



REPUBLIC OF ALBANIA

MINISTRY OF INFRASTRUCTURE AND ENERGY

**COMPETITIVE PROCEDURE DOCUMENTS OF THE CONCESSION/PUBLIC
PRIVATE PARTNERSHIP ON THE CONSTRUCTION AND MAINTENANCE OF
“MILOT – BALLDRE” ROAD**

July 2018

1. GENERAL INFORMATION

1.1. Object of the Competitive Procedure

The Contracting Authority has decided to grant a concession for the Construction and Maintenance of the “**Milot–Balldre**” Road, through a concession/private public partnership procedure, in accordance with the terms of the Competitive Procedure Documents.

1.2. Potential Bidders

All interested parties are invited to submit Bid Documents for the Project.

1.3. General Description of the Construction of the Road

The Project has as its objective the design, construction and maintenance of Milot-Balldre Road segment, which lies along the road that connects Milot with the city of Lezha and is deviated as a completely new road from the junction of the city of Lezha up to Balldre where then it gets connected with the existing road in the direction of Shkodra.

The beginning of the road should be the connection point with the junction of Milot, where it is already finished. While the end point will be the connection with the existing Lezhe – Shkoder road near the Torovica intersection. The project foresees the construction of art works where there are foreseen bridges over the Mat and Drin River. Also it should be foreseen the construction of other art works necessary for this road segment.

The construction of this strategic infrastructure for the development of the whole surrounding area as a component segment of North – South corridor will condition local urban planning rely on this road. The estimation of a long period of life will enable cost reduction for urban development for the coming years.

The project for the construction of Milot-Ballden road segment as a component of the North – South corridor (also the Adriatic – Ionian corridor) will have a positive impact on the environment and economy, as the time for passing through this road segment at the end of the project will shorten, including the elimination of traffic jams as well. Having a shorter time for passing through it, the time at which the internal combustion engines of the vehicles are present on the road segment thus decreases and this fact will enable the reduction of polluting gases released on the Milot-Ballden road. This will cause the cost reduction calculated for the passing time on the road of the drivers and passengers, costs of the vehicles, such as tyres, technical services, etc.

The construction of this road segment also foresees secondary roads that will improve the infrastructure and will bring development for the Lezha district and the entire northwestern part of Albania. The construction of the Milot-Balldre road segment is of great importance, especially in the economic development of Milot and Lezha. This road segment also facilitates communication with the rest of the north-west in Albania and the neighboring country of Montenegro. This road also realizes the bypass of the city of Lezha that is indispensable for this city and that will serve at the same time as part of the national North – South corridor.

2. Summary of the main conditions of the competitive procedure.

The main object of this procedure is granting the concession/PPP for the “Design, construction and maintenance of Milot–Balldre Road Segment”, according to the principle of “Turnkey Project”. The essential conditions of the Concession include but are not limited to the following:

1. The object of the Concession/PPP contract: Construction and Maintenance of the Milot–Balldre road segment”
2. The duration of the Concession Contract/PPP: 13 years
3. Activities to be performed by the Concessionaire: “Design, Construction and Maintenance of the Milot–Balldre Road” in accordance with the standards approved by the Contracting Authority.
4. Sources of Concessionaire Revenues: An availability annual payment payable by the Contracting Authority for the Concessionaire.

The first payment will be provided by the Contracting Authority when the Concessionaire has executed at least 25% of the works

5. Applicable Legislation: The Concession Contract shall be governed by the legislation of the Republic of Albania.

2. CONTRACT NOTIFICATION

Section 1 Contracting Authority

1.1 Name and address of the Contracting Authority

Name Ministry of Infrastructure and Energy

Address Rruga "Abdi Toptani ", Nr. 1, Tirana

E-mail etleva.kondi@infrastruktura.gov.al ;

cc ada.oseku@infrastruktura.gov.al ;

ervin.duraj@infrastruktura.gov.al

Website www.infrastruktura.gov.al

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Name and address of the contact person

Name Etleva Kondi

Address: Ministria e Infrastrukturës dhe Energjisë
Rruga "Abdi Toptani ", Nr. 1, Tiranë
Tirana, Albania

Any communication, question, clarification or information required by Potential Bidders regarding the Tender Procedure should be addressed by e-mail to the Contact Person above

1.2 Type of Contracting Authority and the main activity or activities:

Central Institution

Independent Institution

X

Local Government Unit

Section 2 Object of Contract

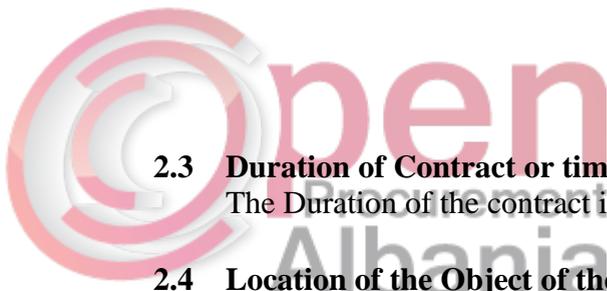
2.1 Type of Contract

Contract of Public Works

2.2 Brief description of the contract

2.2.1 *Form of Contract:* Concession/PPP

2.2.2 *Object of Contract:* Construction and Maintenance of the Milot–Balldre Road Segment.



2.3 Duration of Contract or time limit for execution:

The Duration of the contract is 13 (thirteen) years

2.4 Location of the Object of the Contract

The construction of the road lies along the existing road that connects Milot with the city of Lezha and is deviated as a completely new road, from the junction of the city of Lezha up to Balldre where then it gets connected with the existing road in the direction of Shkodra.

2.5 Division into LOTS:

Yes

No

If yes:

2.6 Brief description of lots: n.a.

1 _____

2 _____

3 _____

2.7 Options:

Number of potential renewals (*if applicable*): n.a

2.8 Versions to be accepted

Yes

No

2.8.1 Subcontracting to be accepted:

Yes

No

If subcontracting will be accepted, specify the allowed percentage for subcontracting:

Unspecified

The Contracting Authority will pay directly the subcontractor:

Yes

No

2.9 A Contract in the framework of a special Agreement between Albania and another State

Yes

No

2.10 Estimated Amount of the Project

The estimated amount of the project is 161,500,000 Euro

2.11. Currency: Bid Currency shall be **Euro**

Section 3 Legal, economic, financial and technical information

3.1 Eligibility Criteria and evaluation criteria

According to **Appendix 9**

3.2 Bid Security amount is required to be 2 (two) % of the forecasted project value (general design + construction + maintenance of the values defined according to the definition of paragraph 2.10).

The Economic Operator, in order to participate in a competitive selective procedure, is required to submit a Bid Security, completed in accordance with the model attached as Appendix 6 of the CPD (Competitive Procedure Documents);

Section 4 Procedure

4.1 Type of Procedure:

- Open
 Limited

4.2 Award Selection Criteria:

No.	Criteria
1	Technical proposal for the construction and maintenance of the road.
a	Preliminary Conceptual Design
b	Methodology of works
c	Operational plan of maintenance and availability
d	Temporary road Signs and health & Safety at the site
2	Environmental impact
3	Social impact
4	Interest of the own Capital
5	Term for the completion of works
6	Financial Bid

4.1 Deadline for the Submission of Bids is:

Date: 14 September, 2018 Time: 12.00 AM Central European Time

Potential Bidders will submit their Bidding Documents in Albanian language, in electronic format, by uploading them before the Deadline for Submission at the website of the Public Procurement Agency of Albania at www.app.gov.al Bids submitted after the specified Deadline will be rejected.

Instructions for uploading the Bidding Documents can be found in Albanian and English languages at the website of the Public Procurement Agency of Albania at www.app.gov.al



4.2 Deadline for the Opening of Bids:

Date: 14 September 2018 Time: 12.00 AM Central European Time

4.3 Period of Bids Validity:

Each Bid shall be valid for a period of 180 days after the Submission Deadline.

4.4 Bid Language:

Albanian English

Other

Section 5 Additional Information

5.1 Virtual Data Center

A Potential Bidder will find all the information about the Contract: Pre-Design Project, Minimum Technical Specifications, Qualification and Evaluation Criteria on the Agency of Public Procurements Website: www.app.gov.al

5.2 Questions

The potential bidder may ask for modifications about the competitive procedure documents from the contracting authority within 10 days of publication of the Request to Bid. The Contracting Authority must answer to each request for clarification regarding the documentation of the procedure, addressed by any economic operator, on condition that the request is received not later than 5 (five) days before the deadline for the submission of bids.

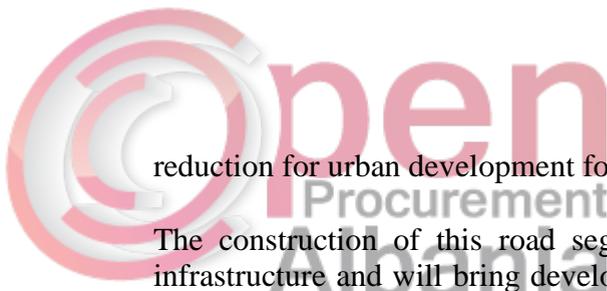
The Contracting Authority should respond within 3 (three) days of the submission of the request, in order to make possible the submission of the bid in time by the economic operator, and, without identifying the source of the request, it should communicate the clarification via the website: www.app.gov.al

The Contracting Authority, at any time before the deadline for the submission of bids and for whatever reason, upon its own initiative and following the request for clarification by any economic operator, may change the documentation of the competitive procedure by adding an appendix. Any appendices are notified through the website: www.app.gov.al

5.3 Data and Information about the Project

The project has as its main objective the design, construction and maintenance of Milot-Balldre road segment, which lies along the existing road that connects Milot with the city of Lezha and is deviated as a completely new road, from the junction of the city of Lezha up to Balldre where then it gets connected with the existing road in the direction of Shkodra.

Enabling the construction of this strategic infrastructure for the development of the surrounding area will make urban planning rely on this path. This route is thought to be strategic for the future years of coastline development. The estimation of a long period of life will enable cost



reduction for urban development for the coming years.

The construction of this road segment also foresees secondary roads that will improve the infrastructure and will bring development for the Lezha district and the entire northwestern part of Albania. The construction of the Milot-Balldre road segment is of great importance, especially in the economic development of Milot and Lezha. This road segment also facilitates communication with the rest of the north-west in Albania and the neighboring country of Montenegro. This road also realizes the bypass of the city of Lezha that is indispensable for this city.

The main objectives of the project are:

1. Traffic facilitation in the north – western area, which is found to be very problematic especially during the touristic season.
2. Development of tourism as this road segment will enable the connection of strategic points such as the Shengjin port

5.4 Value Added Tax (VAT)

Unless otherwise stated, all references to costs, expenses, fees, and prices will be expressed without VAT.

5.5 Limitations

The right to suspend and cancel the competitive procedure:

The Contracting Authority reserves the right to suspend or cancel the competitive procedure and in these cases Potential Bidders are not entitled to claim compensation, costs or expenses.

6 GENERAL INSTRUCTIONS FOR COMPETITIVE PROCEDURES

The Contracting Authority shall implement the competitive procedure:

i) OPEN PROCEDURE

Contracting Authority

Ministry of Infrastructure and Energy

Publishes the Call for Proposal inviting all economic operators to submit their bids in this competitive procedure for the purpose of delivering the services/works described below:

“Construction and maintenance of the Milot–Balldre road segment”.

Candidates shall submit the proposal according to the definitions made in the Competitive Procedure Documents. The Contracting Authority shall consider the proposals submitted by the Candidates and shall assess whether the legal, technical and economic requirements have been met, the technical proposal, if applicable, the Bid Security and the Board's decision of the bidder as well as the Financial Bid under the provisions of the CPD.

Candidates who do not meet the qualification criteria and if they do not submit the Bid Security, or present a financial model with a value higher than the one presented in Annex 21, disqualify and are immediately notified of this disqualification. The financial bid will be subject to evaluation only for those candidates who meet the qualification criteria.

In order to participate in the competitive procedure, the candidates must meet the minimum requirements set out in Appendix 9;

Economic operators shall submit their bids: On the official website of the Public Procurement Agency: <https://www.app.gov.al>

No latter than **14 September 2018** time [12:00]

7. INSTRUCTIONS TO ECONOMIC OPERATORS

7.1 Drafting of the request / proposal: Candidates/Bidders are required to prepare requests/proposals, in accordance with the requirements set forth in these CPDs. Requests/proposals that are not prepared in accordance with the CPDs will be rejected as inadmissible.

7.2 Potential Candidates/Bidders shall cover the costs associated with the preparation and submission of their requests/proposals as well as the site visit. The Contracting Authority is not held responsible for such costs.

7.3 For competitive procedures that are held with hard copies, the original of the request / bid must be printed or written in indelible ink. All requests / bids must be linked together and numbered.

In the case of bids submitted by a joint venture of economic operators, the bid must be accompanied by the notarized Power of Attorney for the Authorized Person (s) (if different than the legal representative), who will represent the joint venture during the competitive procedure. An economic operator, a member of a joint venture of operators may not simultaneously submit a bid individually. The joint venture of economic operators does not change after the submission of the bid and until the signing of the contract. Otherwise, its bid is rejected. The addition of other members to the joint venture of economic operators is possible after the signing of the contract and only with the prior approval of the Contracting Authority. Each economic operator must meet each of the legal requirements set forth in the CPDs individually. The economic, financial, professional and technical requirements should be met by the whole group taken together.

7.4 Additional rights of the Contracting Authority

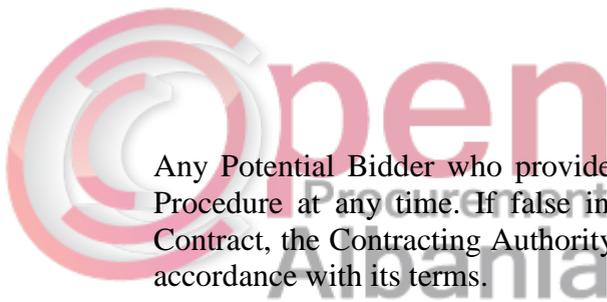
Without creating a restriction on its other rights during the Competitive Procedure, the Contracting Authority may, at any time before the Submission of Bids, and without giving any reasons:

- provide any additional information or clarification to all potential Bidders;
- change the structure or time of the Competitive Procedure;
- postpone the Submission Deadline, during which any Potential Bidder will be given the opportunity to change the Bid;
- answer any questions for the clarification addressed to the Contracting Authority by the potential Bidders and publish the question and answer through the Virtual Data Center;
- refuse to respond to requests for information;
- suspend or terminate the Competitive Procedure. Potential Bidders shall not be entitled to make claims against the Contracting Authority, regarding these decisions.

7.4.1 Internal Documentation

The Contracting Authority is not obliged to publish any internal documentation (Including evaluation reports or consultations).

7.4.2 False Information



Any Potential Bidder who provides false information may be excluded from the Competitive Procedure at any time. If false information is disclosed after the signing of the Concession Contract, the Contracting Authority shall have the right to terminate the Concession Contract in accordance with its terms.

7.5 Costs

Any Potential Bidder shall bear its costs and expenses in connection with the preparation and submission of its Bid and the site visit.

The Concessionaire shall also reimburse the Contracting Authority's costs relating to the publication of a contract notice and the notary expenses.

7.6 Site Visit

A mandatory site visit will be held along the axis of the road layout presented by the CA on the fifteenth day from the date of publication.

The trip will be organized by the Ministry of Infrastructure and Energy (at the new building at the address Rr. Abdi Toptani, Nr. 1, Tirana, AL) at 9:00 AM (local time) and at the end of the site visit the participants will be given a participation certificate which must be presented as part of the bidding document.

Warning: Each potential bidder will have to cover all of its expenses for the site visit.

7.7 Conflict of Interest

7.7.1 Conflict of Interest

A conflict of interest means any matter, circumstance, interest or other action affecting the Potential Bidder (including officials, employees, agents and subcontractors of the Potential Bidder), which may interfere with the ability of the Potential Bidder to fulfil the Concession Contract with independence and transparency.

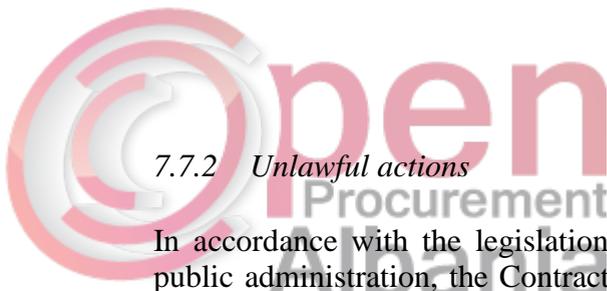
A conflict of interest may occur in the cases when:

- The Potential Bidder or any of its officers, employees, agents or sub- contractors has a (professional, commercial or personal) relationship with any individual involved in the preparation of a Competitive Procedure or Bid Evaluation;
- The Potential Bidder or any of its officers, employees, agents or subcontractors has an agreement or relationship with any organization or individual that will affect the performance of the Concession Contract or any other agreement between the Potential Bidder and the Contracting Authority about the Project.

In the case when a Potential Bidder becomes aware of any conflict of interest, it shall immediately inform the Contracting Authority.

In the event of a conflict of interest manifestation, the Contracting Authority has the opportunity to:

- exclude the Potential Bidder from further participation in the Competitive Procedure;
- negotiate with the Potential Bidder to resolve the conflict of interest;
- undertake any other action deemed appropriate by the Contracting Authority.



7.7.2 *Unlawful actions*

In accordance with the legislation on the prevention of the conflict of interest and ethics in public administration, the Contracting Authority shall reject any Bids submitted by a potential Bidder who:

- has given or intends to give any current or former employee of the Contracting Authority a gift in money or any other form as an incentive to influence an action or decision during the Competitive Procedure;
- has an unresolved conflict of interest or dispute regarding the Competitive Procedure.

No Potential Bidder (including its agents and its representatives) will contact or attempt to contact any member of the Contracting Authority, any member of the Bid Evaluation Committee, or any member or employee of the Government of Albania or their directorates, ministries, agencies or local executive bodies, with regard to the Competitive Procedure, except for the procedures set out in this Competitive Procedure Document.

The Contracting Authority shall inform in writing any Potential Bidder or any other institution of the Government of Albania in respect of any unlawful action and shall include any notice in the Report on the Competitive Procedure.

7.8 Bid Invalidation and failure of the bidding procedure.

Pursuant to Article 33 of the Council of Ministers Decision No. 634, dated 01/10/2014 “On the approval of the rules for evaluation and concession/private public partnership of public works and services for the construction, operation, maintenance and rehabilitation of national roads”, as amended, the Contracting Authority will consider this Competitive Procedure:

1. Invalid, when a Bidder:

- a) fails to provide the necessary guarantee / security;
- b) fails to meet one of the material requirements of the call for proposal;
- c) provides false data of a material nature in its bid.

2. Unsuccessful, when:

- a) none of the bids submitted meets the requirements of the call for proposals;
- b) the contracting authority decides that none of the submitted bids provides financially or technically acceptable solutions;
- c) The Council of Ministers of Albania does not approve the concession contract.

It will be deemed that through the Bid submission, the Potential Bidder agrees and releases the Contracting Authority, its employees, agents and advisors irrevocably, unconditionally, completely and finally from any and from all liabilities for claims, losses, damages, costs, expenses, or responsibilities that are related or arise in any way from the exercise of any right and/or fulfillment of any obligation hereunder, based on and/or in connection with the following and waive any and all rights and/or claims that may be relevant in this regard, either present or unforeseen, whether current or future.

7.9 Guidelines for the drafting of the bid

The Bidding Documents shall be drafted and include:



a) The legal Bid

Potential Bidders shall provide a Bid Declaration Form (Appendix 3), which includes, inter alia, a statement confirming that they accept the terms of the Concession as drafted. In the event that the Potential Bidder is a Consortium and/or a Temporary Joint Venture, Appendix 3 - Bid Declaration Form should be signed by the authorized representative of each member of the Consortium and/or of the Temporary Joint Venture.

Potential Bidders shall provide certified copies of the decision of the relevant governing bodies of the Potential Bidder (notarized / legalized or bearing the respective apostille in case of foreign companies) for the Bid Submission and Approval by the Potential Bidder for signing and implementing the Concession Contract. In the case of a Consortium, these decisions shall be required by each of the members of the Consortium and/or the Temporary Joint Venture.

Potential Bidders shall provide a representation authorization which shall be notarized and shall bear a legal apostille (in case of foreign companies) as set forth in the Appendix 7.

Potential Bidders shall provide the Bid Security in the form specified in the Appendix 6 (six) herein.

b) The Financial Bid

Payment of the Availability of the Contracting Authority;

Potential Bidders shall submit the form as provided in Appendix no.21 "Financial Model" of this Competitive Procedure Document, which contains the amount of Availability Payments of the Contracting Authority required by the Potential Bidder for the entire duration of the Concession Period.

c) The Financial Model

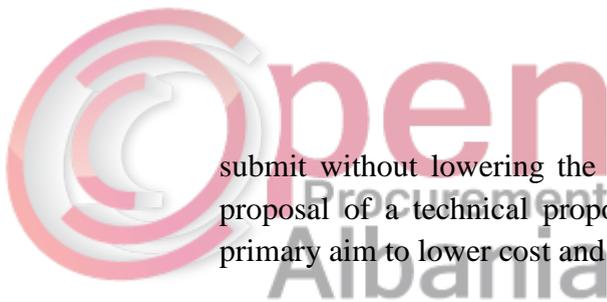
Potential Bidders shall submit a financial model in accordance with the requirements of the Appendix 21. The Successful Bidder's financial model which will be presented in Euro shall be audited and shall become the Financial Reference Model after the review and approval by the Contracting Authority. A basic format document is published, which should form part of the financial model of Potential Bidders.

For the purpose of the Euro / ALL exchange rate in their financial models, Potential Bidders shall use the Euro / ALL exchange rate of the Bank of Albania website at the date of publication of this procedure.

d) The Technical Bid

Every Bidder should prepare the Concept-Design /proposal (of Milot-Balldre road segment), Methodology and Work Programme (Graph) and prepare Manual/Plan for Maintenance Services, as specified below:

Every bidder during the Concept-Design (Conceptual) regarding the construction methodology referred in the layout/drawings/typical profiles given as an attachment, will



submit without lowering the quality and standard required, but without limitation, in the proposal of a technical proposal considering also the modification of elements with the primary aim to lower cost and improve/increase standard.

e) The development of the Concept-Design will be done in accordance with the road's Category and compliant with the legal provisions:

- Law No.8378/1998, “ Road Code of the Republic of Albania”;
- Law No 8308/1998: ”On Road Transport”;
- Law No 10431dated 09.06.2011: ”On Environmental protection”;
- Law No 10440 dated 07.07.2011; ”On environmental impact assessment” and its bylaws;
- Law No. 9048. dated 07.04.2003: "On cultural heritage";
- Law No. 107/2014:” On urban planning and development”;
- Law No.9734, dated 14.5.2007: ” On tourism”;
- Law No.8897, dated 16.5.2002: ” On the protection of air from pollution”;
- Law No. 8906, dated 6.6.2002: “On protected areas”and bylaws deriving from it.
- Law No.9142, dated 16.10.2003: ”For accession at the Convention of road signs and signals, Vienna, 8 November 1968 of the Republic of Albania:”
- DCM No.1214, dated 03.09.2008: “On approval of the Sectorial Strategy of Transport”;
- DCM No.897, dt 21.12.2011: “On approval of rules for the declaration of special conservation areas”;
- DCM No153/2000 to approve ‘the Regulation on the Road Code of the Republic of Albania;
- Guidance of the Ministry of Public Works and Transport No.9, dated 3.07.2012 “On auditing and inspection of the road safety” and “Guideline of the Auditing of road safety”;
- DCM No 125, dated 23.2.2011: “On the implementation of objectives to improve road safety”
- DCM No. 722, dated19.11.1998 “On approval of the urban planning regulation”(Ass amended)
- DCM No. 628, dated 15.07.2015: “On technical rules of road design and implementation”.
- DCM No. 629, dated 15.07.2015: “On the approval of technical manuals of priceds fro construction works and their technical analysis”

f) *Construction Works*, shall minimally include the following sections and content:

- The Methodology of the Execution of the construction Work, as per concept Design, developed by the potential Bidders.
- The Construction Working Programme based on the Concept Design, developed by the Potential Bidders.
- The Site's Plant and Machineries Capability statement;

g) *Health and safety*: the Concessionary's Policies regarding the protection of health and



Safety, set-up and responsibilities, the provisions for an office and one Security Officer (dedicated to accidents' prevention), staff trainings, requirements for low risk construction, risk assessment and risk management procedures, measures for the storage and processing of hazardous materials, medical and social care, facilities of site, procedures for extraordinary events, traffic management and speed reduction.

- Environmental and Social Management: (i) environmental policy (ii) procedures for negative impact mitigation (iii) monitoring Procedures, (iv) procedures for assessment and audit, and (v) procedures for consulting and informing the public.

gj) Plans/Manuals for Maintenance Services, shall minimally, include all the following sections and contain:

- Manual of the Quality Control, containing, the proposed Organization and responsibilities for Inspection, samples collection and testing for materials and works for the maintenance of the Milot–Balldre Road.

h) Health and Safety manual containing:

- Concessionaire's policy on health and life protection,
- organization and responsibilities,
- appointment of a security officer (accident prevention officer),
- staff training,
- requirements for safe construction,
- risk assessment and management procedures,
- measures for storage and handling of hazardous materials,
- facilities for medical and social care on the site,
- emergency procedures,
- traffic management and speed limitation

i) The maintenance manual with the following content:

- Alignment Procedures for the maintenance the Milot–Balldre Road,
- Detailed procedures for the maintenance the Milot–Balldre Road, specifically regarding
 - Traffic Management and permanent and temporary limitations on traffic;
 - Emergency procedures, including closing of lanes in cases of emergency situations (incidents, accidents, but not limited to) (The counterplan in case of emergencies);
 - Safe operation of the Road Milot–Balldre and the safety of the users and the work force of the concessionary and the permitted visitors on the road Milot–Balldre in accordance with the Manual of Health and Safety;
 - Details for regular reporting requirements,
- Directions for the maintenance of the Road Milot–Balldre, including structural and non-structural components, equipment and machinery;
- Procedure for the planning of works for the routine maintenance works and all

necessary repairs, including lane closures/restrictions planned with for the completion of these works

j) *Organization*: an organizational chart of the potential Bidder, including the main administrative units (technical – organizational staff), a brief description of key managerial and technical positions, names and key personnel experience records, and the approximate total staff numbers in the key organizational units.

k) *Traffic Control*: A general plan for traffic control and assistance to users, including emergency response and lane closures, staff estimates and other resource requirements.

l) *Maintenance*: a general plan for inspection and repair activities; Routine maintenance, including those for winter maintenance, including short descriptions of methods and techniques to be used, planning, control and reporting systems, performance monitoring and evaluation, estimation of personnel and other resource requirements.

ll) *Quality Assurance*: a description of the proposed approach to quality control including procedures, methods, personnel and other resources to ensure the quality of drafting of the implementation project, construction works and maintenance services in accordance with contractual requirements, including their environmental, health and safety aspects. The proposed systems shall meet the relevant ISO standards, even if ISO certification is not a requirement.

m) *Protection of health and life*: the Concessionaire's policy on health and life protection, organization and responsibilities, appointment of a security officer (accident prevention officer), staff training, requirements for safe construction, risk assessment and management procedures, storage and handling of hazardous materials, facilities for medical and social care on the site, emergency procedures, traffic management and speed limitation.

n) *Environmental and Social Management*: (i) environmental policies (ii) procedures for the mitigation of negative impacts, (iii) monitoring procedures, (iv) review and auditing procedures and (v) consultation and the informing of the public procedures.

8. DEADLINE AND VENUE FOR THE SUBMISSION OF BIDS

8.1 The deadline for the submission of bids expires on 14 September 2018 at 12.00

The Bidders or their representatives may be present in the opening of bids. The information communicated during the public opening of the bids submitted by electronic means shall be communicated to all those Economic Operators who have submitted bids, based on the definitions made in the Competitive Procedure Documents (CPD).

8.2 The bids shall be submitted in the following address: www.app.gov.al

9. SUBMISSION OF BIDS (LEGAL/TECHNICAL/FINANCIAL)

9.1 The bids shall be submitted in the following address: www.app.gov.al



9.2 The Bid shall contain the following documents:

- The Bid Form, completed in accordance with the attached template as Appendix 4 of CPD/ PPP.
- The Bid Security Form, completed in accordance with the attached template as Appendix 6 of the CPD/PPP.
- The Business plan
- Documents related to the object of concession/public private partnership facility (drawings, projects, etc.)
- The Decision of the relevant decision making bodies in the company
- The power of attorney signed by all members of the joint venture of economic operators in favor of the representatives (if the representative is not explicitly defined in the agreement establishing the joint venture of economic operators).
- The agreement of the joint venture of economic operators (if there are such participants).
- The legal documentation, fulfillment of technical-economic requirements, technical bid and financial bid as defined in the CPDs (Appendix 9).

The Commission evaluates the above documents submitted by economic operators for their compliance with the definitions of the CPDs.

9.3 Bid Security

Based on the Council of Ministers Decision no. 634, dated 1/10/2014 “On the approval of the rules for evaluation and concession/private public partnership of public works and services for the construction, operation, maintenance and rehabilitation of national roads”, as amended, each Potential Bidder will provide a Bid Security at the amount of 2% (two%) of the Project Value, provided as set out in paragraph 2.10 second sub - paragraph.

Bid Security will consist of a guarantee issued by a bank. Bid Security in the form set out in Appendix 6 (six), will be valid up 180 days after the Delivery Date.

The Contracting Authority reserves the right to request the extension of the Bid Security of the Successful Bidder up to the date of delivery of the contract security.

The Bid Security shall be submitted together with the Bid not later than the Delivery Date. Bids submitted without a Bid Security shall be rejected by the Concession Commission and the Contracting Authority.

The Bid Security covering a Bid submitted by a Joint Venture and /or Consortium will be in relation to the Joint Venture and /or Consortium as a whole and on behalf of each consortium member.

The Contracting Authority shall return the Bid Security of unsuccessful Potential Bidders as soon as possible, but not later than 30 (thirty) calendar days after the Bid Security validity period expires

The Contracting Authority shall return the Successful Bidder's Bid Security upon receipt of the Contract Security.

The Bid Security may be held by the Contracting Authority only in the following circumstances:



- a Potential Bidder withdraws its Bid during the Bid Validity Period;
- the Successful Bidder does not provide the Contract Security and/or does not sign the Concession Contract within the deadlines specified in the Notification of the Successful Bidder Declaration.
- a Potential Bidder has offered or has endeavored to provide any type of bribe to employees of the Contracting Authority who are related to the Project;
- a Potential Bidder has made false statements in its bid;
- the Successful Bidder fails to make payments within the period specified by the Contracting Authority.

9.4 The Bid Security shall be submitted according to the definitions made at the CPD.

9.5 The Bid Security Form must be signed by the Issuer (the Bank) and must be submitted before the bids' opening, otherwise the bid will be rejected.

9.6 The Bid Security must be valid throughout the validity period of the Bid. The Contracting Authority may request, on a case-by-case basis, the extension of the period of validity of the Bid Security. The Contracting Authority shall return to the Bidders the relevant Bid Security within 30 days from the signing of the contract.

9.7 The decision by the relevant leading body of the company (ies) shall contain at least:

- a) The confirmation for participation in the competitive procedure and submission of the financial bid;
- b) Full power authorization of the person submitting and signing the bid.

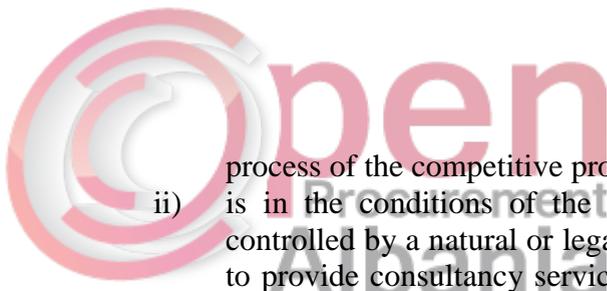
Period of Bid Validity

9.8 Bids shall be valid for 180 days from the expiry date of the deadline for bids submission. The period of bid validity starts from the expiry of the deadline for submission of bids. As long as the time of the bids' validity has not expired, the Contracting Authority may require the Bidders to extend the validity period to a specified date. The Bidder agreeing to extend the Bid Validity Period and notify the Contracting Authority in writing shall extend the Bid Validity Period and submit an Extended Bid Security. The Bid cannot be modified. If the Bidder fails to respond to a request made by the Contracting Authority regarding the extension of the bid validity period, or does not extend the validity period, or fails to submit an Extended Bid Security, then it shall be considered that the bidder has rejected the request of the Contracting Authority. In this case, the Contracting Authority shall reject the bid.

9.9 Unlawful actions

In accordance with the legislation on the prevention of the conflict of interest and ethics in public administration, the Contracting Authority shall reject a Bid, if the Bidder who submitted it:

- i) has given or intends to give any current or former employee of the Contracting Authority a gift in money or any other form as an incentive to influence an action or decision or the



- process of the competitive procedure: and/or;
- ii) is in the conditions of the conflict of interest in this procedure, such as a bidder is controlled by a natural or legal person who has been charged by the Contracting Authority to provide consultancy services during the preparation of projects, specifications or other documents related to the competitive procedure or has links with the members of the Bid Evaluation Commission.
 - iii) has submitted false documents/information related to the requirements set forth in the Standard Documents of the Competitive Procedure, The Contracting Authority shall inform in writing the bidder and the Public Procurement Agency about the refusal of the bid and the reasons for such refusal, and shall make a clear note in the report on the competition procedure.

9.10 Confidentiality

9.10.1 Bid Confidentiality

Any material, document, act or written statement containing any information shall be considered confidential if it:

- is a secret to its very nature;
- is defined that it is confidential.

Regardless of the above stated, Potential Bidders should clearly identify any document or information they wish to remain confidential by completing the form as provided in Annex 7 (Seven) “List of Confidential Information”.

Any discussion, communication or negotiation between the Contracting Authority and the Potential Bidder shall remain confidential. Unless required by law, court decision or call for proposal, no party can disclose technical information, price information or any other information related to the Competitive Procedure without receiving prior approval thereof.

The Contracting Authority shall not violate the obligations to maintain confidentiality with respect to a potential Bidder in cases where the data:

- are given by the Contracting Authority to its employees, advisers or subcontractors solely in connection with the Competitive Procedure or for the purpose of preparing or managing any contract.
- are given to the Contracting Authority's staff to enable the effective management and control of the Competitive Procedure;
- are issued by the Concession Commission to enable Bid Evaluation;
- are issued by the Contracting Authority in response to a request from a committee of the Albanian Parliament;
- are issued by the Contracting Authority within the Government of Albania or for a Directorate or Government Agency in accordance with the legitimate interests of the Government of Albania and the Contracting Authority;

9.10.2 Confidentiality of information of the Contracting Authority

Information provided by the Contracting Authority to Potential Bidders shall be handled as confidential by the Potential Bidder, its representatives and consultants.

Bidders must ensure that their employers, subcontractors and consultants will not publish or communicate data obtained during the preparation of the Bid by the Contracting Authority, the Concession Commission or any third party unless permitted by the Contracting Authority.

The Contracting Authority may require that all written information (whether confidential or not, and notwithstanding the manner in which this information has been provided to Potential Bidders) provided to the potential Bidders:

- is returned to the Contracting Authority - a case in which all such information will be immediately returned by the Potential Bidder to the address identified by the Contracting Authority; or
- is destroyed by the Potential Bidder - a case in which potential Bidders will be required to immediately destroy any such information and provide the Contracting Authority with written evidence of such destruction.

9.10.3 Use of Bid Documents

All Bids shall become the property of the Contracting Authority.

Notwithstanding the foregoing and without prejudice to any subsequent agreements signed between the Contracting Authority and any potential Bidder, the ownership of intellectual property rights with respect to the information contained in the Bid shall remain unchanged.

The Contracting Authority may use the information contained in any proposal or data provided by a Potential Bidder for the purposes of the Competitive Procedure (including the preparation or management of any contract or agreement).

The Contracting Authority will treat Potential Bidders equally during the Competitive Procedure regarding the confidentiality and information provided by them.

9.11 Clear reference and compliance

Potential Bidders should include in each document a clear reference on the relevant page and paragraph of the Documents of the Competitive Procedure.

Each Bid must comply with all the requirements of the Documents of the Competitive Procedure

9.12 Safety, integrity and other controls

The Contracting Authority may conduct a reasonable investigation or similar procedure it deems necessary to examine the integrity and the financing related to any Bid or Bidder.

If required, a Bidder shall promptly provide any information or assistance from the Contracting Authority in order for any necessary investigation to be carried out. The Contracting Authority has the right to exclude any Bid from further evaluation if a Bidder does not provide the required information or reasonable assistance to the Contracting Authority.



The Concession Commission will have the right to question Bidders independently on any matter it considers relevant to the Bid Evaluation.

9.13 Subcontracting

The contracting authority allows subcontracting to realize a part of the contract. In no case, contractors can assign the contract to third parties.

Upon submission of bids, bidders must declare the works / services / goods or a part of them that they intend to subcontract, in the event they are considered successful bidder, as well as the name of the subcontractor.

Prior to the conclusion of the contract, the successful Bidder must submit to the contracting authority a notarized copy of the subcontracting agreement and proof of the qualifications and technical requirements of the subcontractor, in such a way that the contracting authority may approve the subcontracting.

The Commission does not qualify the bidder for a competitive procedure when it has information that it is or it has been convicted by a final court decision for any of the following offenses:

- a) participation in a criminal organization;
- b) corruption;
- c) fraud;
- ç) money laundering, terrorist acts;
- d) forgery.

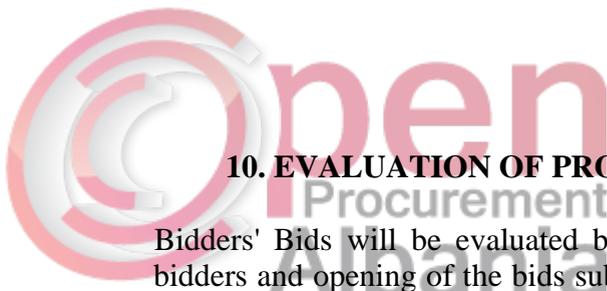
Any candidate or bidder shall be excluded from a competitive procedure in the cases when:

- a. it has been bankrupt and its capital is under execution process by bailiffs;
- b. is subject to bankruptcy filing procedures and has a forced liquidation order or court administration or has an agreement with creditors or any other similar procedure;
- c. has been sentenced by a final court decision for acts related to professional activity;
- d. has not fulfilled the obligations for the payment of social security contributions, in accordance with Albanian legislation or with the applicable provisions in the country of origin;
- e. has not met the obligations for the payment of taxes, in accordance with Albanian legislation or with the applicable provisions in the country of origin;
- f. is guilty of giving false information, or has refused to provide such information or documents or any part thereof.

The Commission accepts as sufficient evidence to avoid the exclusion of candidates or bidders in the cases provided for in the above items, the following documents:

- a. a certificate from the court file or, failing to provide this, an equivalent document issued by a competent judicial or administrative authority certifying that there are no such matters.
- b. a certificate issued by the competent body certifying that there are no such matters.

Subcontractors must possess technical qualifications for the part of the work and the services it will perform or for the goods to be supplied.



10. EVALUATION OF PROPOSALS

Bidders' Bids will be evaluated by the Concession Commission. The Commission identifies bidders and opening of the bids submitted on the PPA website after the deadline for submitting bids.

The Bids shall be evaluated in accordance with the criteria set out in Appendix 9 and DPC. In the case when only one bid is submitted according to the requirements, the Concession Commission will however be entitled to review that Bid in accordance with these Documents of the Competitive Procedure.

The Concession Commission has been established under the order of the official of the Contracting Authority in accordance with the Council of Ministers Decision no. 634, dated 1/10/2014 “On the approval of the rules for evaluation and granting with concession/private public partnership of public works and services for the construction, maintenance and rehabilitation of national roads”, as amended. The Concession Commission, after the evaluation of the bids and their classification will prepare a summary report for the Head of the Contracting Authority at the end of their classification process.

The deadline available to the Contracting Authority for the results of the classification shall be no more than 60 days.

11. ELIGIBILITY AND EVALUATION CRITERIA

11.1. Eligibility Criteria

Bids shall be Qualified referring to the Legal, Technical and Financial Criteria set forth in the Competitive Procedure Documents:

Bids shall be Qualified on a Pass/Fail basis.

The Commission shall only evaluate the Bids that meet the eligibility criteria.

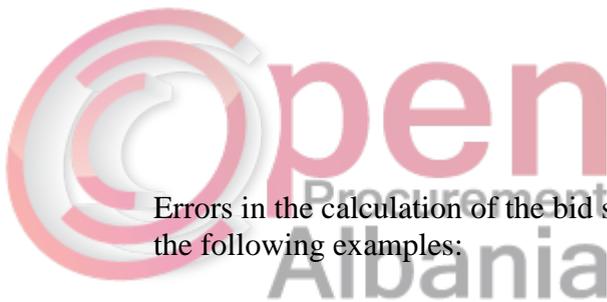
11.2 Evaluation process

The bid evaluation process shall be carried out according to the evaluation criteria (Appendix 9). The Bid Evaluation Commission and the Contracting Authority reserve the right to exclude a bid from the evaluation process if they find that the Bid is incomplete or does not comply with the Competitive Procedure Requirements, or has received the minimum technical points according to the definitions set forth in these Documents.

The bidder who has received most points in the bid evaluation shall be invited for negotiation and contract award.

11.3 Correction of errors and parts removed

The Contracting Authority corrects those Bid / Proposal errors that are merely of an arithmetical nature, if the error is discovered during the review of bids / proposals. The Contracting Authority shall notify the concerned Bidder with a written/electronic notice of any such correction and may continue to alter the error provided that the Bidder has approved such communication. If the Bidder refuses to accept the proposed correction, then the Bid / Proposal shall be rejected by seizing the Bid Security.



Errors in the calculation of the bid shall be corrected by the Contracting Authority, according to the following examples:

- a) in the event that there is a discrepancy between the sums expressed in figures and those in words, then the sums expressed in words shall prevail, unless the amount in question relates to an arithmetic error,
- b) if there is a discrepancy between the unit price and the total value obtained by multiplying the unit price and quantity, then, the unit price shall be given the priority, and the total amount should be corrected,
- c) if there is an error in a total amount corresponding to the adding and deducting of subtotals, then, the sub-total shall have priority and the total must be corrected

The amounts so corrected are mandatory for the Bidder. If the Bidder does not accept them, then his bid shall be rejected and the bid guarantee shall be held. Refusal of error corrections shall be considered by the Contracting Authority as a withdrawal of the bid. Arithmetical error bids are rejected when the absolute amounts of all corrections are less than or more than 2% of the value of the offered economic bid.

12. THE COMPLAINT PROCEDURE

A Bidder may request an administrative review of the evaluation process if he considers that an action taken by the Concession Commission or the Contracting Authority is in contravention of the provisions of the Concession Legislation or other applicable legislation.

Pursuant to Article 32 of the Decision of the Council of Ministers No. 634, dated 01/10/2014 "On the Approval of the Rules for the Evaluation and Granting by Concession / Public Private Partnership of Public Works and Services for the Construction, Operation, Maintenance and Rehabilitation of National Roads", as amended:

- 12.1 A Bidder has the right to request an administrative review of the Bid Evaluation Process if it considers that an action taken by the Concession /public private partnership commission or the contracting authority is in contravention of the provisions of this decision.
- 12.2 A bidder has the right to appeal to the Public Procurement Commission within 10 calendar days from the date of publication of the successful bidder and the ranking of the bidders by the Contracting Authority.
- 12.3 Any complaint to the Public Procurement Commission shall be made in the appropriate form, indicating the name and address of the claimant, the reference of the relevant procedure, the legal basis and a description of the violation.
- 12.4 Any complaint shall be accompanied by an advance payment of 10% of the bid guarantee value. In the event that this advanced payment is not made, the Public Procurement Commission may refuse to initiate administrative investigation. The advance payment shall be returned to the claimant if the complaint is accepted. If the appeal is not successful, the advance payment shall be retained by the government of Albania on the account of the state budget.
- 12.5 Upon receipt of the complaint, the Public Procurement Commission shall make a decision to suspend or not the tender procedure in order to initiate the administrative investigation procedures and notify the Contracting Authority within 7 calendar days.
- 12.6 The Public Procurement Commission shall not suspend the tender procedure if:
 - b) the preliminary review of the complaint decides that it is not legally due; or
 - c) the suspension is against the public interest.
- 12.7 Before entering into the concession phase, the Public Procurement Commission has the right to:
 - a) completely or partially repeal the decisions or acts of the contracting authority;
 - b) order the contracting authority to fix the violations before proceeding further with the tender procedure.
- 12.8 The Public Procurement Commission shall make the decision within 30 calendar days of receipt of the complaint and shall notify the claimant and the Contracting Authority of the decision. The claimant has the right to appeal the decision of the Public Procurement Commission on administrative grounds to a competent court within 30 calendar days of the announcement of the decision. The tender procedure shall not be suspended during the appeal being reviewed by the court.

13. CONTRACT SIGNING

The Autoriteti Contracting Authority notifies the Bidder the bid of which has been selected as the best by sending the notice of the Winning Award as provided in Appendix 15. A copy of this notice shall be published in the Bulletin of Public Notices, as required in Appendix 18.

Contract performance security: The Contracting Authority requires security for the execution of the contract. The contract security amount in each contractual year shall be 10% of the cost of the execution of the works for that contractual year. The Contract Security Form which is attached as Appendix 19 to the CPDs, must be signed and submitted before signing the contract. The contract performance security to be delivered must be in the form of an unconditional bank guarantee.

In accordance with Appendix 18, after signing the contract, the Contracting Authority sends a notice for Publication in the Bulletin of Public Notices.

13.1. The signing of the Concession Contract

13.1.1. There shall be no negotiations between the successful Bidder and the Contracting Authority with respect to the material terms of the concession contract, unless such terms are specified by the Contracting Authority as being negotiable in the call for proposals before the deadline for the submission of the contract.

13.1.2. The Concession Contract shall be amended to the extent required to: (i) reflect the Bid of the Successful Bidder and the amendments required to address the subsequent changes; (ii) complete any gap; (iii) correct errors, obliterations and omissions.

13.1.3. Upon completion of the evaluation procedure and notification of the assignment of the Successful Bidder, the Contracting Authority shall set a deadline for the execution of the Concession Contract that is foreseen to be no later than 60 (sixty) calendar days from the issuance of the concerned decision. This deadline may be extended by judgment and decision of the Contracting Authority.

13.1.4. The Successful Bidder shall be engaged in the submission of his Bid that, if it is designated as a Successful Bidder, shall include a Special Purpose Entity ("SPE") in accordance with the Albanian legislation to be approved by the Contracting Authority for the implementation of the Project, which shall enter into an agreement for the transfer of rights and liabilities in accordance with the Albanian legislation with the Successful Bidder in respect of the Concession Contract and shall assume all the rights and liabilities of the Successful Bidder as if SPE was initially the Successful Bidder and concluded the Concession Contract.

13.2. Unsuccessful Negotiations with the First Successful Bidder

13.2.1. Pursuant to Article 34 paragraph 4, of the Decision of the Council of Ministers, No.634, dated 1/10/2014, as amended, in cases when the Contracting Authority decides that the negotiations with the First Successful Bidder shall not be completed by the signing of the Concession Contract, then the Contracting Authority may invite in negotiation the Qualified Bidder listed the second, and if it fails to reach an agreement with the second Qualified Bidder, then it invites the Qualified Bidder listed the third and so on.

13.2.2. The Contracting Authority may in absolute discretion refuse to enter into negotiations with any or all of the remaining Qualified Bidders in the event that the Negotiations fail with the first Successful Bidder and the first Successful Bidder does not execute the Concession Contract.



13.2.3. The Concession Contract/PPP shall enter into force upon approval by the Council of Ministers.



Appendix 1 (not applicable for the open procedure)

FORM FOR SUBMISSION OF THE CALL FOR PRE-QUALIFICATION



Appendix 2

(not applicable for the open procedure)

CALL FOR PROPOSAL

Appendix 3

Bid Declaration Form

Ref: [] Date: []
To: Ministry of Infrastructure and Energy of the Republic of Albania.

Brief Description of Project: Milot–Balldre Road Concession / PPP Project

Referring to the aforementioned Bidding Procedure, we, the undersigned, declare that:

1. having reviewed the Bidding Procedure Documents, we accept without reservation the requirements, terms and conditions stated in the Bidding Procedure Documents;
2. we meet all the legal, economic, financial and technical requirements stated in the Competitive Procedure Documents;
3. our bid is valid for the period stated in the Competitive Procedure Documents;
4. if our offer is accepted we shall provide a Contract Security in accordance with the Competitive Procedure Documents;
5. we shall not participate as a Potential Bidder in more than one Bid for this Project;
6. we authorize the Contracting Authority to verify the information and documents attached to this Bid;
7. we agree to sign the Concession Contract in the form of a draft Concession Contract (as regulated in accordance with the Competitive Procedure Documents) if we are the Successful Bidder;
8. we understand that you may cancel the Bidding Process at any time, that you are not required to accept any Bid that you may receive and that you invite Potential Bidders to bid for the Project without assuming any responsibility to the Potential Bidders, in accordance with the Competitive Procedure Documents. We acknowledge and understand that the Offer is subject to the provisions of the Competitive Procedure Documents. In no case shall we have any claim or right of any kind if the Concession is not granted to us.

Representative
Signature Seal

FINANCIAL BID FORM

To: Ministry of Infrastructure and Energy

Subject: Offer of the company/Joint Venture for the procedure of Milot–Balldre Road Concession / PPP Project

Date: ____ . ____ . ____

The requested offer format is as per the table below:

No.	Criteria	Reference/Offered Value
1	Technical proposal for road construction and maintenance.	
	a) Concept-Design	
	b) Method Statements	
	c) Operational Plan of Maintenance	
	d) Temporary road Signs and health & Safety at the site	
2	Environmental Impact	
3	Social Impact	
4	Interest of Own Capital	
5	Time for Completion of the Works	
6	Financial Bid a) Total construction cost b) Total maintenance cost	

Signature and Stamp of the Bidder



Appendix 5

TECHNICAL PROPOSAL FORM

Ref: [] Date: []

To: Ministry of Infrastructure and Energy of the Republic of Albania.

Bidding Procedure:

Brief Description of the Concession / PPP:

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

After reviewing the Competitive Procedure Documents, as part of our Technical Proposal we present as follows:

.....

....

Representative
Signature
Seal



Appendix 6
[Letter from the Bank]
BID SECURITY FORM

Offer Guarantee

Ref. no. _____

Date []

Beneficiary: Ministry of Infrastructure and Energy of the Republic of Albania.

We have been informed that (hereinafter referred to as the "Bidder") is required by ju to submit to the Contracting Authority a Bid Guarantee amounting to *[amount in figures and words]* as a condition for allowing the Bidder to participate in the Tender of the Ministry of Infrastructure and Energy of the Republic of Albania regarding the Concession / PPP Project of **Milot-Balldre Road**.

We, [Name of Bank], undertake in an irrevocable manner to pay to you an amount not exceeding [amount and currency in words and figures], irrespective of any objection by the Bidder, within 15 (fifteen) days after the receipt from us of your first written request made in accordance with the request procedure detailed below.

Your application must be received by us with or before [insert expiration date] and must be accompanied by or include your statement as follows:

"We certify that the required amount is payable because the [name of the bidder] does not meet its obligations in accordance with the terms and conditions of the bid No. [insert number]"

Any application under this Guarantee must be filed in the following manner:

- I. by letter, with the signature (s) in the legalized application by your bank
- II. from your banker with swift / tested telex, or other well-known authenticated tele-transmission tools.

An application filed by fax will not be accepted.

Any application and statement made in accordance with the above application procedure will be accepted as compelling evidence that the claimed amount is payable to you under this Guarantee.

Always provided that:

1. Our liability in this Guarantee is limited to a total amount not exceeding [insert coins and values in words and figures]
2. This Guarantee will expire on _____ and any application and statement must be received by us at this office in accordance with the above application procedure on or before this date, after which it will become invalid if it is returned with us or not.

This Guarantee is personal and is not transferable or cannot be transferred.

This Guarantee is subject to the Uniform Rules on Demand Guarantees, ICC Publication No.758

Signature and seal of the Bank

Appendix 7

LIST OF CONFIDENTIAL INFORMATION

(Note down the information you wish to remain confidential)

The type and nature of the information that should remain confidential	Number of pages and clauses of DSK / PPP you want to remain confidential	The reasons why this information should remain confidential	The term that this information should remain confidential

Appendix 8

[Appendix to be completed by the Economic Operator]

STATEMENT

On the conflict of interest

Statement of the economic operator participating in the procedure of concession / public private partnership which shall take place on _____ by the Contracting Authority with object _____.

Conflict of interest is a situation of conflict between public duty and private interests of an official, in which he has private direct or indirect interests which affect, might affect or appear to affect the unfair performance of his public duties and responsibilities.

Pursuant to Article 21 paragraph 1 of the Law no. 9367, dated 7.4.2005, the categories of officials set out in Chapter III, Section II, that are absolutely prohibited to benefit directly or indirectly from entering into contracts with a party of a public institution are:

- The President of the Republic, the Prime Minister, the Deputy Prime Minister, ministers, or vice ministers, Members of Parliament, judges of the Constitutional Court, judges of the Supreme Court, the President of the High State Attorney General, the Ombudsman, members of the Central Election Commission, the Member of the High Council of Justice, or the Inspector General of the High Inspectorate for the Declaration and Audit of Assets, Members of Regulatory Bodies (Council of Supervision of the Bank of Albania, including the Governor and Deputy / Governor, of the competition, telecommunications, energy; water supply; insurance; securities; media), Secretaries General of the central institutions as well as any other official in every public institution, at least equivalent to the position of general managers, the heads of public administration institutions that are not part of the civil service

For middle level management officers under Article 31, and for officers provided for in Article 32 of Chapter III, Section 2 of this Law, the prohibition referred to in paragraph 1 of this Article, due to the private interests of the official, as defined in this point applies only to the conclusion of contracts in the area of territory and the jurisdiction of the institution where the official works. This ban applies even when the party is a subordinated institution.

When the official is the mayor or the deputy mayor of the municipality or county council, a member of the respective council or is a high-level management official of a unit of local government, the prohibition because of the private interests of the official, set forth in this paragraph, shall apply only to the conclusion of contracts, where appropriate, with the municipality, commune or region, where the official exercises its functions. This prohibition applies where a party to the contract is also a public institution, depending on this unit (article 21, paragraph 2 of 9367 dated 7.4.2005).

The prohibitions set out in Article 21, paragraph 1.2 of the Law no. 9367, dated 7.4.2005, with the relevant exceptions, apply to the same extent also to persons related to the official, who in the meaning of this law are the **husband/ wife, adult children or parents of the official and those of his / her spouse**



I, the undersigned _____, as the representative of the legal entity _____ declare under my personal responsibility that:

I am aware of the requirements and prohibitions laid down in 9367, dated 07.04.2005 "On the prevention of conflicts of interest in exercising public functions" as amended and in the regulations issued pursuant to it by the High Inspectorate of Declaration and Audit of Assets and the Law no. 125/2013 "On Concessions / Public Private Partnership".

Accordingly, I declare that no official as defined in **Chapter III, Section II** of the Law no. 9367, dated 7.4.2005, and in this statement, has any private interests, directly or indirectly, with the legal person I represent.

Date of statement submission

Name, Surname, Signature

Seal

Appendix 9

[Appendix to be completed by the Contracting Authority]

I. GENERAL ADMISSION/QUALIFICATION REQUIREMENTS

1. A document certifying that (your subject):

- a. is not under bankruptcy,
- b. has not been convicted of a criminal offense, in accordance with Article 45/1 of PPL,
- c. has not been convicted by a final court decision, related to its professional activity.

The above requests are completed by submitting the Business Registry Extract for the Data of the Subject, the Historical Extract of the Subject issued by the National Center of Business, and the self-declaration of the subject, according to Appendix 10 "Statement on the Judicial Status".

2. A document certifying that your subject:

- a) has met its fiscal obligations,
- b) has paid all social security obligations, issued by the Tax Administration.

General Admission criteria should not be changed by the contracting authorities. These criteria (1.2 points) must be certified through the documents issued not earlier than (3) three months from the date of the bid opening.

3. The economic operator must be registered in the relevant business registers of the state in which it is established, demonstrating their legal personality, for this, applicants must submit a copy of the extract.

The candidate / foreign bidder must prove that he meets all the requirements listed above. If the documents are not issued in their country of origin, it is sufficient to submit a written statement. If the language used in the procedure is Albanian, then the documents in foreign languages must be accompanied by a certified translation in Albanian. In the case of joint venture of economic operators, each member of the group must submit the above mentioned documents.

Furthermore, if the bid is submitted by a consortium, there must be submitted:

- a) The notarized agreement under which the joint venture of economic operators is officially established;
- b) The Special Power of Attorney
- c) The decision of the decision-making bodies of the company or the Joint Venture of the Companies and / or the Consortium

II. SPECIAL QUALIFICATION CRITERIA

1. In order to certify that the economic operators are qualified, the bidder shall submit:
 - a. Bid security, (if applicable) according to Appendix no 6;
 - b. Fulfilment of technical specifications according to Appendix 11;
 - c. The Declaration on the Conflict of Interests according to Appendix 8;
 - ç. The Bid Declaration Form duly completed and signed, according to Appendix 3
 - e. The Financial Bid Form according to Appendix 4;
 - f. Confirmation affirming the settlement of all matured electricity obligations of the energy contracts for all objects where the bidder operates, according the commercial extract. Non-payment of electricity obligations is a cause for disqualification of the economic operator, unless it turns out that unpaid electricity charges, as confirmed in the certificate issued by the supplier, are filed with the Court. The electricity supplier is obliged to issue this certificate no later than 5 days from the date of filing the request by the Economic Operator. This criterion is not applicable for foreign bidders.

2. To prove that the economic operators have been qualified, the bidder shall submit:
 - 2.1 The legal capacity of the economic operator,**

According to subclause 1”General Qualification Criteria”

The foreign bidder (a company registered outside the territory of Albania) must prove that it meets all the requirements listed above. If the above-mentioned documents are not issued in the country of origin of the Bidder, they shall be accepted in the form of a written statement, under the responsibility of the Bidder. Regarding the declaration of non-issuance of these certificates by institutions of the State of origin, bidders must submit a certificate from the Chamber of Commerce of the country of origin - evidencing the fact that any or all of the required certificates are not issued by any responsible public institution.

As the case may be, the Contracting Authority will investigate whether these certificates are issued or not by the relevant institutions in the country of origin and if it finds that in the country of origin there is an institution which may issue such a certificate submitted by the bidder Foreigners in the form of self- declaration then the Commission will consider the document itself to be declared void.

In cases where the economic operator is a member of a holding company, it may use the financial and technical capacity of the latter or any of the other members of the latter, which will have to be expressed by a decision of the decision-making bodies set out in its statute. In the case of the requirements of appendix 10, they shall be filled by both the participating economic operator and the member of the holding company whose capacities the economic operator will use.

In the case of joint venture of companies, as well as in the case set out above, the requirements of appendix 10 are binding on each of the members of this joint venture to the extent of the joint venture agreement between the economic operators.

Legalization of the documentation

Dokuments secured outside the territory of Albania by foreign legal entities should be legalised



in order to have legal value. The documentation submitted by the companies that are registered in the member states of the Hague Convention (October 5, 1961) must contain the apostille stamp in accordance with law no. 9060, dated 8.5.2003 "On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents ".

Joint Venture of Companies

Economic Operators can bid alone or create economic operator groups and bid as a single candidate. In the case of joint ventures of groups of economic operators, the contracting authority shall require a special legal form of the joint venture of the companies for the purpose of submitting a bid or a request for participation.

The bid may be submitted by a group of economic operators, one of whom represents others during the procedure and, in case of selection, also during the performance of the contract. In the bid must be determined the part of the works and the services to be performed by each of the members of this group.

Prior to the submission of a bid, the joint venture of operators must formally submit a copy of the consortium agreement signed by all its members, notarized in front of a notary, where it is specified the group representative, the percentage of work / service participation and the concrete elements to be performed by each of the members of this group.

After the establishment of the joint venture of economic operators, the members of the latter shall, present officially the power of attorney for their representative for the submission of the bid. This written agreement and power of attorney must be sent together with the qualifications and the economic bid, which must be signed by the representative. The Representative must also make the Bid Security, specifying the participation in the procedure on behalf of the Economic Operators Joint Venture.

If the joint venture of economic operators is declared winner, the contract must be signed by each of the members of this union, unless otherwise required in the tender documents.

Each economic operator must meet the legal requirements provided for in the legislation in force and those set out in the competitive procedure documents.

“The Economic, financial, professional and technical requirements must be met by the whole group, taken together.

The economic operator, a member of a joint venture, cannot simultaneously submit individual offers.

The joint venture of economic operators does not change after the submission of the bid and before the announcement of the successful bidder, otherwise its bid is refused.

In case of bankruptcy of the representative of the joint venture of economic operators or in other circumstances, interrupting its activity during the performance of the contract, the Contracting Authority may continue the contract with another economic operator, designated as the group representative and proposed by the other non-representative members, provided that he possesses legal, economic, financial and technical capacity to execute the contract; otherwise, the contracting authority may withdraw from the contract. If these circumstances occur to the other economic operator, if the group representative fails to appoint a substitute, then the obligations of the failed economic operator may be assumed by the representative or another member of the group, provided that he or she meets the requirements.

2.2 Financial and economic capacity:

- 2.2.1 The Bidder shall submit consolidated balance sheets and financial statements, audited by chartered accountants, for the last five (5) full financial years;
- 2.2.2 The Bidder shall prove through the audited financial statements of the last 5 (five) years, accepted by the Contracting Authority, that he has had a positive economic activity, that shows long – term financial sustainability.
- 2.2.3 The Bidder must have had cumulative turnover of the last 5 (five) years at least as much as 30% of the construction value of the Project (VAT excluded);

The Bidder shall necessarily prove that it has sufficient financial capacities to carry out this project.

In order to verify the fulfilment of this condition, the Bidder shall submit certificate that has sufficient funds, liquidity or other financial means standing of not less than 5% of the construction cost, for the realization of this project, issued not prior than 5 (five) days from the date of the opening of the bids.

- 3 The economic operator shall submit a business plan for the entire duration of the project; The Business Plan Structure should contain at least the following indicators:
 - (i) Total costs of the project (Construction design and maintenance cost):
Note: Item of VAT to be submitted separately.
 - (ii) Investment financing method (Funding sources):
 - % of the project amount will be funded by the company Equity;
 - % of the project amount will be funded by outside funds.
 - (iii) Terms and the schedule of loan repayment:
 - Repayment period;
 - Interest rate;
 - Commencing time of loan repayment.
 - (iv) Operational costs (Annual expenses to be incurred for the performance of the activity):
 - Cost of maintenance;
 - Personnel costs;
 - Annual amortization.
 - (v) Revenues: Based on the above indicators, the Bidder shall compile as follows:
 - “Revenue and Expenditure” statement,
 - The “Cash - Flow” statement.
 - (vi) The economic viability of the project will be reflected by these indicators of financial performance:
 - Indicators of NPV ; (Net Present Value);
 - (vii) Internal Rate of Return of the project (IRR);
 - (viii) The Investment Payback period;
 - (ix) Project schedule

2.3 Technical capacity:

The evaluation of the technical capacity of the Economic Operator will be carried out based on the following documents:

2.3.1 Similar works:

- Projects of the same nature / similarity realized / in process of realization during the last 5 (five) years of the economic operator's activity in the role of the Leading Contractor or the Leader in the case of a joint venture of operators whose multiplier is not less than 25 % of the cost of construction offered. The fulfillment of this criterion will be verified by submitting the documentation as follows:

- a. When the project of the same nature has been realized with state institutions, the Economic Operator shall certify by presenting the signed Contract with the institution, accompanied by the certificate issued by the State Institution for the successful realization of this contract.
- b. When a project of the same nature is carried out with private entities, the Economic Operator will certify this service by submitting a contract signed with the private entities accompanied by the corresponding sales tax invoice.
- c. When the project of the same nature is in the process of being realized with state institutions, the Economic Operator will certify by presenting the Contract signed with the institution, partial estimation/ payment certificates issued by the State Institution and VAT Invoice for the implementation of these contracts for the period from the date of signing the contract until the end of year 2017. Only the contracts that are realized in the amount of 50% will be considered.
- d. When a project of the same nature is in process of realization with private entities, the economic operator shall certify this service by presenting the contract signed with the private entities associated with the partial cost estimation and the relevant tax invoice of sales for the period from the date of the contract signing up to at the end of 2017.

- Similar Works, will be considered those projects which all together based on their complexity and characteristics of the Works for this Project must fulfill at least the following main activities:

Similar projects	Earth and rock excavation (m³/5 years) yrs.2013-2017	Road Filling embankment (m³/5 years) yrs.2013-2017	Road Layers Sub-base and base layer (m³/5 years) yrs. 2013-2017	Concrete Pouring of different classes (m³/5 years) yrs.2013-2017	Asphalt & Binder (ton/ 5 years) yrs.2013-2017
	1,600,000	230,000	200,000	40,000	100,000

The Bidder must have performed works and services similar to the subject of the Competitive Procedure which have been successfully implemented or finalized in the last 10 years, not less than 45 km, of which at least 35 km have been realized in the last 5 (five) years in no more than 3 contracts.

To certify the fulfillment of this condition, the Economic Operator, should submit the project data as below:

Use a separate sheet for each contract.

1.	<i>Object of the contract</i>
	<i>Country where the contract was implemented</i>

2.	<i>Name of the client</i>
	<i>Address of the client</i>
4.	<i>Nature of contract and special details that briefly describe the works performed</i>
5.	<i>Contractor's role (general contractor, Lead Partner in a joint venture of economic operators, partner in a Joint venture of economic operators, subcontractor, etc.)</i>
6.	<i>Value of the contract//partner's share/subcontract:</i>
	<i>Contract currency : [insert value]</i>
	<i>Equivalent value in Euro : [insert value]</i>
7.	<i>Date of award:</i>
8.	<i>Date of completion</i>
9.	<i>Contract duration</i>
10.	<i>Specific volumes: according to paragraph 2.3.1.1</i>

2.3.2 The Economic Operator should notify the Contracting Authority of this competitive procedure for all the contracts that the Economic Operator has signed (until the opening of the competitive procedure) or is in the process of signing them. In the event that the Economic Operator is a Joint Venture, this applies to any member of the JV.

2.3.3 The economic operator shall submit a valid Professional License for the following categories related to the execution of the contract works:

- 1 NP-1-G Soil Excavation
- 2 NP-2-F Civil and industrial constructions
- 3 NP-4-G Roads, highways, overpasses, railways, tramline, underground, airport runway
- 4 NP-5-G Underground workings, bridges and art works.
- 5 NP-8-D Sea works and dredging
- 6 NP-9-E River works and protection of hydrological systems and land improvement
- 7 NP-11-F Construction of substations, transformer cabins, high and medium voltage lines and power distribution
- 8 NP-12-F Environmental engineering works
- 9 NS-1-E Works of demolishing the construction
- 10 NS-5-D Plants of traffic lighting signals
- 11 NS-6-D Road non-lighting signaling
- 12 NS-7-D Road barriers and protection
- 13 NS-8-E Construction of precast concrete, metal and wooden structures
- 14 NS-9-E Special structural works
- 15 NS-10-G Layers and special structures
- 16 NS-13-C Equipment of phone lines and telecommunications
- 17 NS-18-B Topographic - geodesic works
- 18 NS-19-C Accoustic barriers for infrastructure
- 19 NS-20-D Geologic-engineering drilling, wells and drillings for water

Economic operators must have the necessary licenses for the design and implementation of the works. For this, they shall present the company's respective license based on the new format approved by the Council of Ministers Decision No. 42 date.16.01.2008 "On the adoption of the regulation on the criteria and procedures for issuing professional licenses for the implementation, classification and discipline of legal entities exercising construction activity", as amended.

The foreign applicant / bidder should make the reckoning of the professional licenses issued by the country of origin for the categories of works at the relevant Ministry in the Republic of Albania (its non-appearance constitutes a disqualification condition), in accordance with the legislation into force.

2.3.4 The evaluation of the technical capacity for Design of the Economic Operator or the consultancy studio (consultancy contract) based on the following documents:

The economic operator must meet the "Design" qualification criterion by itself or through a specifically licensed and contracted design studio under the condition of presenting the Professional Design License valid for the following main categories:

- Category 6.a Design of local roads, secondary urban roads and inter-urban secondary roads.
- Category 6.b Design of Main Urban roads and Main Inter-urban roads.
- Category 6.c Design of Motorways
- Category 7.a Design of bridges and other small art works lower than 10 m.
- Category 7.b Design of bridges and other art works taller than 10 m.
- Category 7.c Design of Bridges Viaductes of large spans, suspended Bridges, statically indetermined bridges and other special system.
- Category 7.d Design of metallic Bridges.
- Category 7.e Design tunnels, rail ways
- Category 8.a Engineering surveys
- Category 8.b Cadastral engineering surveys
- Category 8.c GIS systems
- Category 8.d Geodetic foundations
- Category 8.e Photogrammetric and cartographic design
- Category 9.c Geological – engineering study/evaluation of the site for huge objects HPP, Ports, Airports, foundations for huge loads
- Category 9.d Geological – engineering study/evaluation of soft soils and slopes of low stability.
- Category 9.e Hidrological study and design
- Category 10.d Design of power primary and secondary substations – overhead high voltage
- Category 11.a Design of non – lighting signals in local roads, secondary urban roads, secondary inter – urban roads, squares and parkings
- Category 11.b Design of non – lighting signals in motorways, main urban roads and main inter – urban roads and in intersections with the railway
- Category 11.d Design of non – lighting signals in infrastructure
- Category 12.c Assesment studies of engineering seismology for sites where there will be constructed road and railway infrastucture objects of all types, bridges, tunnels and

viaducts etc.

- Category 13 Study and design of the construction and closing of the storage sites for solid waste (urban)

The foreign applicant / bidder should make the reckoning of the professional licenses issued by the country of origin for the categories of works at the relevant Ministry in the Republic of Albania (its non-appearance constitutes a disqualification condition).

2.3.5 The economic operator shall prove that, within the period of the last three years, has employed an average number of not less than 120 employees, (from whom 10 employees should be technical engineering staff during the last year (2017)). Therefore the economic operator shall submit:

- Confirmation from the relevant Tax Office for the period of time 2016-2018.
- List of social security contribution payment for employees for the period of time January 2016 – June 2018;
- Statement Forms of Social and health Insurance Contribution payments for the period of time January 2016 – June 2018;

2.3.6 The economic operator shall submit a copy or description of the company's plan regarding Quality Assurance (QA) and Quality Control (QC).

2.3.7 The economic operator shall confirm that he complies with all the requirements and standards ISO. The economic operator must be certified with the following Standards:

- ISO Certificate 9001-2015
- ISO Certificate 14001-2015
- OHSAS Certificate 18001-2007
- PAS Certificate 99-2012
- ISO Certificate 39001-2012
- ISO Certificate 27001:2013
- ISO Certificate 50001:2011
- ISO Certificate 3834-2:2005
- SA Certificate 8000:2014

In cases of Joint Ventures each of the Operators must present the above mentioned certificates.

2.3.8 The economic operator must submit the Company's environmental system and confirm that it meets the requirements of ISO 14001 by providing examples of previously used Environmental and Social Management Systems.

2.3.9 The economic operator must submit a copy of the company's general health, safety and environmental policy (HSE) policy and confirm that it meets the requirements of the HSE OHSAS 18001: 2007 certificate. The economic operator must demonstrate how his HSE policies are implemented in relation to accidents and incident statistics over the past three years.

2.3.5. For the execution of works the Economic operator should either possess or lease, the following minimum machinery/equipment:



No.	List of Machinery	Unit	Quantity leased or owned
1	Self-Dumping Truck, total carrying capacity minimum 10 ton	Pcs.	30
2	Trailer + half axle	Pcs.	5
2	Hummer excavator	Pcs.	2
3	Concrete-Mixer Truck	Pcs.	5
4	Auto – concrete pump	Pcs.	2
5	Crane truck	Pcs.	2
6	Digger	Pcs.	5
7	Excavator /miniexcavator	Pcs.	10
8	Single Drum Roller	Pcs.	2
9	Drum Roller rubber – iron	Pcs.	3
10	Drum Roller iron iron	Pcs.	3
11	Bulldozer	Pcs.	2
12	Greider	Pcs.	3
13	Asphalt Paver	Pcs.	2
14	Truck	Pcs.	5
15	Water Tankers	Pcs.	3
16	Fuel tank	Pcs.	2
17	Concrete-Mixer Truck	Pcs.	1
18	Asphalt Plant	Pcs.	1
19	Concrete Plant	Pcs.	1
20	Bender+Cutter machinery	Pcs.	1
21	Mobile Bitumen Distributor	Pcs.	2
22	Batipal	Pcs.	1
23	Road Lining Machine	Pcs.	1
24	Generator	Pcs.	3
25	Banks + shears	Pcs.	3
26	Drilling rig	Pcs.	2
27	Crane for Beams	Pcs.	1
28	Piles Vibrator	Pcs.	5
29	Welding Machinery	Pcs.	1
30	Pilling Machine for Bridges' Piles and gravel Pilles	Pcs.	1

The above machinery should be accompanied by ownership documentation such as:

a. Machineries/ equipment owned:

- For machineries that are not registered: Purchase Invoice, Customs clearance, Sale Contract
- For machineries that are registered at public registers: Driving license, Certificate of ownership, commissioning act and insurance.

b. For machineries on lease/ use/supply:

- Relevant notary contract of Lease / Use/Supply;

- 
- Documents of the ownership of the machinery as set forth in the paragraph **a.** above

Translation: All documents must be original or notarized copies thereof. Cases of non-delivery of a document or of false and inaccurate documents are considered as a condition for disqualification.

Legalization of Documentation: Documents provided outside the territory of the Republic of Albania by foreign legal entities should be legalized in order to have legal value. The documentation submitted by the companies that are registered in the State of the Hague Convention should contain the apostille stamp in accordance with the Law no.9060, dated 08.05.2003 "On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents".

III. CRITERIA AND METHODOLOGY OF THE EVALUATION

Bids that will qualify after the fulfilment of the legal, financial and technical criteria will be considered as the basis of the following criteria and methodology, and the winner will be considered the Bidder having more points based on the evaluation criteria.

Technical and Financial Bids, based on the following criteria:

No.	Criteria	Total points for:	The calculation formula for the bidders values
1	Technical proposal for road construction and maintenance.	30	
	a) Concept-Design	10	-
	b) Method Statements	10	-
	c) Operational Plan of Maintenance and availability	7	
	d) Temporary road Signs and health & Safety at the site	3	
2	Environmental Impact	20	-
3	Social Impact	10	-
4	Interest of own capital	5	$P_o = \frac{V_{min}}{V_o} * P_k$
5	Time for Completion of the Works	10	$P_o = \frac{V_{min}}{V_o} * P_k$
6	Financial Bid a) Total construction cost b) Total maintenance cost	25	$25 - \left(\frac{25 - 5}{V_{PP} * 30\%} \right) * (V_o - V_{PP} * (1 - 30\%))$
	<u>TOTAL POINTS</u>	100	—

Note: Company “ANK” sh.p.k. is given the bonus of **8,5 points** through the DCM No. 387 dated 27.06.2018.

Wherein:

P_o – Bidders point for the criteria

V_o – Bidders proposed values

- 
- V_{min} – Minimal proposed values
P_k – Points of the criteria
VPP – The Foreseen Project Value which is 161,500,000 Euros
VO – The Value Offered by the Bidder
25 – 25 maximal points given to the financial criteria
5 – 5 points which are the minimal points to be given to the bidder for this criteria

EVALUATION CRITERIA

Bids shall be assessed on the basis of the following criteria, and the winner will be considered the bidder who has more points.

The economic operator which is assessed at less than 50 points from the maximal 70 points given for the technical criteria as above (respectively the criteria 1, 2, 3 and 5) is not qualified.

The Awarding Committee will evaluate the bids based on the following criteria:

Explanation of the evaluation criteria

1. Technical proposal for road construction and maintenance.

a) Preliminary Conceptual Design 10 (ten) points

The bidder should further elaborate the project on the basis of reviewing all key requirements of the Contracting Authority and using the results of the observations and technical studies already available within or outside the project. As improvement in all areas continues, a more accurate project will be achieved.

This construction process will include the following activities:

- conducting observations, investigations and measurement in the site;
- preparation of General Construction Methodology;
- preparation of the works' program;
- preparation of cost estimation (cost of construction and maintenance);
- planning requirements and procedures;
- public consultation;
- environmental impacts.

The Preliminary Conceptual Design presents in a general form the final solution of the project and must minimally prepare the following studies:

- **Topographic study.** For this purpose, the operator or subcontractor must carry out a topographic survey (of lines and quotas) of the site in question and a topographic survey report.
- **Geotechnical Study.** This study presents the existing information obtained from drillings or samples of materials extracted before the Pre-Design study phase (and even as a result of previously performed projects). The study should also address all issues related to soil sustainability. This is of particular importance, especially for the construction of structures (bridges, tunnels, culverts, etc.). This study should also be accompanied by photographs that, along with the maps and drilling done, will serve to confirm the results included in the Geotechnical Study.
- **Hydrological Study.** This study serves to assess the hydrological conditions of the area where the road will pass, including issues related to water drainage, which are dealt with

more widely.

- **Study on the design of road layers.**

This study addresses the necessary design of road layers for each road section. The durability of the layers design for elastic, rigid materials, etc.

- **Methodology of Works.**

This document explains how the technical, logistical and program works will be constructed in accordance with the technical elements of the design (approved by DCM no. 628 dated 15.07.2015 2015), as well as having into consideration the possible recommendations of EIA. The construction methodology will include the particular risks that the project will be faced with and how it will be dealt with them.

The Expropriation Report. This report presents the list of necessary expropriations as well as other relevant issues, along with the legal requirements and procedures to be met regarding the project.

- **Requirements on permits and licenses.** This report highlights the permits and licenses that the Operator must obtain during the design and construction phases.

The Bidder that will offer the most favorable preliminary Conceptual Design will be assessed with maximum points.

b) Methodology of works 10 (ten) points

Upon drafting the Preliminary Conceptual Design, the Economic Operator should prepare the Works' Schedule and Works' Methodology under which it will work to meet the project implementation requirements at the right time, quantity and quality.

The Works' Schedule will present the main activities that will be performed by the Economic Operator for the successful completion of the works according to the contract.

The Works' Schedule and Methods shall include the following activities:

- Mobilization
- Investigating the topography and targeting of sub-objects
- Supply, Transportation and Storage of Materials
- Earth Works Activities
- Hydraulic Works Activities
- Concrete Works Activities
- Construction Works Activities
- Activities for electrical and mechanical works
- Protection of works, environment and public
- Laboratory Control, Testing and Quality Control of Materials
- Preparation of Measures Booklets
- Cleaning of the construction site
- Drafting of the monthly and final reports for the work done.
- Surveying and taking-over of the facility

The Bidder that will offer the most favorable methodology of works will be assessed with maximum points.

c) Maintenance and availability Operational Plan 7 (seven) points

	Nature of the defects	Identification, Mode and Proposed Remedy/repair time in days
	Roads	
A	Paths and layers	
	i) Treading or blocking	
	ii) section value over 2200 mm in a 1 km extension (measured by collected sized integrator)	
	iii) bores	
	iv) Any crack on the road surface	
	v) Any depression, rotation exceeds 10 mm on the road surface	
	vi) Vegetation/land slides	
	vii) Any other defect on the road	
	viii) Damage of sidewalk edges	
	ix) Waste and dead animal removal	
B	Green land shoulders, side slopes, pastures and crowns	
	I) Variation with more than 1% on the described drop/slide (should not be more less than the strip on the main road)	
	II) Drop of the roadside on slopes that exceed 40 mm	
	III) Variation with more than 15% on the described drop/slide	
	IV) Rain extension on the steep slope	
	V) Damage or non-retention of channels or side drains	
	vi) Column removal at the urban areas/semi-urban areas	
	vi) Pavement, guardrails, braces	
C	Side road equipment, including road signs and sidewalk signs	
	I) Form or position damage, poor visibility or loss of retro-reflectivity flow	
	II) Damage of km stones, rails, guardrails, accident prevention	
	III) Damaged/missing road signs that need to be replaced	
	IV) Damage of road markings	
	Repair of Lighting System	
D	Trees and plantations	
	I) Stop on a minimal distance of 5 m on the road path or an obstacle to road signs	

	II) Unloading of fallen trees from the lane	
E	Other project facilities and access roads	
	I) Damage of roads, underpasses, overpasses, medical aid service road and service roads	
	II) Damaged vehicles or waste on the road	
Large and medium size bridges		Identification, Mode and Time frame for the proposed repair/adjustment
	(a) Superstructure	
	i) Any damage, crack, spillage/grading Provisional Measures Permanent measures	
	B) Foundations	
	(I) Cleaning and/cavity	
	c) Castles, feet, return walls and side walls	
	i) Cracks and damages, including placement and pull-out	
	Bridge (metal) bearing	
	(i) Bearings deformation, damage, shift	
	(e) Connections	
	i) Nod non-operation	
	(f) Other items	
	(i) Pads deformation at elastomeric bearings	
	(ii) Dirt accumulation on bearings and nods	
	(Iii) Damage or deterioration of brakes, guardrails, barriers and accident prevention braces	
	(iv) Erosion of access side slope banks	
	(V) Damage of cover lining	
	(vi) Damage or deterioration of road slabs	
Maintenance plans and manuals		Their adequacy both quantitatively and qualitatively
	Road maintenance Operational Plans	
	Large and medium size bridges Operational Plan	
	Health and life protection manual	
	Environmental and Social Management Manual	

The Bidder that will offer the shortest period of maintenance and availability will be assessed with the maximum points.

Note: The Above mentioned Nature/Activities will be subject to negotiation with a view to their improvement in relation to the submitted bid, according to the best Industrial Practices.



d) Temporary road Signs and health & Safety at the site 3 (three) points

Temporary road Signs and health & Safety at the site are the measures taken to improve the working conditions, life preservation, health integrity, physical and psychological protection of other employees participating in the production process.

The operator must:

- Ensure safety and health protection through the prevention of occupational hazards, the elimination of risk and accident factors, information, counseling, balanced participation.
- Determine the general guidelines for the implementation of this purpose.
- Take measures to improve the working conditions, life preservation, health integrity, physical and psychological protection of other employees participating in the production process
- Guarantee the safety of users of the existing road during the whole time the works are being performed in the site applying all measures described by the road Code and the regulations for its implementation.

Safety and health at site will be assessed on the basis of general prevention principles, as follows:

- a. the avoidance of risks;
- b. the risk assessment, which can not be avoided;
- c. the fight against the risk at source;
- d. adaptation of the work process with the employee, especially with regard to the concept of the workplace, the selection of work equipment, and the working and production methods, in order to mitigate, in particular, the uniformly repeatable work and the normative work to reduce their effects on health;
- e. adapting the work process to the development of technologies;
- f. replacing what is dangerous with what is not dangerous or with what is less dangerous;
- g. undertaking comprehensive, inclusive and coherent preventive measures covering the technology, work organization, working conditions, social relations and impact of factors related to the working environment;
- h. giving priority to collective defense measures in relation to individual protection measures;
- i. providing appropriate instructions to employees.

The Bidder that will offer the most favourable proposal towards the road signs and site safety will be assessed with maximum points.

2. Environmental Impact 20 (twenty) points

It assesses the environmental impact of the project based on the environmental impact assessment report submitted by the Bidder.

Environmental impact involves defining, describing and evaluating the direct and indirect impacts of environmental impacts on the implementation or non-implementation of the project. Project environmental impacts are assessed in relation to the state of the environment in the affected territory at the time of submission of the relevant environmental impact assessment report for the project.

The assessment of the environmental impact includes: preparation, implementation, operation and closure, as appropriate, also the consequences of the closure of the activity, and



decontamination / clearing or restoration of the area to the previous condition, if such a liability is foreseen by law. Assessment includes, as appropriate, normal functioning as well as the possibility of accidents. Project evaluation also includes, the proposal of measures needed to prevent, mitigate, minimize such impacts or increase positive environmental impacts during project implementation, including the assessment of the expected effects of the proposed measures.

The Environmental Impact will be assessed on the basis of the EIA presented in the Bid. The Bidder that will provide the best project and the lowest environmental impact will be assessed with maximum points.

3. Social impact 10 (ten) points

The criterion regarding social impact is the criterion that measures the number of employees, the program for social responsibility, employee training and the social impact in the territory surrounding the project site. The criterion with the most favorable social impact will be assessed with the maximum points of the criterion.

The Social Impact will be assessed on the basis of the project presented in the Bid. The Bidder that will provide the best project and with the highest social values will be evaluated with maximum points.

4. Interest of Own Capital 5 (five) points

It will be assessed with the maximal points, the lowest calculated absolute value of the interest referring to the capital of the company to be invested in this project, based on the Financial Model presented.

5. Deadline of the completion of works 10 (ten) points

It is the criterion that evaluates the bidders regarding the deadline for completing the construction of the road and making it available.

The Bidder with the shortest reasonable time for the completion of the works and making available the road will be assessed with the maximum points of the criterion.

6. Financial Bid 25 (twenty five) Points

The Bidders should submit the elements specified at the Financial Criteria evaluation, part of the financial offer according the financial model featured in Appendix 21, respectively:

- a) Total construction cost
- b) Total maintenance cost

The Bidders that submit a general value based on the above stated elements (a+b) less than 30% of the Limit Fund, will be awarded with the maximal 25 points.

The Bidders that submit a general value based on the above stated elements (a+b) at least as much as the Limit Fund will be awarded with 5 points.

For offers submitted that are in between these two limits will be awarded points based on calculations with the below stated formula:

$$25 - \left(\frac{25 - 5}{VPP * 30\%} \right) * (VO - VPP * (1 - 30\%))$$

Where

VPP – The Foreseen Project Value which is 161,500,000 Euros



VO – The Value Offered by the Bidder

25 – 25 maximal points given to the financial criteria

5 – 5 points which are the minimal points to be given to the bidder for this criteria

Clarification: For offers submitted with a value lower than 30% of the foreseen project value, the bidder will be awarded with the maximal (25 points).

Bidders with the lowest total offered value of the payments of availability will be assessed with the maximum points of the criterion.

All documents must be original or notarized copies thereof. Cases of non-delivery of a document or of false and inaccurate documents are considered as a condition for disqualification.

SELF – DECLARATION ON THE TRIAL STATUS

For participation in the Concession / PPP Procedure of “_____”

To:[Date]

[Name of Bidder / Lead Member of the Joint Venture] hereby represent and warrant that, on the date of this letter [Name of Bidder / Lead Member of the Joint Venture] and any member of the Joint Venture (where applicable)

- (a) has not been subject to bankruptcy or liquidation proceedings;
- (b) has not been convicted of any criminal offense;
- (c) has not been sentenced by a final court decision, related to its professional activity;
- (d) its capital/assets are not being assessed by the Bailiff Office or there is not any seizure order for them;
- (e) has met all fiscal obligations;

Respectfully,

Signature of the Authorized Person

Name and Position of the Signatory Person

Name of Bidder / Lead Member of the Joint Venture

Address

TECHNICAL SPECIFICATIONS

The bidder must present detailed technical specification as specified below and in the rest of this document:

1. Sketches, Technical Parameters
2. Specification of materials and conditions according DCM 628 dated 15.07.2015 “For the Approval of the Technical Rules in Designing and Construction of Roads”, as amended and any other relevant legal act in the sector and/or pertaining to the environment.
3. Cost estimate of Project works

Appenix 12

Services and Project Execution Schedule :

The required service: Construction and maintenance of **Milot-Balldre Road** a conceptual draft - idea/proposal at the standards of category A, in accordance with the consitions set forth in the DCM no. 628 dated 15.07.2015 “On the approval of technical rules for the design and construction of Roads”, as amended, as well as any necessary sectorial and environmental legal act and bylaws, as well as the Documents of the Competitive Procedure herein (layouts, type cross sections profiles).

Project execution deadlines, by relevant stages

Terms of Reference
Object and aim of the Project

The project has as its own object the construction and maintenance of a new road or the duplication of the existing one of category “A” according to the Technical Rule 2015 that connects Milot (intersection with the Road of the Nation and the exit for the the city of Lezha and the conection wit the the existing road near the intersection with Torovica road.

The area along which the Milot-Balldre road passes is a flat and hilly area stretching from Milot continues up to the hills of Lezha through the tunnel and exits in the flat area of Zadrime, exactly near the intersection with the Torovica road. This road segment includes at some part the Lezha Bypass.

Milot-Lezhe road mainly uses the existing road extending it on both right sides, and at one side it duplicates of three lanes and on the other side the extension for the emergency lane. In the entrance of Lezha city deviates constructing a new road and up tp the connection with the existing road continues like that. At the same time the hilly part is passed through tunnel which is a component part of the Lezha bypass.

In this road segment there are two large bridges like the bridge over Mat with a total length of 620 m and the bridge over the Drin River with a length of 220 m, which are foreseen to be duplicated to reach the required standard. In this road segment there are also a number of other works of art that are duplicated, reconstructed or constructed.

The Milot-Balldre Road foresees the construction of several interchanges in the dislevel according to the standard and the required category. Also not to block the movement of vehicles or pedestrians on both sides of the road is foreseen the construction of secondary roads on both sides, as well as the construction of crossings or sub - crossings where necessary.

In this road segment according to the required standard is foreseen the lighting in the junctures, works of art, including bridges and tunnel. It is foreseen the construction of horizontal and vertical signal according to the category "A" standard as well as any other element.

Obligatory: According to the above written description, the Bidder should submit a Conceptual Project-Idea with Category A standards, in accordance with all defined conditions in DCM 628. Dated 15. 07. 2015 “On the approval of technical rules for the design and construction of Roads” as amended, as well as any necessary sectorial and environmental legal acts and bylaws and in accordance with the Competition Procedure Documents herein (cross-section profiles, layout).



Appendix 14

Standard notification form to disqualified bidders

[Place and Date]

[Name and address of the Contracting Authority] [Address of the Bidder]

Dear Sir, Madam <name of contact person >

Thank you for participating in the aforementioned procedure which was conducted in accordance with the DCM No. 634, dated 1/10/2014, as amended.

Your bid was carefully evaluated according to the conditions and requirements set forth in the contract notice CPDs and the Bidder's dossier.

We regret to inform you that you were [disqualified] due to the following reason (s) [tick the appropriate box]:

[your subject] [your executive manager]

participated in the preparation of the contract notice or tender dossier, or any part thereof, being used by the Contracting Authority

received illegal assistance in the preparation of the contract notice or tender dossier, or any part thereof

[your subject]

It is judged by a court of competent jurisdiction to have committed a criminal or civil offense involving corruptive practices, money laundering, organized crime in breach of the laws or regulations applicable to Albania, or under international agreements and conventions;

A court of competent jurisdiction has determined to have committed an act of fraud or an act equivalent to fraud;

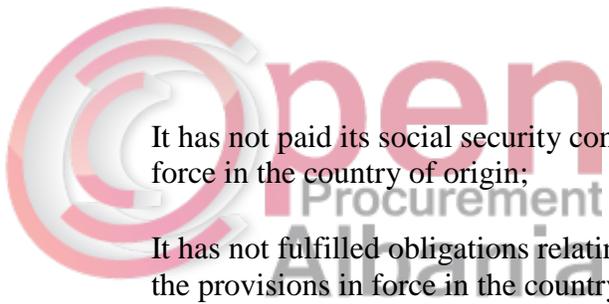
It is convicted by final judgment for offenses related to professional activity;

It is under prosecution for one of the offenses described in the Legislation in force;

It has gone bankrupt or its activity is being administrated by the court, in accordance with DCM No.634, dated 1/10/2014, as amended;

It is the subject of bankruptcy declaration proceedings, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings in accordance with with DCM No.634, dated 1/10/2014, as amended.

It is convicted by final judgment for offenses related to professional activity;



It has not paid its social security contributions in accordance with Albanian law and the provisions in force in the country of origin;

It has not fulfilled obligations relating 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 Contracting Authority has decided that you have submitted documents containing false information for purposes of qualification;

You failed to comply with the requirements for the bid security; (any other reason apart from the above)

JUSTIFICATION

[You were disqualified] [Your bid was rejected] for the following reasons: [Enter detailed reasons for the non qualification or rejection of the bid in question]

If you think that the Contracting Authority has violated the DCM No.634, dated 1/10/2014, as amended, during the bidding procedure, then you are entitled to initiate a review procedure as provided therein. Although we were not able to use your services in this case, we believe you will continue to be interested in our future bidding initiatives.

(THE CONTRACTING AUTHORITY)



Appendix 15

Award Notification Form

Date: _____

To: (Name and address of Potential Bidder)

Brief Description of the Procurement Procedure:

We hereby inform that in this bidding procedure the following subjects have participated, with the relevant values provided:

1. _____ Value (in figures and words) _____

2. _____ Value (in figures and words) _____

3. _____ Value (in figures and words) _____

4.....

The following potential bidders have been disqualified:

1. _____

2. _____

Reasons for Disqualification: _____

Referring to the aforementioned procedure, the Ministry Infrastructure and Energy of the Republic of Albania notifies [*the name and address of the Successful Bidder*] that the bid submitted on [*date*] with regard to the PPP Project of the Milot–Balldre road has been accepted.

Within [] days The Bidder [name] is required to submit to the Ministry of Infrastructure and Energy of the Republic of Albania:

- Provision of the Contract Warranty in accordance with the Concession Contract.
- Payments of the Contracting Authority related to the publication in the international newsletter and the notary expenses as well

In case the Bidder does not wish to sign the Concession Contract, you will notify the Ministry of Infrastructure and Energy of the Republic of Albania in writing. In this case, the Bid Security will be requested by the Contracting Authority.

The contracting authority

[*name, signature and seal*]

Article 1: Purpose

1.1 These General Conditions of Contract (GCC) will apply to works and / or services based on DCM No. 634, dated 01.10.2014 "Rules for the Evaluation and Concession of Public Private Public Works and Services for Construction, Operation, Maintenance and rehabilitation of national roads "

1.2 In any case, the provisions of the Albanian Civil Code shall apply to concession / public private partnership contracts. Some provisions of the Civil Code have been restated in the CCK in order to increase the transparency of the terms of the contract. However, citing some of the provisions here does not deny in any way the implementation of other provisions of the Civil Code of this contract.

1.3 Similarly, some provisions of the legal framework on concessions and public private partnership are (according to DCM no. 634, dated 01.10.2014) re-expressed in GCC in order to increase the transparency of the law regulating the competitive procedure. However, the citation of some of the provisions herein does not deny in any way the implementation of the provisions of DCM No. 634, dated 01.10.2014 "Rules for the evaluation and granting of concession of public private partnership of public works and services for the construction, operation, maintenance and rehabilitation of national roads"

1.4 The GCC will apply to such a degree that the conditions or provisions provided in other parts of the contract are not waived.

1.5 The terms of the contract also include the Special Contract Conditions (SCC). In the event of a conflict between the GCC and the SCC, the SCC has priority over the GCC.

Article 2: Definitions

2.1 "Contract" means a written agreement concluded between the Contracting Authority and the Contractor consisting of the Competitive Procedure Documents including the GCC and the SCC, all annexes and completed forms and all other documents indirectly referred to.

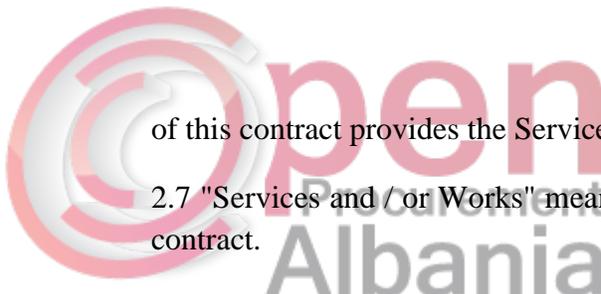
2.2 "Contract Object" means all Services and / or Works that the Contractor will provide under the terms of the Contract.

2.3 "Party (s)" means contract signatories.

2.4 "Representative of the Contracting Authority" means a person or group of persons appointed by the Contracting Authority that shall be responsible for managing the contract for the Contracting Authority.

2.5 "Contracting Authority" means the Contracting Authority that is a party to this contract and which contracts the services / works object of this contract. This term, wherever it is used, has the same meaning as defined in the applicable legal acts.

2.6 "Contractor" means a legal entity that is a party to this contract and according to the provisions



of this contract provides the Services.

2.7 "Services and / or Works" means all duties that are to be performed by the Contractor under the contract.

2.8 "Terms of Reference" express the object and purpose of the contract, define the duties, requirements, objectives, repayment, place and delivery of the Services and / or Works to be provided.

Article 3: Drafting of the Contract

3.1 Notification of the winning bid shall serve for the conclusion of the contract between the parties, which must be signed within the deadline expressed in the competitive procedure documents.

3.2 The existence of the contract shall be confirmed by the signing of the contract document by sanctioning all disputes 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 invalid if it finds that the Contractor has committed corruption acts. Conjugated actions include the actions described in Article 26 of the Law on Public Procurement.

4.2 The Contractor shall not be a controlled entity or control the Consultant or any Entity that has participated in the preparation of the Competitive Procedure Documents for this Private Public Concession / Partnership.

4.3 The Contractor shall allow the Contracting Authority to inspect the accounts and records relating to the execution of the contract or to control them by the auditors appointed by the Contracting Authority.

Article 5: Confidential Information

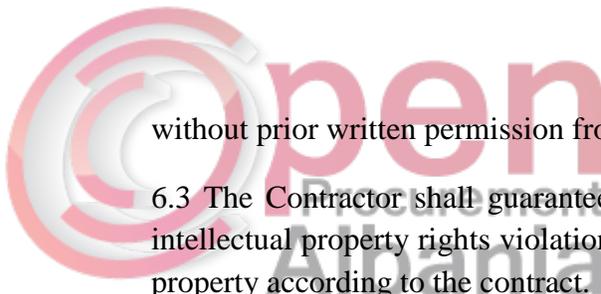
5.1 The Contractor and the Contracting Authority shall keep in full confidentiality all documents, data and other information provided by the other party in connection with the contract.

5.2 The Contractor may provide the Sub-Contractor with such documents, data or other information that the Contracting Authority has to the extent required for the subcontractor to execute his / her work under the contract. In such case, the Contractor must include in his contract with the Sub - Contractor a provision promising to keep them confidential; as provided for in Paragraph 5.1 above

Article 6: Intellectual Property

6.1 Except as otherwise provided in the contract, all intellectual property rights provided by the Contractor during the performance of the contract shall be property of the Contracting Authority which may use them at its discretion.

6.2 Unless otherwise provided in the contract, the Contractor shall, upon termination of the Contract, submit to the Contracting Authority all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials obtained, collected or prepared by the Contractor during the execution of the contract. The Contractor may keep copies of these documents and data, but should not use them for purposes that are not related to the contract



without prior written permission from the Contracting Authority.

6.3 The Contractor shall guarantee the Contracting Authority for the discharge from liability for intellectual property rights violations that may arise from the use of materials, sketches or any other property according to the contract.

6.4 If any claim or charge is brought against the Contracting Authority in connection with any intellectual property violation caused by the execution of the contract or the use of materials, sketches or any other protected and contracted property under the contract, the Contractor shall provide the Contracting Authority with all evidence and information in the possession of the Contractor pertaining to this claim or charge.

Article 7: Origin of Materials

7.1 There is no restriction on the nationality of the origin of materials, except those that may have been defined in any of the United Nations General Assembly Resolutions.

7.2 The Contractor may be required to verify the origin of the materials.

7.3 For verification purposes, "origin" means where the materials are extracted, merged or produced. Materials are considered as being produced when, through the process of forming, processing, or sufficient component collection, a new product is delivered known in trade that is quite different in the basic characteristics or in the intent or use of its components.

7.4 The origin of the materials differs from the nationality of the Contractor or the subcontractor who supplies the materials.

Article 8: Communication

8.1 Any communication between the parties shall be in writing.

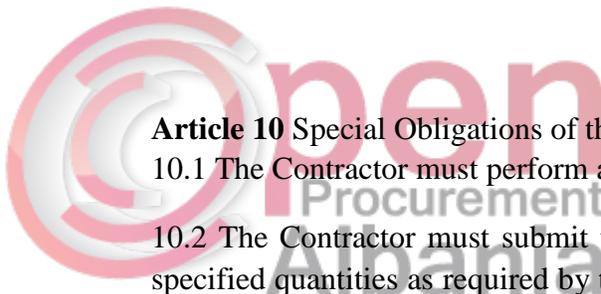
Article 9 General Obligations of the Contractor

9.1 The Contractor must perform the Services and / or Works and meet his obligations using all the efficient and economical efforts in accordance with generally accepted professional techniques and practices.

9.2 The contractor must pursue a sound business practice and use advanced and appropriate technology as well as safe methodologies.

9.3 If the contract requires the provision of professional advisory services, the Contractor shall always act as a loyal Advisor of the Contracting Authority in accordance with the rules and code of conduct of his profession and must always support and preserve the public interest.

9.4 If the contract requires the provision of professional advisory services, the Contractor shall exercise full care in the relationship with third parties including the media and shall not take part in any actions outside his / her competence in the representation of the Contracting Authority.



Article 10 Special Obligations of the Contractor

10.1 The Contractor must perform all Services and / or Works as defined in the Terms of Reference.

10.2 The Contractor must submit to the Contracting Authority all Services and / or Works at the specified quantities as required by the contract, including, but not limited to, all reports, documents, studies, drawings and layouts.

10. The Contractor shall provide reports related to the implementation of the Services as required in the contract.

Article 11 Specifications and Sketches

11.1 If the contract requires design services, the Contractor shall prepare all specifications and drawings using generally known and accepted systems acceptable to the Contracting Authority and it shall take into account the latest standards.

Article 12 Permits and Licenses

12.1 The Contractor shall be responsible for obtaining permits or licenses as required by the Laws of the Republic of Albania for the performance of the Services in the contract herein, unless the parties agree otherwise.

Article 13 Insurance of Professional Responsibility

13.1 The Contractor shall maintain during the entire duration of the Concession Contract a professional liability insurance according to the generally recognized rules and practices for the occupation in order to compensate the Contracting Authority for damages resulting from negligence, errors or omissions in the execution of the Services.

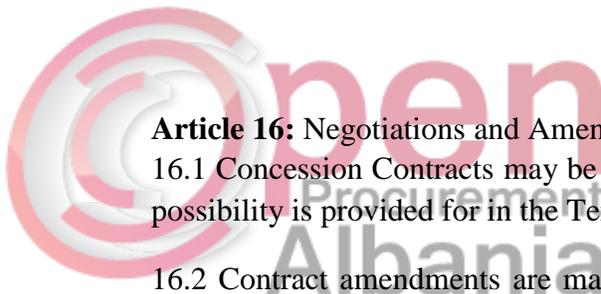
13.2 If the minimum amount of insurance is not stipulated in the contract, the Contractor shall provide coverage in the amount recognized in general as sufficient under the circumstances of the Services being insured

Article 14: Changing Laws and Regulations

14.1 If, after the date of signing the contract, the state bodies adopt normative acts affecting the date of delivery of the contracted services, the contract price, or the manner and the time of the fulfillment of the obligations, these Contracting Terms shall be regulated to the extent that the Contractor has been affected in fulfilling his obligations under the contract. The Contracting Authority shall specify in the concession contract cases where the change of the legal framework requires the revision of the terms of the concession contract and the cases when the legal changes effect the Contracting party.

Article 15: Force Majeure

15.1 For the purposes of this Article "Force Majeure" means an event outside the control of the Contracting Parties as defined in the best practices of international law. The Concession Contract must contain in detail the procedures of notification of the event of force majeure by the affected party, its duration, and not holding it liable where appropriate, actions proposed for mitigating the effects of force majeure.



Article 16: Negotiations and Amendments

16.1 Concession Contracts may be amended by adding an Annex to the Contract, provided that this possibility is provided for in the Tender Documents and the Contract.

16.2 Contract amendments are made by the contracting authority and the concessionaire / private partner.

16.3 Contract amendments may be made at the initiative of both contracting parties, in particular in the following cases:

a) when the national security and protection of the country is endangered, the environment, nature and health of people are endangered;

b) when the object of the contract is lost or when there is an objective inability to use it, in the case of force majeure;

c) during the change of the legal framework as defined in the Concession Contract;

9) in other cases that lead to the change of the real or legal situation for the use of the facility or the provision of services or the performance of the contract.

16.4 Amendments to the essential contract terms that are not provided for in the tender documentation and / or the contract itself require the implementation of a new concession contract / public private partnership contract.

16.5 Without violating the provisions of DCM no. 634, date 01.10.2014 "Rules for the evaluation and awarding of concession / public private partnership of public works and services for the construction, operation, maintenance and rehabilitation of national roads", the term "essential conditions" are referred in particular to terms which, if they had been included in the initial contract notice or in the tender documentation, would have enabled the bidders submitting a substantially different offer and if the changes would have exceeded the scope of the contract to such extent that these changes would include services that were not initially covered.

Article 17: Solvency Due to Bankruptcy or Paying Capability

17.1 Depending on the provisions of the direct agreement, the Contracting Authority may terminate the contract at any time if the Contractor fails or is unable to pay.

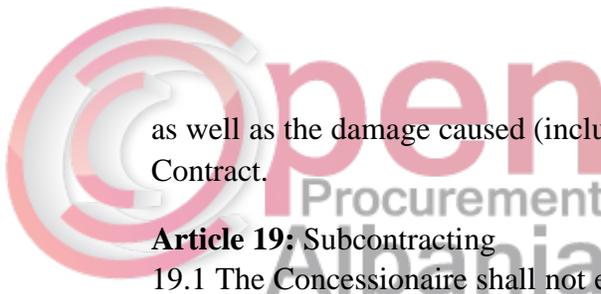
17.2 The Contracting Authority shall provide the Contractor with a written notice of the termination of the Contract.

Article 18: Termination Due to Public Interest

18.1 The Contracting Authority may terminate the contract at any time if it deems that such action is to be undertaken to best serve the public interest.

18.2 The Contracting Authority shall provide the Contractor with a written notice of the termination of Contract.

18.3 The Contracting Authority shall pay unpaid obligations (including principal, interest and fees)



as well as the damage caused (including the missing profit) to the extent specified in the Concession Contract.

Article 19: Subcontracting

19.1 The Concessionaire shall not enter into any subcontract without the prior written consent of the Contracting Authority, except with the accepted subcontractors, as part of the Concessionaire's Bid. The Contracting Authority may not give or, if it has given it, may withdraw consent on grounds of public interest or if the proposed subcontractor does not have the necessary capacity to enable the implementation of the obligations under the contract proposed.

19.2 If the concessionaire concludes any sub-contract and proposes to enter into a substitute sub-contract, it must submit for prior the approval to the Contracting Authority the draft contract (and any change thereto) between the concessionaire and the sub-contractor. The Contracting Authority shall not have the right to refuse to grant a consent to the contract unless the terms of the draft sub-contract are distinctly different from the terms of the first sub-contract, as well as in the case when the proposed subcontractor does not enjoy the necessary financial status, technical and legal means to enable fulfillment of the obligations set out in the sub-contract.

19.3 The Concessionaire shall be always liable to the Contracting Authority for the fulfillment of its obligations under the Concession Contract, irrespective of the fact that part of the services and / or works are sub – contracted to third parties.

19.4 Competitive Procedures Documents may include the extent of the subcontracting allowed to the Concessionaire to contract with a third party as appropriate.

Article 20: Transfer of Rights

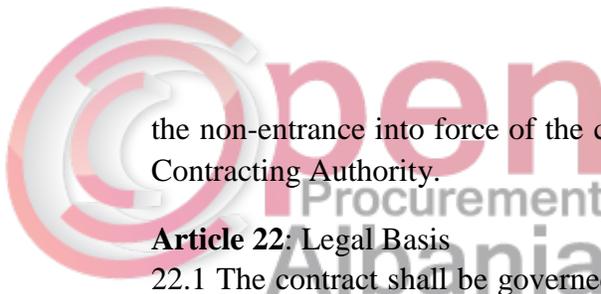
20.1 Pursuant to the provisions of this Article, at the prior written consent of the contracting authority the concession / public private partnership contract may be transferred to a third party that meets the requirements of suitability set out in the competitive procedure documentation based on which the contract was originally provided, except if these requirements refer to conditions that are no longer necessary for the contract execution due to the fact that these obligations and requirements are already being consumed or being carried out by the previous concessionaire / private partner.

20.2 The transfer of the concession contract does not impair the quality and does not aggravate the continuation of the realization and the fulfillment of the contract.

20.3 When a concessionaire / private partner is an entity for specific purposes, then the change of ownership or management of the Special Purpose Entity (SPE) as a result of the transfer of capital or business shares can not be applied without the consent of the contracting authority, unless this is the result of a regular trading of shares in a regulated stock exchange or a transfer from a shareholder to a subsidiary.

Article 21: Contract Guarantee

21.1 Within _____ days of the notification of contract award, the Contractor shall submit to the Contracting Authority the contract guarantee in the value and form as provided for in the contract. Failure to submit a contract guarantee in the form and value required within ____ days will cause



the non-entrance into force of the contract and the value of the bid guarantee shall be seized by the Contracting Authority.

Article 22: Legal Basis

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

Article 23: Settlement of Disputes

23.1 The Contracting Authority and the Contractor shall make every effort to settle disputes related to this Agreement by direct negotiation. If the parties fails to resolve the dispute amicably, it will be referred to the forum for solution as defined in the Concession Contract.

Article 24: Representation of Parties

24.1 Each party must designate in writing a person or organizational structure that will be responsible on behalf of the party, to receive communications and to represent the party in issues related to the execution of the contract.

24.2 Each Party shall immediately notify the other Party of any change in the name of the Party representative. If one party fails to announce, it must take responsibility for any loss caused by the failure to give sufficient notice.

24.3 The Parties may appoint additional persons or organizational structures to represent the party in specific actions or activities in which case written notice must be given and shall determine the extent of the authority of the representative.

Article 25: Announcements

25.1 Any notice given by one party to another according to the contract must be in writing at the address specified in the contract.

25.2 The notice shall have effect as soon as it is submitted.

Article 26: Calculation of Deadlines

26.1 All references of days shall be calendar days except when provided otherwise.



Appendix 17

Draft Contract (special conditions)

The following specific terms of the Contract will be subject to the General Conditions of Contract. in the event of any conflict occurring, the following provisions will prevail over the General Conditions.

Article 1: Definitions

1.1 The Contracting Authority is _____

1.2 The Contractor is _____

Article 2: Guarantee of the Contract

2.1 The contract guarantee in the value of _____ shall be provided by the Contractor to secure the execution of his obligations under the contract.

2.2 The contract guarantee shall be released or returned immediately to the Contractor under the following schedule:

Article 3: Representative of the Contracting Authority

3.1 Representative of the Contracting Authority: _____

3.2 Address / Contact Point: _____

Article 4: Commencement Date

4.1 This Contract: _____

Article 6: Type of Contract

NOTIFICATION FORM OF THE CONCLUDED CONTRACT

Section 1 Contracting Authority

1.1 Name and address of the contracting authority

Name Address Tel/Fax E-mail _____
Website _____

1.2 Type of contracting authority and main activity or activities:

Central Institution _____ Independent Institution _____

Local Government Unit _____

Section 2 Object of the Contract

2.1 Type of Contract

Services _____

2.2 Short Description of Contract

1. Object of Contract _____
2. Form of Contract _____
3. Funding Source _____

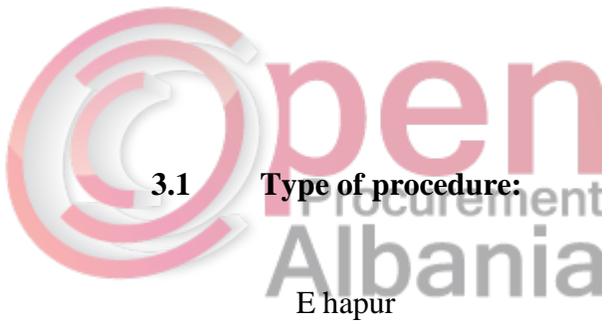
2.3 Duration of the contract or the deadline for completion:

Duration in months _____ or days _____

or

starting from / / ending on / /

Section 3 Procedure



3.1

Type of procedure:

Restricted

Negotiated with prior
proclamation

3.2 Number of bids submitted:

Number of regular bids:

Section 4 Information on the contract

4.1 Contract Number: _____

Date of the Contract/ /

4.2 Name and address of the contractor

Name Address Tel/Fax E-mail _____

Website _____

4.3 Total Value _____

Value _____ (excl. VAT)

Currency _____

4.4 Additional Information (if any)

Date of dispatch of this notice / /



Appendix 19

[Bank Letterhead]

[Appendix to be submitted by the Economic Operator]

CONTRACT GUARANTEE FORM

[Date _____]

To : [Name and address of the contracting authority]

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

Concession/ PPP Procedure: [type of procedure]

Brief description of contract: (object)

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

Whereas:

- _____ (name of successful bidder) is declared the winner in the bidding procedure for the Concession /PPP _____, located in _____, under the letter of (name of Contracting Authority) (hereinafter referred to as "the Contracting Authority"), Prot. no., dated "Award Notification"; and _____

- The successful Bidder has submitted to us a Draft Contract concluded between him and the Contracting Authority, "For the concession/PPP of _____"; and

- in your Contract it is required the issuance of a contract guarantee at the amount specified as follows, as a guarantee for fulfilling the obligations of the Concessionaire foreseen in the Contract; and

- (name of the Bank) agrees to issue this guarantee.

We hereby declare that:

- we are guarantors of the aforementioned contract up to the total amount of (amount in figures and words), an amount payable in the manner and currency specified in the contract; and

- we undertake to pay, as soon as you make the first written request and without request reasoning, any amount within the limit of (amount of the guarantee); and

- in obtaining this guarantee, there is no need to address to the Concessionaire \ Public Private Partnership to realize the payment under your request; and

- no addition or change of any of the terms of the Contract, for which you may agree with the Concessionaire, it does not relieve us of the obligations of this Guarantee.

This guarantee is valid until the date including _____ days from the date of the issuance of the Competition Certificate.

This guarantee is valid until the full execution of the contract.

[Representative of the bank / insurance company]

Complaint Form of the Competitive Procedure

Complaint to: Public Procurement Commission, on the basis of the Decision of the Council of Ministers no. 634 dated 1/10/2014, as amended.

SECTION I. Identification of the complainant

Complainant shall be a bidder (eg. individual, partnership, association, joint venture or a consortium).

Full name of Complainant (please type)

Address:

City:

State:

Postal Code:

Telephone no. (including the area code): Fax no. (including the area code):

E-mail:

Name and title of authorized official filing the complaint (please type):

Signature of the authorized official

Date (year/month/day)

Telephone no. (including the area code) Fax no. (including the area code):

SECTION II. Information on the Procedure

1. Identification no.:

Fill in the contract number in the contract notice or the Competitive Procedure Documents, including the type of procedure used for the selected competition (concession)

2. The Contracting Authority:

Name of Contracting Authority managing the bidding process

3. Procurement value :

Calculation of contract value (amount expressed in figures and words)

4. Object of the Contract:



Brief Description.

5. Deadline for the Bid submission:

Deadline for the Bid submission. Date (year/month/day)

6. Date of award of the winning contract: Date (year/month/day) if applicable

SECTION III. Description of the complaint

1. Legal Basis for the Complaint

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

2. Detailed Statement of Facts and Arguments

Provide a detailed statement of facts and arguments that support your complaint. For any reason for the complaint, please specify the date on which you became aware of the facts relating to the grounds of the complaint. Please mention relevant sections of the Competitive Procedure Documents, if applicable. Use additional pages, if necessary.

SECTION IV. Prior objection of the Contracting Authority

Objection is a complaint addressed directly to the Contracting Authority. Attach a copy of each written complaint, including the response, if any.

1. Have filed such a complaint? If so, then specify the nature of the objection (example in writing, fax, etc.). Yes / No

2. The Contracting Authority to which the complaint is addressed: Name of the Contracting Authority:

Name and position of the official against whom the objection is made:

3. The Nature of the Corrective Action Required

What corrective measure did you require?

4. The List

In order for a complaint to be taken into account it must be complete. Please attach a legible copy of all documents pertaining to your complaint and a list of all of these documents. Documents should normally include any published announcement, all Competitive Procedure Documents, with all relevant amendments and appendices, your proposal, all correspondence and any written information relating to any objection you have made. Determine which information is confidential, if any. Explain why the information is confidential or submit a version of the relevant documents where the confidential parts have been removed and a summary of the content.

Send the completed complaint form, all necessary appendices and some additional copies, to: the appropriate authority according to the Decision of the Council of Ministers, No. 634, dated 1/10/2014, as amended.

Fax no.: E-mail:

Signature and Seal of the Complainant

[Appendix to be completed by the Economic Operator]

POWER OF ATTORNEY FORM

Today as of date, month, year

Before me

The Notary Public

The undersigned _____

Mr./Ms. in his/ he rcapacity _____

Citizenship _____

Holder of Passport or Identification Document no. _____ Issued by _____

On _____ Resident in _____

Hereby assign Mr./Ms. _____ In his /her capacity as a _____, :

(a) to sign, seal and submit to the responsible Authority all the documents mentioned in Table 1, attached;

(b) hand-over and take-over any kind of document or instrument relating to the documents mentioned in Table 1 attached; and

(c) perform all the required or additional actions regarding the issues stipulated in this document, including the signature and execution of each act, which is required in order to apply to fulfil all the documents listed in Table 1, or that such documents bring consequences.

And he/she is authorized to assign other persons to exercise all or a part of the rights stipulated in this Power of Attorney

Financial Model Requirements

CAPITAL EXPENDITURES	VALUE EURO	PERCENTAGE (%)
COSTRUCTION COST		
CONSULTING FEE		
CONTIGENCY COST		
PROJECT STUDY		
TOTAL CAPEX		

MAINTENANCE	VALUE EURO	PERCENTAGE (%)
MAINTENANCE		
TOTAL OF CAPITAL EXPENDITURES		

STRUCTURE AND TERMS OF FINANCING/FUNDING		
LOAN		
EQUITY		
PERIOD OF LOAN REPAYMENT		
LOAN INTEREST		

Equity														
Equity invested by Company														
Cash available after each period														
Net Cash Position														
Return of initial Investment (IRR)														
Net Position														

Calculation of NPV	
Interest Rate	
Initial Investment	0.00
Period of Investment	
Net Cash Flow	
Year	Flow
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
NPV	
IRR	

Note: Careful, the total foreseen value in the financial model, should not be calculated from the bidder over 217,318,500 Euro, otherwise will be taken action according to letter "I" of "General Instructions for Competition Procedures"