Article 8.2 (Part 3 - Documentation).

## **19. Evaluation of tenders**

- 19.1 The evaluation committee shall first verify whether tenders comply with the essential requirements of the tender dossier. Tenders that are not administratively compliant shall be rejected.
- 19.2 Administratively compliant tenders shall then be assessed for technical compliance against the tender dossier. The evaluation committee may request written clarifications, provided that no change is made to the price or substance of the tender, except to confirm correction of arithmetic errors. Tenders that are not technically compliant shall be rejected.
- 19.3 Only technically compliant tenders shall proceed to financial evaluation. Arithmetic errors shall be corrected as follows: (i) where amounts in figures and words differ, the amount in words shall prevail; (ii) except for lump-sum contracts, where a unit price and total amount differ, the unit price shall prevail.

If the tenderer does not accept the correction, the tender shall be rejected. Unless otherwise stated in the tender dossier, the contract shall be awarded to the lowest priced compliant tender.

19.4. Variant solutions will not be taken in consideration.

19.4 The sole award criterion shall be price. Unless otherwise stated in the tender dossier, the contract shall be awarded to the lowest priced compliant tender.

## **20. Confidentiality**

20.1 The evaluation procedure is confidential. Evaluation records may be disclosed only to the contracting authority, donors, auditors, and other authorised bodies in accordance with applicable rules.

## **21. Notification**

21.1 By submitting a tender, tenderers accept to receive electronic notification of the outcome of the procedure. The successful tenderer shall receive a notification of award, and all tenderers shall be informed of the award decision.

## **22. Signature of the contract**

22.1 Before signature of the contract, the successful tenderer shall, if requested, provide the documentary evidence or statements required by the contracting authority within the prescribed deadline. Within 15 days of receipt of the contract signed by the contracting authority, the successful tenderer shall sign, date and return it. Failure to provide the requested evidence or to sign and return the contract within the applicable deadlines may result in cancellation of the award and award to the next lowest compliant tenderer or cancellation of the procedure.

## **23. Cancellation of the tender procedure**

23.1 The contracting authority may cancel the tender procedure at any stage, in particular where no suitable tender is received, where the financial or technical conditions of the project have materially changed, where implementation becomes impossible, or where breaches of obligations, irregularities or fraud affect the fairness or validity of the procedure. The contracting authority shall not be liable for any damages resulting from such cancellation.

## **24. Appeals**

24.1 Tenderers who consider that they have been harmed by an error or irregularity during the award procedure may file a complaint within 5 days from notification of the award decision, by email to: [procurement@enterimpact.com](mailto:procurement@enterimpact.com)

## **25. Ethics clauses and code of conduct**

25.1 Tenderers shall comply with the ethics requirements set out in the tender dossier, including rules on conflict of interest, human rights, environmental and labour standards, anti-corruption, anti-bribery, and unusual commercial expenses. Any breach, irregularity or fraud may result in rejection of the tender, cancellation of the procedure or other applicable measures.

## **26. Data Protection**

26.1 Personal data processed in connection with this tender procedure shall be processed in accordance with applicable Albanian data protection law and the relevant financing agreement.