



REPUBLIKA E SHQIPËRISË
INSTITUTE OF STATISTICS OF ALBANIA

INVITATION TO TENDER (ITT)

Date: August 31, 2023

Name of Purchaser: **Institute of Statistics of Albania (INSTAT)**

Contract: **“Purchase CAL License”**

Ref. package: **Sida contribution, 12550**

The Institute of Statistics in Albania, INSTAT, invites eligible Tenderers to submit a Tender for procurement procedure “Purchase CAL License”, in the frame of the project: “Census 2023”.

The project is financially supported by the Government of Sweden, represented by the Swedish International Development Cooperation Agency (Sida) and Government of Albania (VAT 20%).

The procurement method used is “Simplified Tendering” in accordance with Sida Procurement Guidelines (SPG), March 2020.

1. You are invited to submit your price quotation for **Purchase CAL License**.

Information on Technical Specifications, required quantities and delivery schedule are attached.

2. Your price quotation in the form attached may be submitted by hand or mail at the following address:

INSTAT-Institute of Statistics in Albania

Address: Str. “Vllazen Huta”, Bl.35, Adm. Unit No.2, 1017, Tirana, Albania

Email: npupuleku@instat.gov.al

3. The deadline for receipt of your quotation (s) by the Purchaser at the addressed indicated in this paragraph **September 14, 2023, 10:00** local time.
 4. According with Sida Procurement Guidelines (SPG), March 2020, the procedure is Simplified Tendering with a maximum budget of **14,000 Euro** (without VAT).
 5. Your quotation in duplicate and in English language should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for the item quoted.
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6. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
7. The following documents shall be construed as part of this invitation, in the following order:
 - Instructions to Tenderers;
 - Form of Contract;
 - Form of Quotation;
 - Terms and Conditions of Supply;
 - Schedule of Requirements;
 - Technical Specifications;
 - Manufacturer's Authorization



INSTRUCTIONS TO TENDERERS

1. Goods to be provided

The goods required by the contracting authority are described in the Terms and Conditions of Supply and in Annex 1, Schedule of Requirements.

2. Qualification Requirements

Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

If Bidder is Manufacturer or not:

(i) Legal and Financial Capability

The Bidder shall furnish documentary evidence that it meets the following legal and financial requirements:

- Proof of Registration by a national Registrar of Companies, Trade Association or similar organization in the country of establishment.
- A declaration from the public authorities that certifies that the bidder is free of debts regarding the payment of value added or a similar sales tax in accordance with national legislation.
- A declaration from the public authorities that certifies that the bidder is free of debts regarding taxes and social security contributions.
- A statement from the authorities that certifies the average annual turnover for the last two years (2021, 2022) which must be at least equal of the value of the present contract.
- A Power of Attorney certifying that the person signing the tender is an authorized representative of the Bidder. (If applied).
- In case of the participation of a joint venture (JV), the agreement or the letter of intent with the intent to enter into such an agreement should be submitted.

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement:

- Copies of similar contracts, successfully completed, undertaken by the bidder, over the last three-year period (2020, 2021, 2022), whose nature, amount and complexity is comparable to the supply concerned by this tender. The total value of the contracts must be at least equal of the 50% of the value of the present contract. For each contract the references issued by the employer/client are required.
- Manufacturer's authorization or authorized distributor required.
- The Bidder must possess the ISO 9001-2008 Certification or equivalent for quality management system.

The governing language shall be English. Supporting documents and printed literature submitted in another language should be accompanied by a translation of the relevant passages in English (for example, in the case of voluminous contract in languages other than that, of this is required to be translated – relevant passages like scope of work, parties, amounts, deadlines, delivery details etc...).

3. **Prices:** The prices should be quoted in Euro for the total cost which includes all taxes, VAT, duties, delivery and all specifications prescribed below.
4. **Evaluation of Quotations:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination as per paragraphs above.

In evaluating the quotations, the Purchaser will determine for each bid the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

- (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- (c) if a Supplier refuses to accept the correction, his quotation will be rejected.

5. **Award of Purchase Order:** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
6. **Validity of the Offer:** Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 3 of this Invitation to Tender.
7. **Further information** can be obtained from: Sida Procurement Guidelines (SPG), March 2020.
8. **Inspections and Audits**

8.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser if requested by the Purchaser. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures).



FORM OF CONTRACT

THIS AGREEMENT Ref. no. Sida contribution, 12550_ **Purchase CAL License** made on _____.09.2023, between the Institute of Statistics of Albania (INSTAT) (hereinafter called “the Purchaser”) on the one part and _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for **Purchase CAL License**, Ref. no. Sida contribution, 12550, to be supplied by Supplier, _____, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - a) Invitation to Quote; Term and Conditions of Supply, Technical Specification and financial offer;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.
4. Termination
 - 4.1 Termination for Default
 - (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
 - (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related



Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

5. Fraud and Corruption

If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing SPG's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser if requested by the Purchaser. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the SPG's prevailing sanctions procedures).

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF

Institute of Statistics of Albania

Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Name of Authorized Representative

FORM OF QUOTATION

_____ (Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to execute the contract **Purchase CAL License**, Ref. package: Sida contribution, 12550, in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (*amount in words and numbers*) (_____) (*name of currency*).

We propose to complete the delivery of Goods described in the Contract within a period of _____ calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number _____

Fax Number, if any _____



TERMS AND CONDITIONS OF SUPPLY

Project Name: **Purchase CAL License**

Purchaser: **Institute of Statistics of Albania (INSTAT);**

Package no. **Sida contribution, 12550**

Prices and Schedules for the Items

No	Item description	Qty/pcs	Unit Price	Total Price at final destination	Delivery date
1	Purchase CAL (Client Access License) Licenses	35			Within 5 days
			Total value w/o VAT		
			VAT 20%		
			Total value incl. VAT		

{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail }

Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

1. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding **five (5) days** from the date of signing of contract.
 2. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the CIP/EXW value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.
 3. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
 4. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in the Tirana Court.
 5. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from
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freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) duplicate air/truck transport document and/or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) copies of the packing list identifying contents of each package;

The above documents shall be received by the Purchaser at least three days before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

6. Payment for your invoice will be made 100% to the Bank Account No, IBAN _____ (in favor of the Supplier's) on acceptance of the goods.
7. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
8. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

9. Required Technical Specifications
 - (i) General Description
 - (ii) Specific details and technical standardsSupplier confirms compliance with above specifications {In case of deviations supplier to list all such deviations }
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10. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21-day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER _____

Authorized Signature _____

Place:

Date:



Annex 1

SCHEDULE OF REQUIREMENTS

1. Purchase CAL (Client Access License) Licenses

No	Item description	Qty/pcs	Delivery date
1	Purchase CAL (Client Access License) Licenses	35 pieces	Within 5 days from the date of signing of contract

Annex 2

TECHNICAL SPECIFICATIONS

The main objective of this supply and services is the addition of rights for connections to the micro data access system (Purchase CAL Licenses).

The micro data access system consists of three main components.

The main components of the system are:

1. Virtual infrastructure (virtual servers)
2. Software infrastructure
3. Security infrastructure (token)

The system is supplied, installed and configured on the INSTAT servers.

In parallel with the infrastructure at the server level, the configuration at the software level has been done for the CAL Licenses (Client Access License) which are attached to the central system, and allow parallel access by users to the same destination by creating a profile for each user.

Also, as part of the security infrastructure, each user is assigned a token code generated for each connection in the system.

The three components of the system work as a whole and any additional change or update in each of them affects the entire system.

Due to the need to add new CAL Licenses for data access as a result of increasing requests for access, new licenses should technically be added within the system without disrupting the primary configuration.

MANUFACTURER'Sⁱ AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the ITT.]

Date: *[insert date (as day, month and year) of Bid submission]*

ITT No.: *[insert number of ITT process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with this ITT, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ⁱ In this ITT, the term Manufacturer shall mean Manufacturer or Authorized Distributor
