



**REPUBLIC OF ALBANIA
PUBLIC PROCUREMENT AGENCY**

**PRECEDING DOCUMENTS FOR COMPETITION CONCESSION/ PRIVATE PUBLIC
PARTNERSHIP PROCEDURE FOR THE DESIGN, CONSTRUCTION, FINANCING,
OPERATION, MAINTENANCE, REHABILITATION AND TRANSFER OF ROAD
SEGMENT: MILOT – THUMANE – KASHAR- LUZI VOGEL -FIER**

CONTRACT NOTIFICATION

I. Contracting Authority

Section 1 Name and address of the Contracting Authority;

Name Ministry of Infrastructure and Energy
Address "Abdi Toptani" Street, No.1, Tirana, Albania
Website www.infrastruktura.gov.al

I.2 Name and address of the responsible person:

Name Kledia Ngjela
Address Ministry of Infrastructure and Energy
E-mail kledia.ngjela@infrastruktura.gov.al

I.3 Type of the Contracting Authority and the main activity or activities:

Central Institution Independent Institution

Local Governance Units

Section 2 Contract object

2.1 Contract type

Works

Service

2.2 A brief description of the concession/public-private partnership contract

1. Contract object: Design, build, operation, maintenance, rehabilitation, and transfer of the road segment Milot-Thumane-Kashar- Luzi i Vogël- Fier
2. Contract type: Design, construction, operation, maintenance, rehabilitation and transfer.
3. The estimated project value: 1.188 billion Euros (VAT excluded)
4. Funding source: Private investment

2.3 Contract duration or execution timeline:

Duration 35 years

2.4 Location of the contract object:

The layout of this road starts from the interchange SH6 with SH1 and ends at Fier Bypass:

Section 3 **Legal, economic, financial and technical information**

3.1 Acceptance Criteria pursuant to Appendix 9.

3.2 Bid Security

In order for an Economic Operator to participate in a concession/public-private partnership procedure, the Bid Security Form is requested pursuant to Appendix 3.

The requested Bid Security value amounts to 2% of the proposed project value (VAT excluded) by the Bidder.

Section 4 **Procedure**

IV.1 Type of procedure:

Open	Restricted	With negotiation for preliminary announcement
X	<input type="checkbox"/>	<input type="checkbox"/>

IV.2 Selection criteria for the winner:

Regarding the importance:

a/a	TECHNICAL CRITERIA
(1)	<i>Technical proposal for road Construction and maintenance</i>
	a. Concept-Design
	b. Methodology of works
	c. Operational Plan of Maintenance and availability
	d. Health & Life protection
(2)	<i>Environmental Impact</i>
(3)	<i>Social Impact</i>
(4)	<i>Term for Completion of the Works</i>
	a. Milot – Thumane
	b. Thumane - Luzi i Vogel/Lekaj
	c. Luzi i Vogel/Lekaj - Fier

a/a	FINANCIAL CRITERIA
(1)	Toll rate /km/pcu
(2)	Guarantee - starting level (below base case revenue level - State) (from the first year of operation to 2040)
(3)	Max Guarantee amount required (from the first year of operation until 2040 - annual)
(4)	Reward - starting revenue base case level (below base case revenue level - State throughout the concession period)
(5)	Percentage of Reward

Point and methodology distribution are specified under Appendix 12

4.3 Bids Submission or requests for participation time:

Date: **28/09/2020**

Time: **12:00 (CET)**

Venue: The Bid is requested to be submitted through electronic means

In case the bid is requested to be submitted through electronic means, the economic operators shall submit the bid electronically at the official webpage of PPA, www.app.gov.al

4.4 Bids opening or requests for participation time:

Date: **28/09/2020**

Time: **12:00 (CET)**

Venue: Ministry of Infrastructure and Energy through electronic means

The information that is communicated during the public opening of the bids and submitted through electronic means shall be communicated to all those Economic Operators who have submitted bids, based on their request.

4.5 Bids validity period: 150 days

4.6 Language(s) for drafting the bids or the request to participate:

Albanian	<input checked="" type="checkbox"/>
English	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Section 5 Supplementary information

5.1 Documents as per fee:

Po Jo **X**

5.2 The value of the fee to be paid by the economic operator in the event of a complaint to the Public Procurement Commission is 10% of the value of the Bid Security.

5.3 *The value of the ATRAKO fee*, pursuant to Article 12 of Law No. 125/2013 “On Concessions and Public Private Partnership” as amended, is the Amount to be paid by the Winning Concessionaire for the services of the Concession Treatment Agency (ATRAKO).

5.4 **Supplementary information (place, office, ways of obtaining tender documents)**

Public Procurement Agency: www.app.gov.al

Date of delivery of this notice **09/07/2020**

II. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Ministry of Infrastructure and Energy has decided to implement the project on concession/public-private partnership for the design, build, operation, maintenance, rehabilitation and transfer of road segment Milot-Thumanë-Kashar-Luzi i Vogël-Fier.

The Bid Winner selection shall be based on a competition procedure (open procedure) according to qualification and evaluation criteria specified in this document.

The concession/PPP contract duration will be 35 (thirty-five) years upon its entry into force. This contract shall enter into force upon its signing by parties and after the publication of the Decision of the Council of Ministers on its approval in the Official Gazette of the Republic of Albania.

1.1. Further information:

The Adriatic-Ionian Corridor has been identified as part of TEN-T Mediterranean Corridor, which lies in the main corridor of EU network in the Western Balkans Region. The estimated length of the entire [Mediterranean Corridor is approximately 1,550 km. In the Western Balkans, the corridor traverses Montenegro (approximately 7% of its total length) and Albania (approximately 20% of its total length or nearly 300 km).

The establishment of network aiming to strengthen road safety, transport planning, regional connection, movement, competition and integration to TEN-T network of EU.

The proposed project - a toll road segment from Milot to Fier approximately 115 km long - comprises 37% of the Albanian AIC, and 7.5% of the overall corridor of the Mediterranean Corridor.

A part of the proposed road consists of new alignments and upgraded existing roads in the Category A highway and main interurban roads, Category B. The road also includes necessary tunnels and bridges, underpasses/overpasses, intersections, safety fences, service roads, controlled exits and entries, toll stations, parking areas, and the Intelligent Transport Monitoring System (ITS).

The road consists of the following six (6) sections:

Section 1-Milot – Thumane, -13.5 km length

Section 2_ Thumane – Kashar-20 km length

Section 3- Kashar – Peze Helmes-9 km length

Section 4- Peze Helmes – Luzi Vogel-24 km length

Section 5- Luzi Vogel / Lekaj – I/C Rrogozhine -8 km length

Section 6- Rrogozhine – beginning of Fier Bypass- 38 km length

Short description of sections

Section 1: Milot – Thumane

This existing section is a 2x2-lane dual carriageway (A1), with central median and emergency lanes. The total length is approximately 13.5 km and will be upgraded to a full Cat A motorway.

Section 2: Thumane – Kashar

This section, will be a full motorway Cat A, will be a 2x2-lane dual carriageway, with a central median and emergency lanes. The total length will be approximately 20 km.

This section will connect the city of Thumane with Kashar region.

Section 3: Kashar – Peze Helmes

This section will be a full motorway Cat A, will be a 2x2-lane dual carriageway, with a central median and emergency lane. The total length will be approximately 9 km. It will start in Kashar and will interchange with the existing Tirana-Durres highway (National Highway, SH2).

Section 4: Peze Helmes – Luzi Vogel

This section, will be a full motorway Cat A, will be a 2x2-lane dual carriageway, with a central median and emergency lines. The total length will be approximately 24 km.

The proposed alignment passes through a number of narrow valleys and steep hills composed of soft geologic formations. This section reaches at Luzi Vogel-Lekaj (Kavaje) area at the cross section with the existing Durres-Rrogozhine road segment (national highway SH4).

Section 5: Luzi Vogel / Lekaj – I/C Rrogozhine

This section forms part of the existing 2x2-lane dual carriageway road segment (SH4). Although a central median is provided, there is no provision for emergency lanes. The total length is approximately 8 km.

Section 5 will be upgraded to a Cat B. road segment and a new trumpet interchange is proposed to replace the existing roundabout between national highways SH4 and SH7 (AIC and 8th Corridor respectively).

Section 6: Rrogozhine – beginning of Fier Bypass

This section also forms part of the existing 2x2-lane dual carriageway highway (SH4). Similar to section 4, a central median is provided but no provision for emergency lanes has been made. The total length is approximately 38 km. Improvements will be also made to existing interchanges and five new grade separated intersections will be constructed to replace some of the existing ones.

1.2. These instructions ("Instructions for Bidders") and the "Invitation to Bid" are addressed to all legal persons and their unions, who aim to participate in this selection competition procedure.

1.3. The Contracting Authority shall reserve the right to terminate this selection competition procedure. The Bidder shall have no right to request any compensation on costs and losses.

1.4. Costs: The winning bidder must bear the costs associated with preparing and submitting his bid as well as any other costs as provided in these documents.

1.5. For the purpose of calculations, unless otherwise provided in these documents, the bidders should take into account the exchange rate of the Bank of Albania for the exchange of foreign currencies, on the Contract notice publication date.

1.6. Road segments indicative maps and orthophotos, as well as other materials, can be accessed on MIE's official website here: <https://www.infrastruktura.gov.al/shpallje/>

2. INDEPENDENT ENGINEER (I.E.)

The winning bidder, after signing the contract, but in any case no longer than 30 calendar days, will be obliged to propose to the Contracting Authority 5 (five) potential candidates for the role of Independent Engineer. The Contracting Authority shall choose by lot among the 5 candidates the one who shall be the Independent Engineer and shall formally notify the winning bidder of this.

The proposal must have all the particulars of the proposed candidates, their relevant experience, and accreditations.

For the proposed candidates for Independent Engineer the following will apply:

- a. The proposed will be of international repute and be recommended as specialized in projects similar to the present. In particular, it will have proved experience as an Independent Engineer, in the development and implementation of project quality management, design check, time schedule, certifications and construction supervision in similar projects and to operate within a certified quality assurance system ISO 9001 for the last five years.
- b. As proof of these credentials together with its written proposal, the winning bidder must accompany it with the following documents:
 - (b1) A certificate of registration of the proposed person to the respective professional registry of his country of origin,
 - (b2) A list of the projects he had performed or performs duties of designer or design checker for the last 5 years with data as kind of project, value, project owner and principal of the Independent Engineer.
 - (b3) Relevant certificates /letters proving his involvement in the projects of the immediately previous paragraph.
 - (b4) ISO 9001 certificate for the last five years.

(b5) Insurance certificate for professional indemnity insurance for an amount of 10 million Euro per occurrence.

(b6) Statement from the proposed Independent Engineer stating that:

It accepts to perform the duties of design Independent Engineer for the project in accordance to the duties and obligations described in the Draft Concession Agreement.

c. Relevant Experience

The I.E, must demonstrate that they accumulatively meet the following:

- The average revenue in the field of IE or Technical Consultant or Project Manager, within the last five fiscal years (2014-2019) shall exceed the amount of 150 million euro (>€150.000.000) while the minimum revenue within the last five (5) fiscal years shall exceed the amount of 100 million euro (>€100.000.000).
- They must have completed within the last five years the construction of similar Projects in at least of one project of 60 km motorway with a cumulative contract price higher than 5 million euro (>€ 5.000.000) excluding VAT. Acceptable Project for demonstrating construction experience means any infrastructure project with a minimum contract price of 300 million euro (€ 300.000.000) excluding VAT. In any case, in order to have the required technical experience, the I.E. must demonstrate that they have constructed Road Infrastructure Acceptable Projects with a final contract price of at least 150 million euro (€ 150.000.000).
- They must have participated as I.E. within the last five years at least in two (2) concession projects.

The costs of the Independent Engineer during the project will be covered by the Contractor.

2. COMPETITION PROCEDURE DOCUMENTS

2.1 Content

2.1.1 Type of the project and the technical requests, the competition procedure, conditions of the contract and the legal and economic financial requests are determined in the documents of the competition procedure, containing:

Appendices

Appendix 1: Bid Form

Appendix 1/1: Technical Proposal Form

Appendix 2: Bid Invitation

Appendix 3: Bid Security Form

Appendix 4: Confidential Information List

Appendix 5: Declaration on Meeting Requirements Laid out in the Competitive Concession/Public Private Partnership Procedure Documents

Appendix 6 Declaration of Conflict of Interest

Appendix 7 Evaluation Form of Realized Works

Appendix 8: Declaration of Availability of Machinery

Appendix 9 Qualification/Participation Attestation Form

Appendix 10: Bidder's Experience Tables

Appendix 11 Declaration on the Trial Status

Appendix 11/1 Declaration on the Fulfillment of the General Criteria

Appendix 12: Evaluation Criteria

Appendix 12/1 Standards and Materials for Project Implementation

Appendix 13: Self Declaration for Foreign Bidders

Appendix 14: Implementation Project and Technical Specifications

Appendix 15: Works Bill of Quantities

Appendix 16: Standard Notice for the Disqualified Bidder

Appendix 17: Award Notification Form

Appendix 18: General Conditions of the Contract

Appendix 19: General Conditions of the Contract

Appendix 20: Contract Guarantee Form

Appendix 21: Contract Notice Publication Form

Appendix 22: Complaint Form to the Contracting Authority

Appendix 23: Power of Attorney Form

Appendix 24: Terms of Reference for the Environmental and Social Impact Assessment Study

Appendix 24/1 Safety, Environment, Health

Appendix 25: Map of the Sites Location and Coordinates

2.1.2 Every bidder shall take into consideration the instructions, the criteria, the conditions, the specifications, the time limits and the entire information in the documents of the competition procedure.

- i) does not complete all the documentation and the documents of the competition procedure; or
- ii) submits a bid which is not in compliance with the conditions and the requests of the document of the competition procedure,

The Contracting Authority shall determine that the bid does not comply with the requirements of the documents of the competition procedure and shall refuse the bid.

2.2 Explanations on the Standard Documents of the Competition Procedure:

2.2.1 The Bidder, who requests clarifications or changes to competition procedure, should submit their request through public procurement system.

All the replies along with the relevant explanations shall be notified to all the interested parties.

2.3 Changes in the documents of the competition procedure:

2.3.1. Any time, before the deadline for the submission of the bids, the Contracting Authority shall postpone the time limit for the submission of the bids pursuant to the law. The CA, for any reason, with their initiative or in reply to requests for changes made by a bidder, shall change the bidding procedure documents.

2.3.2. All the changes made by the Contracting Authority shall be published on the internet page official web of the PPA. The changed documents shall be considered as documents of the competition procedure for this selective competition procedure.

2.3.3. In order for the bidders to have sufficient time to make the relevant changes in their bid, the Contracting Authority may, with his initiative, postpone the time limit for the submission of the bids. In this case, the Contracting Authority, pursuant to the Law “On the concessions and the private public partnership” shall publish the new time limit for submitting the bids on the internet webpage of the PPA.

3. BID: PREPARATION

3.1. The bid shall include the following documents:

- a) The Bid Form filled in compliance with the attached Appendix 1 of CPD.
- b) The Form of the Bid Security filled in compliance with the attached model as Appendix 3 of CPD
- c) The documents related to the concession/public private partnership object (*sketches, designs, etc.*)

4. TENDER DOCUMENTS AND REQUIREMENTS

4.1 Tender documents

The tender documents include:

a) The Legal Bid and on – off criteria

Potential Bidders shall provide a Bid Declaration Form (Appendix 1), which includes, inter alia, a statement confirming that they accept the terms of the draft Concession

Contract part of this document. If the Potential Bidder is a Temporary Union of Companies, Appendix 1 – Bid Declaration Form should be signed by the authorized representative of each member of the Temporary Union of Companies or its representative as defined on the Temporary Union Agreement.

Potential Bidders shall provide certified copies of the decision of the board of directors, shareholders and / or relevant governing bodies of the Potential Bidder for the Bid Submission and Approval by the Potential Bidder 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 defined on the Temporary Union Agreement.

Potential Bidders shall provide a representation authorization which shall bear a legal apostille (if executed in the presence of a Public Authority) on a regular basis as set forth herein.

Potential Bidders shall provide the Bid Security in the form specified in Appendix 3 herein.

Potential Bidders shall provide the information requested in Appendixes 9 & 10 to show that the Candidate satisfies the legal, technical and financial criteria.

b) The Financial Bid

Minimum Revenue Guarantee (MRG)

The Bidder shall submit the form specified in Appendix “Financial Model” of this Competition Procedure Document, which sets the Minimum Revenue Guarantee that the Bidder requests from the Contracting Authority.

c) The Financial Model

Potential Bidders shall submit a financial model in accordance with the requirements of Appendix 9. The Successful Bidder's financial model which will be presented in EURO currency 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 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) Technical Bid

Every Bidder should prepare the Concept-Design for the road segment Milot-Thumanë-Kashar-Luzi i Vogël-Fier (MTKLF), Methodology and Work Schedule, as well as the Manual/ Operational Plan on maintenance and operation, as specified below:

Every bidder during the Concept-Design drafting, based on the proposed construction methodology, will submit without lowering the quality and standard

required, but without limitation, the proposal of a technical bid considering also the modification of elements with the primary aim to lower costs and improve/increase the standard.

The information requested in Appendix 9 is to show that the Candidate satisfies the selection criteria.

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

- ✓ Decision No. 1243/2008 on “The Rules on the acceptance of operators providing transport for people and cargo, times of travel;
- ✓ Law No. 8378/1998, “Road Code of the Republic of Albania,” which sets the categories of roads’ responsible authorities for the roads control, the maximum allowed dimensions and load of the vehicles;
- ✓ Decision of the Council of the Ministers (DCM) No. 153/2000 to approve ‘the Regulation on the Road Code of the Republic of Albania’
- ✓ Guidance of the Ministry of Transport and Public works (MTPW) no. 2/2010 “Technical testing of Vehicles)”
- ✓ The Law on “Albanian Road Authority” (ARA) No. 10164/2009
- ✓ The Law No. 8402, dated 10.9.1998 "For the control and disciplining of the construction works", amended.
- ✓ Technical Regulation on road designing adopted by DCM No. 628, dated 15.7.2015 "For the Approval of the Technical Rules in Designing and Construction of Roads", as amended.
- ✓ SSH EN 1992-1-2 Eurocode 2: Design of concrete structures
- ✓ SSH EN 1997-1; 2004 Eurocode 7: Geotechnical design
- ✓ SSH EN 1998-5:2004 Eurocode 8: Design of structures for earthquake resistance – Part 5: Foundations, retaining structures and geotechnical aspects
- ✓ Law No. 158/2013 "On road tunnel safety"
- ✓ CIE 88/2004 Standard (Guide for the Lighting of Road Tunnels and Underpasses) or equivalent
- ✓ and other provisions approved by the Albanian and European institutions

f) The Construction Works to Include a minimum of the following sections and contain:

- The Methodology of the Execution of the construction Work, as per Concept-Design, developed by the potential Bidders.
- The Works Schedule, as per the Concept-Design, developed by the potential Bidders.
- The Site’s Plant Machinery and Equipment Capacity.
- Health and Life protection: 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 staff 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.
- Plans/Manuals for Maintenance Services, shall minimally, include all the following sections and contain but not limited to: plan 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 existing sections of MTKLF corridor.
- Quality Assurance plan: 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 operation and maintenance services in accordance with the contractual requirements.
- Total costs of the design, financing, building, operation and maintenance of the road segment detailed in the business plan of the Bidder.

g) Organization: an organizational chart of the Bidder, including the main administrative units, a brief description of key managerial and technical positions and key personnel experience records, and the approximate total staff numbers in the key organizational units for the constructing phase and the maintenance phase too.

- i.** Traffic Control: A general plan for traffic control and assistance to users, including emergency response and lane closures, staff estimates and other resource requirements.
- ii.** Maintenance and operation: 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.

The plans for the operation and maintenance must contain at least the following items:

1. Traffic Management (permanent and temporary traffic management)
2. Emergency procedures, including closing of lanes in cases of emergency situations (incidents, accidents, but not limited to). The counterplan in case of emergencies.
3. Safe operation of the MTKLF road segment and the safety of the users and the work force of the concessionary and the permitted visitors on the road in accordance with the plan of Health and Safety.
4. Description of the structure through the periodic reports

5. Directions for the maintenance of the MTKLF road segment including structural and non-structural elements, equipment and machinery.
 6. Procedure for the planning of works for the routine maintenance works and all necessary repairs.
 7. Company organization
- iii. Protection of health and safety: 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.
 - iv. Environmental and Social Management (i) environmental policies (ii) procedures for the lowering of negative impacts, (iii) monitoring procedures, (iv) review and auditing procedures and (v) consultation and the informing of the public procedures
 - v. Business Plan.
 - vi. Documents related to the object of concession/public private partnership facility (drawings, projects, etc.)
- Construction works shall include at least the following sections and contents:
- Construction works realization methodology, according to the concept Design – Idea, developed by the Bidder
 - Works schedule based on the concept Design – Idea, developed by the Bidder
 - Machinery availability statement
 - Health and Safety: Concessionaire Policies related to the protection of health and safety, organization and responsibilities, provision of a safety office and officer (specific employee for incident prevention), employee training, safe construction requirements, risk assessment and management procedures, measures for the storage and processing of hazardous materials, facilities for field medical and social care, procedures for extraordinary events, traffic management and speed limitation.
 - Environmental and Social Management: (i) environmental policies (ii) procedures to mitigate adverse impacts (iii) monitoring procedures (iv) assessment and audit procedures, and (v) public consultation and information procedures
 - Operational Manual/Plan for maintenance and operation, will include at least all sections and will include, but not be limited to the following: Quality Control plan, which includes the proposed organization and inspection responsibilities, sampling and testing of materials and works for the maintenance of existing MTKLF corridor sections.
 - Quality Assurance Plan: a description of the proposed quality control approach, including procedures, methods, staff and other resources to ensure the quality of developing project implementation, construction works and operational and maintenance services, pursuant to contract requirements.

- Total design, financing, construction, operation, and maintenance cost for the road segment detailed in the Bidder business plan.

g) Organization: an organizational chart of the Bidder, including the main administrative units, a brief description of key managerial and technical positions and key personnel experience records, and the approximate total staff numbers in the key organizational units for the constructing phase and the maintenance phase too.

- i.** Traffic Control: A general plan for traffic control and assistance to users, including emergency response and lane closures, staff estimates and other resource requirements.
- ii.** Maintenance and operation: 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, and the Operation Manual.

The plans for the operation and maintenance must contain at least the following items:

1. Traffic Management (permanent and temporary traffic management)
 2. Emergency procedures, including closing of lanes in cases of emergency situations (incidents, accidents, but not limited to). The counterplan in case of emergencies.
 3. Safe operation of the MTKLF road segment and the safety of the users and the work force of the concessionary and the permitted visitors on the road in accordance with the plan of Health and Safety.
 4. Description of the structure through the periodic reports
 5. Directions for the maintenance of the MTKLF road segment including structural and non-structural elements, equipment and machinery.
 6. Procedure for the planning of works for the routine maintenance works and all necessary repairs.
 7. Company organization
- iii.** Protection of health and safety: 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.
 - iv.** Environmental and Social Management (i) environmental policies (ii) procedures for the lowering of negative impacts, (iii) monitoring procedures, (iv) review and auditing procedures and (v) consultation and the informing of the public procedures
 - v.** Conceptual Business Plan.
 - vi.** Documents related to the object of concession/public private partnership facility (drawings, projects, etc.)

An economic operator shall submit only one bid in the same procedure.

Every false data shall constitute the legal cause for the Contracting Authority to disqualify the Bidder at any time. If such a thing is revealed or notified after the contract is signed, the Contracting Authority is entitled to terminate the relations of the contract unilaterally and to receive a compensation for the current losses. According to the Criminal Code of the Republic of Albania, providing false information, drafting false or falsified documents as well as every statement or any other data which does not reflect the truth, is considered a criminal offence.

The Bidder should use only the Competitive Procedure Documents, without applying any changes to their content.

4.2 Bid Security:

4.2.1 As a part of his technical bid, the bidder shall submit the Bid Security according to the Form of Bid Security (submitted in Appendix 3: Form of Bid Security), in the value of 2% of the foreseen reinstatement costs submitted by the Bidder (VAT excluded).

4.2.2 Bid Security shall be submitted mandatorily in the form of a deposit or guarantee issued by a bank or insurance company licensed in accordance with the legislation in force in the country of origin. The bidder shall guarantee that the Bid Security is valid for a 30-day period after the completion the validity of the bid which is 150 days. Hence, the bid shall be insured for 180 days from the date of the expiration of the time limit for its submission. For motivated reasons, the Contracting Authority may require from the Bidder to extend the validity period of the Bid Security in case certain circumstances impact on the extension of the evaluation time frame of the relevant bid or in the submission of the of the Contract Security or on any other case which impacts on the extension of a mandatory time frame. If the Bid Security validity period is not extended, the Bidder is disqualified.

4.2.3 The Bid Security shall be submitted along with the bid before the expiration of the time limit for the submission of the bids. Every bid which is not accompanied with the Bid Security shall be refused by the Concession Commission among the Bids Evaluation. Bid Security shall be submitted on behalf of: i) the company, in case the Bidder is a sole company; or ii) on behalf of the leading company if the Bidder is a temporary union of companies. The Bid Security for a Bid submitted by JV /Consortium shall be deemed to include the entire by JV /Consortium and as in the name of every member of the consortium.

The Bid Security for a Bid submitted by an operator consortium shall be in compliance with Article 25 of Decision of Council of Ministers No. 575, dated 10.07.2013 "On the adoption of rules for the concession / PUBLIC PRIVATE PARTNERSHIP EVALUATION AND AWARD", as amended

4.2.4 The non-Winning Bidder, the Contracting Authority will release the Bid Security, as soon as possible but not later than 30 days after the bid validity period expires or after its deadline extension.

The Bid Security might be submitted in the form of an unconditional guarantee.

The Bid Security Form shall be signed by the Issuer and shall be submitted prior to the opening of the bids, otherwise the bids will be refused.

4.2.5 The Bid Security of the Winning Bidder will be release from the Contracting Authority after the submission of the Concession Contract from both parties.

4.2.6 The bid Security may be kept by the Contracting Authority in the cases when the Bidder:

- i. withdraws his bid during the competition procedure before the bid validity time limit expires.
- ii. does not present the Contract Security (contract insurance) (if he is the winner);
- iii. does not sign the concessionaire contract (if he is the winner) within the time limits specified in the Winner's Notification Form (Appendix 17: Winner's Notification Form);
- iv. has declared false data in his Bid
- v. in case of award announcement, refuses to pay the expenses as per the paragraph above.

4.3 Power of Attorney: Every bidder (or member of the Temporary Union, when the Bidder is such) shall submit a notary power of attorney in the form determined in Appendix 23 which indicates that the person (persons) who have signed the Bid are entitled to sign it.

4.4 Bid Validity Period: The bids shall be valid for 150 calendar days starting from the moment of the expiration of the "bids submission deadline". A bid with a shorter validity than the stipulated deadline shall be refused by the Concession Commission as acceptable.

Exceptionally, the Contracting Authority may request the Bidder to extend the Bid Validity Period. The Contracting Authority's request shall be in writing. The Bidder that accepts to extend the Bid Validity Period and shall notify in writing the Contracting Authority, shall extend the Bid Validity Period and shall submit an Extended Bid Security. The Bid shall not be modified. In case the Bidder does not respond to the request made by the Contracting Authority regarding the bid validity period extension, or does not extend the validity period or does not submit an Extend Bid Security, then it shall be considered that the Bidder has refused the Contracting Authority's request. In such case, The Contracting Authority shall reject the bidder without further request to the parties.

In case of an extension of the Bid Validity Period, the Bid Security period shall also extend pursuant to paragraph 3.2.2.

4.5 Format and signing the bid

4.5.1 Every bidder shall prepare and submit the bid on the webpage of the Agency of the Public Procurement (APP) of Albania. Detailed information regarding the uploading of the bid is found in the manual, which is published in the address <https://www.app.gov.al>.

4.5.2 The bidder, who is announced the winner of the competition, shall submit to the Contracting Authority the original bid. The original bid shall be typed/printed or written in ink, which does not vanish. The person or persons who are entitled to sign

(authorized through the power of attorney submitted as a part of the Technical Bid, in compliance with paragraph 3.3) shall sign the Bid:

- i) Signing the original version of the bid; and
- ii) Writing the initials on each page of the original version of the documents, which accompany the economic bid.

4.5.3 The bid shall not bear changes, omissions or additions, except for the cases when corrections are signed by the person or persons with the right to sign the bid. The original bid shall be identical with the bid uploaded on the internet webpage of the PPA.

5. SUBMISSION OF THE ORIGINAL BIDS

5.1 Bid format and signing

5.1.1. Pursuant to DCM No. 130, dated 12.03.2014 “On Electronic Completion of the Competing Procedures of the Concession/Public Private Partnership” and the DCM No. 575, dated 10.07.2013 “On the adoption of rules for the concession / public private partnership evaluation and award” as amended, the bid shall be submitted in the electronic format in compliance with the instructions of the Public Procurement Agency of Albania. You can find comprehensive information on this procedure at the official webpage www.app.gov.al.

5.1.2 The Contracting Authority does not bear any responsibilities towards every Bidder, claim or complaint on confusions regarding the submission of the Bid, except for the case when a bid is not received in the appropriate way due to the lack of the appropriate infrastructure by the Contracting Authority.

5.1.3 In every case, the Bidder shall submit electronically all the information mandatory and necessary for the presentation of their bid.

5.1.4 The successful bidder shall submit the original bid at the Contracting Authority. The original bid shall be put in a closed and sealed envelope/box. The name and the address of the bidder and the note:

Bid on the project “Design, build, finance, operation, maintenance, rehabilitation and transfer of road segment motorway Milot-Thumane-Kashar-Luz I Vogel- Fier”

The original bid shall be submitted to the following address:

Addressed to:	Ministry of Infrastructure and Energy
CC:	Concession Award Commission/PPP
Address:	“Abdi Toptani”, Street, No. 1, Tirana, Albania

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 fulfilment 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.

The Contracting Authority will not allow the submission of alternatives bids from the same Bidder.

5.2 Bids submission deadline

5.2.1 The bids should be submitted through the PPA official website: www.app.gov.al.

within 28.09.2020, time: 12.00 (CET)

The Winning Bidder shall be notified in writing by the Contracting Authority on the original bid submission time frame.

6. BIDS COMMENCEMENT AND EVALUATION

6.1 Bids Commencement

6.1.1 The Concession Commission shall perform the identification of bidders and opening of bids submitted to PPA webpage, after bids submission deadline expiry.

6.2 Bids Evaluation

6.2.1 After the bid is opened, the Concession Commission shall review it to determine if the bid is acceptable, if the required documentation has been submitted, if the documentation was duly signed and if the bid is correct.

6.2.2 The evaluation of the Contracting Authority shall be based on these documents, on the legal and financial criteria establish in this document and on the data, on the content of the bid itself and if necessary, the Concession Commission may claim clarifications from the Bidders, which do not constitute a change in the essence of the Bid. The clarifications shall be only in writing or/and reflected in the relevant minutes. Also, in special cases, the Contracting Authority is entitled to involve even different experts who may assist in treating those cases which pose difficulties for the Concession Commission.

6.2.3 The bid shall be considered invalid, if:

- i. the bidder has not submitted the Bid Security.
- ii. the bid contains false data.
- iii. it has not completed one or more of the legal, technical and financial requests of the invitation for the competing procedure.

- 6.2.4** The commission of the Bids Offers evaluates a valid bid even if it contains small deviations, which do not change materially or do not deviate from the characteristics, the other conditions and requirements determined in the documents of the selective procedure, or mistakes which may be corrected without changing its content.
- 6.2.5** If more than one financial bid has the same value or the same points, then the bidder shall be determined through a lottery in the presence of the bidders.
- 6.2.6** The Concession Commission drafts the final classification, which shall be notified publicly and shall be communicated to the Bidders. After the notification of the final classification, every bidder may claim an administrative review of the selection process, when he considers that an action undertaken by the Contracting Authority and the Concession Commission is in contradiction with Law No. 125/203 “On concessions and public private partnership” amended, and the DCM no. 575, dated 10.07.2013 “On the adoption of rules for the concession / public private partnership evaluation and award”, amended, using the form of the Competing Procedure Appeal, stipulated in Appendix 22.
- 6.2.7** Upon the completion of the appeal procedure, the Concession Commission prepares the final report of bid evaluation and proposes to the Chairman of the Contracting Authority, the results achieved by each bidder to approve.
- 6.2.8** Following the classification results, the Contracting Authority shall consider the Competition Procedure:

1. Invalid, when the Bidder:

- a) does not submit the required bid security.
- b) does not meet none of the material requirements of the call for proposals.
- c) has submitted false data for the nature of the material in its bid.

2. Unsuccessful, when:

- a) none of the submitted bids fulfils the requests of the documentation for a competing procedure.
- b) the Contracting Authority decides that none of the submitted bids does not provide acceptable financial or technical solutions.
- c) the Council of Ministers of the Republic of Albania does not approve the concession contract.

6.3 Invalidation and Failure of the Competitive Procedure;

The Competing Procedure is considered unsuccessful when:

- i) None of the submitted bids fulfils the requests of the documentation for a competing procedure;
- ii) The Contracting Authority announces the closure of the competing procedure, due to the lack of the economic convenience of the bids or of the project itself;
- iii) Or there are no participants in the competition.

6.4 Illegal actions

In compliance with the legislation on the prevention of the conflict of interest and the ethics in public administration, the Contracting Authority refuses a bid if the bidder who submitted it:

- i) Has given or prepares to give to a current or previous employee of the Contracting Authority a present in money or not, as an attempt to impact on an action or decision, or the development of the competition procedure; and/or
- ii) Is under the conditions of a conflict of interest in this procedure, such as – a bidder has a relation with a natural or legal person who is appointed by the Contracting Authority to provide consulting services during the preparation of the projects, specifications or other documents in relation with the competing procedure or has a relation with members of the Commission of Bids evaluation.
- iii) Has submitted false documents/information which are related with the requests submitted in the Standard Documents of the competing procedure.

The Contracting Authority informs the bidder in writing and the Agency of Public Procurement for the refusal of the bid and the reasons for this refusal and makes the relevant note in the report on the competition procedure.

6.5 Designation of the Winning Bidder and Contract Signature

6.5.1 After the expiry of complaint term, the Contracting Authority shall inform the Bidder, whose bid is selected as the best one, through the delivery of the Winner's Notice, as provided for in the Winner's Notice Form.

A more detailed copy of this notice is published in the Bulletin of Public Notices.

Upon signing of the contract, the winning Bidder shall submit to the Contracting Authority the Contract Security in the amount of 3% of the Contract value.

The Contract Security Form, provided for under Appendix 20, shall be signed and submitted. The Contract Security may be submitted in the form of i) unconditional bank guarantee or ii) insurance policy.

6.5.2 The Contracting Authority and the Winning Bidder shall negotiate in good faith the conditions and final deadlines of the Concession Contract / Public-Private Partnership Contract, taking into consideration that the Winning Bidder shall be required to sign a Concessionary Contract under the Special and General Conditions of the Contract signed by him in every page and submitted as part of the Technical Bid, as amended (if applicable) during the negotiation process of the Concession Contract/Public-Private Partnership.

- 6.5.3** Before the contract signing it is made clear that, if the Winning Bidder (for if the Winning Bidder reasons) shall not submit the Contract Security and/or shall not Sign the Special and General Conditions of the Contract, the Contracting Authority shall withhold to the Winning Bidder, the Bid Security and invite other Bidders, by rank of order in the final classification, until receiving the Contract Security and General and Special Conditions signed in each page by Bidders, by rank of order or to reject all remaining Bids.
- 6.5.4** The Contracting Authority shall publish in the Public Announcement Bulletin the name of the Concessionaire and the main terms of the Concession Contract within 30 days of the signing of the contract.

Appendix 1

BID FORM

[Appendix to be submitted by the economic operator]

Name of Bidder _____

To: [Name and address of contracting authority]

Date: [Date of submission]

* * *

Concession/public private partnership procedure: [Open procedure]

Short contract description: [object]

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

* * *

The bid submission form is defined as follows:

a/a	TECHNICAL CRITERIA	Reference / Bidded value
(1)	Technical proposal for road Construction and maintenance	
	a. Concept-Design	
	b. Methodology of works	
	c. Operational Plan of Maintenance and availability	
	d. Health & Life protection	
(2)	Environmental Impact	
(3)	Social Impact	
(4)	Term for Completion of the Works	
	a. Milot - Thumane	
	b. Thumane - Luzi i Vogel/Lekaj	
	c. Luzi i Vogel/Lekaj - Fier	

a/a	FINANCIAL CRITERIA	
(1)	Toll rate /km/pcu	
(2)	Guarantee - starting level (below base case revenue level – State from the first year of operation to 2040 - annual)	
(3)	Max Guarantee amount required (from the first year of operation until 2040 - annual)	
(4)	Reward - starting revenue base case level (below base case revenue level - State throughout the concession period-annual)	
(5)	Percentage of Reward	

Note: Specify the Project Implementation delivery time

Bidder signature _____

Seal

APPENDIX 1/1

TECHNICAL PROPOSAL FORM

Ref: []

Date: []

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

Bidding Procedure:

Brief Description of the Concession

Referring to the 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 2

BID INVITATION¹ (NOT APPLICABLE)

The Ministry of Infrastructure and Energy hereby invites for submission of bids for the following works:

Location of employment contract execution

Contract execution timeline – 35 years

Bids should be filed electronically before 28.09.2020 at 12:00 (CET)

When bids must be submitted via electronic means, economic operators should submit them electronically on the official PPA website at, www.app.gov.al

¹ This appendix applies to the limited procedure and the preliminary announced negotiation procedure

Appendix 3

[Bank letterheaded/Insurance Company]
[To be submitted by the economic operator]

BID SECURITY FORM

[Date _____]

For: [Name and address of contracting authority]

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

Concession/public private partnership procedure [type of procedure]

Short contract description: [object]

Publication (if applicable): Public Notice Bulletin Board [Date] [Number] / Reference no. on PPA website

In reference to the above mentioned procedure,

We hereby attest that [name of guaranteed bidder] has deposited with [name and address of bank / insurance company] an amount of [currency and amount, expressed in figures and words] as a condition to guarantee the bid, submitted by the above mentioned economic operator.

We undertake to transfer the guaranteed amount to the accounts of [name of contracting authority] within 15 (fifteen) days from your first and written request, without seeking explanations, upon condition that this request mention non-fulfillment of one of the following conditions:

- the Bidder withdraws or modifies its Bid during the Bid's validity period;
- the Bidder does not provide the contract security (in case it is announced a winner);
- the Bidder does not sign the Concession Contract (in case it is announced a winner) within the terms specified in the Winner Award Notice;
- the Bidder has made false declarations in its Bid;
- If declared a winner, the Bidder refuses to pay expenses pursuant to paragraph 1.4 of the CPD

This guarantee shall remain in force up to [contract notice of invitation for tender] days from the expiry of the bid submission deadline on the PPA website.

[Representative]

Appendix 4

CONFIDENTIAL INFORMATION LIST

[Appendix to be filled in by the Economic Operator]

(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 you want to remain confidential	The reasons why this information should remain confidential	The term that this information should remain confidential

Appendix 5

[Appendix to be filled in by the Economic Operator]

DECLARATION ON MEETING REQUIREMENTS LAID OUT IN THE COMPETITIVE CONCESSION/PUBLIC PRIVATE PARTNERSHIP PROCEDURE DOCUMENTS

of the economic operator participating in the procedure of concession/public and private partnership to take place on _____ from the Contracting Authority
_____ concerning _____

I, the undersigned _____ in the quality of _____ of the
_____ economic operator hereby declare that:

We meet all technical specifications set out in the documents of Concession/Public and Private Partnership and accept them without any reservations and remarks. We also declare under our full legal responsibility that we agree with all technical specifications provided and we meet them pursuant to the provisions of the Concession/Public Private Partnership documents. We meet all legal, financial, economic and technical specifications requirements set out in the competitive procedure documents, and attest to this with certificates and documents submitted with this statement.

Our bid is valid for the period defined in the standard competitive procedure documents.

We will not participate as bidders in more than one bid for this competitive procedure.

We hereby authorize the contracting authority to verify the information/documents attached to this bid.

Should our bid be accepted, we will guarantee the contract, as provided in the standard competitive procedure documents.

Should we be declared winners of the competitive procedure, we agree to sign the Contract pursuant to the contract conditions form.

Date of statement submission _____

Bidder's representative

Signature

Seal

Appendix 6

[Appendix to be filled in by the Economic Operator]

DECLARATION On Conflict of Interest

of the economic operator participating in the procedure of concession/public and private partnership to take place on _____ from the Contracting Authority _____ concerning _____

A conflict of interest is the state of conflict between the public office/duty and the private interests of an official in which he has private, direct or indirect interests that affect, may influence or appear to influence an unfair performance of his public duties and responsibilities.

Under Article 21, paragraph 1, Law no. 9367, date 7.4.2005, the categories of Officials as provided under Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the signing contracts between a party and the public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of the Constitutional Court, Judges of the High Court, the Head of Supreme State Audit, the General Prosecutor, First Instance and Appeals Judges and Prosecutors, the Ombudsman, Members of the Central Election Commission, Members of High Council of Justice, General Inspector of the High Inspectorate of Declaration and Audit of Assets and Conflict of Interest, Members of regulatory Entities (Bank of Albania Supervisory Council, including Governor and Deputy Governor, competition, telecommunication, electricity, water supply, insurance, bonds, media authorities), General Secretaries of Central Institutions as well as any other public official in any public institution whose position is equivalent to that of the General Director, heads of public administration bodies that are not part of civil service.

The mid level leadership civil servants, under article 31, and officials covered by Article 32 of Chapter III, section 2 of this Law, the prohibition of paragraph 1 of this article, on grounds of private interests of the official, as stipulated herein, shall be applied only in case of contracts within the institution's scope and territory of jurisdiction, where the official works. This prohibition is applicable also when party to the contract is an institution under the subordination thereof.

When the official is a mayor or deputy mayor of a municipality or commune, or the chairman of a regional council, member of the respective council, or a high management official of a local government unit, the prohibition due to private interests of the official, specified herein, is applicable only in the case of entering into contracts, if any, with the municipality, commune or region where the official exercises such duty. This prohibition is applicable also when party to the contract is an institution under the dependency thereof. (Article 21, clause 2, Law No.9367, date 07.4.2005).

The prohibition provided for under Article 21 clause 1, 2 and 24 of Law no. 9367, date 7.4.2005, with the respective exemptions, is applicable to the same extent also to the persons related with the official, **i.e. spouse, cohabitant, adult children and parents of the official and of the spouse.**

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

I am aware of the requirements and prohibitions stipulated in Law no. 9367, dated 7.4.2005 "On the Prevention of Conflict of Interest in the Exercise of Public Functions" as amended, as well as by the bylaws issued for its implementation by the High Inspectorate of Declaration and Audit of Assets and Law no. 125/2013 "On concessions / public-private partnership".

Accordingly, I declare that no official specified in **Chapter III, Section II** of Law no. 9367, dated 7.4.2005, and in this statement, holds private interests directly or indirectly with the legal entity I represent.

Date of statement delivery _____

Name, Surname, Signature

Stamp

Appendix 7

[Appendix to be submitted by the Economic Operator]

EVALUATION FORM

(This form shall be followed with a commissioning act and situations for similar contracts)

Contracting Authority/Investor	
Address/Tel.	
Name of Chair/Administrator	
I HEREBY CERTIFY THAT:	
The Contracting Authority/Investor has signed the contract with	
Name of Operator, NUIS/ Operator Joint Venture, NUISET/ Subcontractors NUISET/	
Address(es)	
Scope of Contract	
Contract start date	Estimated End Date
Value according to Contract	Value realized
% of E.O. Joint venture and description of works undertaken by each member. Subcontractors.	
Evaluation	(Expressed in text)
	Completed
	Incomplete
Signature	
Seal of Contracting Authority	

Appendix 8

[Appendix to be filled in by the Economic Operator]

ON THE POSSESSION OF MACHINERY

Economic Operator: _____

I hereby declare that it possesses technical equipment and other physical assets to realize the scope of the _____ contract

Owned by				
Type of Machine	Plates	No. of circulation permit	VIN No.	Other
1				
2				
3				
4				
5				

And

Leased					
Type of Machine	Vehicle maintenance	No. of vehicle circulation permit	Vehicle VIN No.	Lease Contract No. (notary public)	Lease contract duration (start and end dates)
1					
2					
3					
4					
5					
6					

- Omit/add others if required.

We authorize the contracting authority to verify the information provided in this table.

CONTACT PERSON (for this bid)

Name:

Address:

Phone No.

Fax:

E-mail:

Signature

Seal

Appendix 9

[Appendix to be filled in by the Economic Operator]

1. QUALIFICATION/PARTICIPATION ATTESTATION FORM

The Candidate / Bidder shall submit:

1. A document proving that (your entity):

a) is not under bankruptcy process,

b) has not been convicted of a criminal offense, in accordance with Article 45/1 of the PPL,

c) has not been convicted, by virtue a final court decision related to the professional activity, issued by the National Business Center. The above requirements are supplemented by the submission of the Commercial Data Extract for the Entity Data, the Extract on the Entity History, issued by the National Business Center, and the entity's self-declaration, according to the Appendix under Extra Number "Judicial Records Statement".

2. A document proving that (your entity):

a) has met the fiscal obligations,

b) has paid all the social security obligations, issued by the Tax Administration.

The General Admission Criteria shall not be changed by the contracting authorities. These criteria (points 1.2) shall be proven through documents issued no earlier than three months from the date of bid opening.

3. The economic operator must be registered with the relevant professional or trade registers of the State in which they are established, by certifying their legal personality. For this purpose, the candidates shall submit a copy of the Extract on the History Case of the Entity, issued by the National Center of Registration. The foreign Candidate/ Bidder shall prove that he meets all the requirements listed above.

If the aforementioned documents are not issued in their country of origin, then a written statement shall be sufficient. If the language used in the procedure is Albanian, then the foreign language documents shall be accompanied by a notarized translation into Albanian.

In cases of the consortium of economic operators, each member of the group shall deliver the above cited documents.

In addition, if the bid is submitted by a consortium of economic operators, the following documents shall be presented:

a. Notarized Agreement, according to which the consortium of economic operators is officially established;

b. Special Power of Attorney.

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.

2. SPECIAL QUALIFICATION CRITERIA

1. In order to certify that the economic operators are qualified, the bidder shall submit:

Appendix 1: Bid Form filled in and signed accordingly
Appendix 1/1: Technical Proposal Form
Appendix 3: Bid Security Form
Appendix 4: Confidential Information List
Appendix 5: Declaration on Meeting Requirements Laid out in the Competitive Concession/Public Private Partnership Procedure Documents
Appendix 6 Declaration of Conflict of Interest
Appendix 7 Evaluation Form of Realized Works
Appendix 10: Bidder's Experience Tables
Appendix 11 Declaration on the Trial Status
Appendix 11/1 Declaration on the Fulfilment on the General Criteria
Appendix 12: Evaluation Criteria
Appendix 13: Self Declaration for Foreign Bidders
Appendix 14: Implementation Project and Technical Specifications
Appendix 25: Map of the Sites Location and Coordinates

2. To prove that the economic operators have been qualified, the bidder shall submit:

2.1 The legal capacity of the economic operator,

The following legal documents and background information:

- i. An excerpt issued by the Trade register, the Court vested with Commercial matter of competence, or any other competent public authority in the jurisdiction of the bidder, evidencing the registration of the bidder as a legal entity
- ii. An attestation issued by a competent public authority in the jurisdiction of the bidder, confirming that the bidder is not subject to bankruptcy
- iii. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder has not been convicted of a criminal offense
- iv. An attestation issued by a competent authority at the jurisdiction of the bidder certifying that the bidder has not been convicted in connection with its professional activity
- v. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder's capitals and assets are not subject of a bailiff enforcement order
- vi. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder is not in criminal prosecution

vii. An attestation issued by a competent public authority in the jurisdiction of the bidder (i.e. tax authority), certifying that the bidder does not have unsettled tax liabilities or social security obligations

viii. A document evidencing the organizational structure of the bidder

ix. The bidder should not be listed as an entity which cannot carry out commercial activity in Albania or EU states and should not be blacklisted in International Financial Institutions' (IFIs') lists.

x. The bidder must not appear on any UN list of persons suspected of involvement in terrorist activities or any other relevant national or international blacklists.

xi. The bidder and any shareholder in its ownership chain, including its ultimate beneficial owner, or any of its subsidiaries or principals, must not reside, have activities in, trade with or have links to the countries embargoed by OFAC or subject to EU or UN sanctions or is in a country that is blacklisted by the EU.

xii. 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 that the bidder submits a written statement. If the language used in the procedure is Albanian or English, then the documents in foreign languages must be accompanied by a certified translation in Albanian or English. All documents submitted by Bidders must be in original, or certified copies by a public notary. Documents issued by public authorities at other jurisdictions, and documents certified by a public notary at other jurisdictions must be legalized as per Hague Apostille Convention of 05.10.1961.

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 (joint operators), 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 parties of the company or the Joint Venture of the Companies and / or the Consortium.

In the case of an Consortium, basic information on the Bidder (or each member of a Consortium), the bidder must provide a declaration including an up to date list of shareholders

and information on ultimate beneficiaries of the Bidder who ultimately own or control a company and/or the natural persons on whose behalf a transaction or project is being conducted, and/or those persons who exercise ultimate effective control over a legal person or arrangement, have substantial economic interest in or receives substantial economic benefit from a company. This information should encompass in particular individuals who meet one or more of the following five conditions:

- i. directly or indirectly holds more than 10% of shares in the Bidder;
- ii. directly or indirectly holds more than 10% of voting rights in the Bidder;
- iii. directly or indirectly holds the right to appoint or remove a majority of the directors of the Bidder;
- iv. has the right to exercise, or actually exercises, significant influence or control over the Bidder; and/or
- v. where a trust or firm would satisfy one of the first four conditions if it were an individual, any individual holding the right to exercise, or actually exercising, significant influence or control over the activities of that trust or firm.

Information for each beneficial owner must include:

- (i) the present full name and any former name.
- (ii) nationality and national identity number.
- (iii) country of residence.
- (iv) the date and place of birth.
- (v) level of beneficial ownership; and
- (vi) details of how ownership, control or economic interest is exerted. If all such details have been filed on a centralized beneficial ownership register in the country of registration, the application may fulfill this requirement by cross-referencing and attaching such filing.

Each member of a Joint Venture should disclose beneficial ownership information. A Bidder shall give written notice to Concession Commission, as soon as reasonably practicable, of any material change, including changes in beneficial ownership from that originally reported.

Also, the operator must submit:

1. A document attesting that your entity's equity/assets are not subject to judicial bailiff or no order of seizure is issued on them, issued by the Bailiff's Office of the city you have your registered seat;

2. An attestation issued by a competent public authority in the jurisdiction of the bidder, confirming that the bidder is not subject to bankruptcy;
3. A document attesting that your entity has met fiscal obligations, issued by the Tax Administration;
4. A document attesting that your entity has paid all the social insurance obligations, issued by the Tax Administration;
5. A document attesting the bidder's organizational structure.
6. An attestation confirming the settlement of all matured electricity obligations of the energy contracts for all objects where the bidder operates, according to 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 (five) days from the date of filing the request by the Economic Operator.

The above-mentioned criteria are met only if the submitted documents are original or notarized copies.

The bidding companies should be registered in relevant state occupational or commercial registers by which they have been established, attesting their legal personality. **For that the candidate should submit the entity historical extract issued by the National Business Center.**

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 (according to the form submitted in Appendix 13). 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 may investigate whether these attestations 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 the case of Temporary Union of companies, as well as in the case set out above, the requirements of Appendix 11 are binding on each of the members of this joint venture.

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 9, they shall be filled by both the participating economic operator and the member of the holding company whose capacities the economic operator will use.

The decision taken by the relevant managing authority of the company/companies shall include at least the following:

- 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.
- c) Term regarding the commitment for funding

Bidders shall present evidence of trustworthy and verifiable funding agreement regarding project's financing which shall be in the form of a letter(s) of interest for the "in principle" support of the project. This evidence shall be issued by one or more reputable financing institution or an authorization/engagement letter from the company's Board, or similar highest decision-making authority of the Bidder, to provide funding from internal sources, and proof of available funds or a combination of the above.

Legalization of documentation

Documents secured outside Albania's territory by foreign legal entities should be legalized 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".

Temporary Joint venture (Temporary Union Members)

(In line with Article 25 of DCM No. 575, dated 10.07.2013, "On the adoption of rules for the concession / public private partnership evaluation and award", as amended)

Economic Operators can bid alone or create economic operator groups and bid as a single candidate.

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. The willingness to enter into a temporary union of companies shall be clearly expressed by a decision of the decision-making body of all companies participating in the temporary union contract. In order to attest which is the decision-making body in this temporary union of companies, the current statute of each of the companies participating in this temporary union should be submitted.

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.

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

Each economic operator must meet the legal requirements provided for in the legislation in force and those set out in the tender documents. “The Economic, financial, professional and technical requirements must be met by the whole group, taken together, in accordance with the percentage of participation in the work/service determined in the agreement act. 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.

1.2. Financial and Economic Capacity:

The Bidder should have the necessary financial resources to execute the object of procurement, and undertakes any risk that might occur, as provided for or implied in General and Special Conditions of Contract.

All Bidders shall demonstrate an economic and financial standing that ensures the financing of the implementation of the scope of the Concession Agreement. In this context, Bidders shall demonstrate with their Bid Submission the following:

1.2.1. If the Bidders are legal persons, they must demonstrate that they fulfill the following prerequisites:

- a. The average of the Results (Earnings/Losses) before Taxes of the last three (3) Fiscal Years should be positive (>0), as shown in the Audited Financial Statements of the Last Three Fiscal Years. For Joint Venture of Persons, the average of the Results before Taxes for the last three fiscal years of each Member of the Joint Venture of Persons shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor (expressed in decimal numbers).
- b. The average of the Equity of the last three fiscal years (3) shall exceed the amount of euro550.000.000 € (five hundred and fifty million) as shown in the Audited Financial Statements of the Last Three Fiscal Years. For Joint Venture of Persons, the average of Equity of the last three fiscal years of each Member of the Joint Venture of Persons shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor (expressed in decimal numbers).
- c. The average of Debt Financing to the average of the Equity of the Candidate / Bidder of the last three fiscal years shall be less than two (2), as shown in the Audited Financial Statements of the Last Three Fiscal Years. For Joint Venture of Persons, the average of Debt Financing and the average of Equity for the last three fiscal years of each Member of the Joint Venture of Persons shall be weighed with the percentage of their participation in this Joint Venture as a weighing factor (expressed in decimal numbers).

1.2.2. If the Bidder or Joint Venture Member thereof is an investment fund, the amount of the net assets shall exceed the amount of € 550.000.000 (five hundred and fifty million Euros) on average during the last three (3) audited fiscal years before the Submission Deadline or the amount of the active and not invested funds during the last fiscal year before the Submission Deadline exceeds the same amount as above of € 550.000.000 (five hundred and fifty million Euros).

1.2.3. For the purposes of the cases under 1.2.1 and 1.2.2, the Bidder shall submit the Audited Financial Statements of the last 3 (three) years and published in accordance with the Law of the state of seat of the Bidder. Failure to fulfill this requirement shall constitute grounds for disqualification.

1.2.4. If the Bidder or Joint Venture Member has been merged with another company or has acquired a company during the last three (3) fiscal years, the Financial Qualification Criteria can be met after taking into account, in relation to the said period, the values of their financial statements.

1.2.5. Candidates are required to complete the relevant appendices.

1.2.6. Bidders shall present evidence of trustworthy and verifiable funding agreement regarding project's financing which shall be in the form of a letter(s) of interest for the "in principle" support of the project. This evidence shall be issued by one or more reputable financing institution or an authorization/engagement letter from the company's Board, or similar highest decision-making authority of the Bidder, to provide funding from internal sources, and proof of available funds or a combination of the above.

1.2.7 The economic operator must submit a business plan for the entire concession / ppp period, including the data required in the tender documents. The Business Plan will be drafted in accordance with paragraph 3-7, of Article 7 of Decision of Council of Ministers no. 575, dated

10.7.2013 “On the Adoption of Rules for Concession / Public Private Partnership Evaluation and Award” as amended, to the extent applicable.

1.3. Technical capacity:

The Bidder, in order to be deemed as technically and professionally capable, must accumulatively have and demonstrate the required Experience in Design, Construction, Operation and Maintenance of the Road as well as the Professional Capacity in accordance with the provisions below:

1.3.1. Design experience

The Bidder or, if the Bidder is an Joint Venture, Members thereof that have been declared as responsible for carrying out the Design, must have, within the last 6 (six) years (2014 – 2019), experience in the planning and design of motorways (Road Design) at least (50) km long in total. The Bidders, who during the Bid Submission have completed the execution of the above-mentioned project(s), on the condition that it(those) have been approved by competent authorities, shall be deemed as having the necessary experience in highways' planning and design. If the Bidder or, if the bidder is a Joint Venture, Members thereof that have been declared as responsible for carrying out the Design, has carried out a highway design as a member of a Joint Venture, it shall be established that they have the required Design Experience provided that they have participated in the Joint Venture that carried out the design with a percentage of at least twenty five percent (25%).

The use of borrowed experience will not be accepted.

1.3.2. Construction experience

The Bidder or, if the Bidder is a Joint Venture, Members thereof that have been declared as responsible for participating in the Construction, in order to demonstrate that they have the required Construction Experience, they must demonstrate that they accumulatively meet the following:

- I. The average revenue in the field of constructions within the last five fiscal years (2014-2019) shall exceed the amount of seven hundred million euro (>€ 700.000.000) while the minimum revenue within the last five (5) fiscal years shall exceed the amount of six hundred million euro (>€600.000.000). If the bidder is a Joint Venture, in order to ascertain this prerequisite, the sum of the weighted average revenues in the field of constructions of the Members of the Joint Venture that have been declared as participating in the Constructor shall be taken into consideration. The above weighting is carried out on the basis of the declared participation percentage of these Members of the Constructor.
- II. They must have constructed (completed) within the last five years (2014 – 2019) the construction of Acceptable Projects with a cumulative contract price higher than >€1.000.000.000 (one billion euro) excluding VAT. Acceptable Project for demonstrating construction experience means any infrastructure project with a minimum contract price of €200.000.000 (two hundred million euro) excluding VAT. In any case, in order to have the required construction experience, the Bidder must demonstrate that they have constructed Road Infrastructure Acceptable Projects with a final contract price of at least €500.000.000 (five hundred million euro).

III. Additionally, the Constructor must have a minimum construction experience during the last six years (2014-2019) in:

a. Bridges

Construction of at least 8 (eight) bridges > 100 meters in length each, with at least one being (1) > 400 meters

b. Tunnels

Completion of excavation of at least two (2) Freeway Tunnels > 1000 m in length.

c. Concretes

Construction of Concrete Works > 1,200,000 m³

d. Asphalt works

Asphalt layers > 2,000,000 tn

e. Pavement

Road constructions > 1,500,000 m³.

f. Earthworks (Excavations)

Construction of earthworks (Excavations > 30,000,000 m³).

If the bidder is a Joint Venture, in order to ascertain this prerequisite, the sum of the weighted construction cost, or where appropriate the quantity, for the projects constructed by each

Member or associate that has been declared as participating in the Constructor, shall be taken into consideration. The above weighting is carried out on the basis of the declared participation percentage of these Members of the Constructor.

If the Bidder or, in case the bidder is a Joint Venture, Members thereof or the associates that have been declared as responsible for participating in the Constructor, has constructed Acceptable Projects as member of the Joint Venture, they can, towards demonstrating their Construction Experience, invoke the contract price of the Acceptable Project, provided that they have participated in the construction Joint Venture with a percentage of at least 30%. In this case, each Bidder can invoke each Acceptable Project once. If the participation of the economic operator in the construction of the Acceptable Project is less than 30%, then, for the calculation, the contract price weighted according to the percentage of the participation of the economic operator in the construction Joint Venture is taken into consideration.

The use of borrowed experience will not be accepted.

1.3.3. Operation, Maintenance and Exploitation Experience

1.3.3.1 All Candidates must demonstrate, by submitting the Supporting Documents listed in this call, previous experience of at least two (2) consecutive years within the last five (5) years before the Bid Submission Deadline, in the fields of maintenance, operation and exploitation of at least two (2) Acceptable Projects. Acceptable Projects that demonstrate experience in the fields of maintenance, operation and exploitation, are projects of Motorways at least one hundred (100) kilometers long accumulatively per contract.

To invoke Acceptable Projects that demonstrate experience in the fields of maintenance, operation and exploitation, the Candidate / Bidder must have direct participation, with a percentage of at least 30% and for a period of time of at least two (2) consecutive years within the last five (5) years before the Bid Submission, in the capital share of a company or joint venture/association of persons which has been awarded the provision of services for the maintenance, operation and exploitation of a Motorway at least one hundred (100) kilometers long.

The use of borrowed experience will not be accepted.

1.3.3.2 In case of a Joint Venture and/or Companies, the Experience in Operation, Maintenance and Exploitation must be held by at least one member thereof, who participates in the Joint Venture of Persons with a percentage no less than 90%. It is noted that this member of the Joint Venture of Persons, will keep the above mentioned percentage of their participation in the capital share of the SPS for a defined period of time in accordance with the special provisions of the Concession Agreement.

To certify the fulfillment of the technical capacity, the Bidder, should submit the project data as below accompanied with the contract/contracts signed from both parties, final payment certificates, commissioning acts and relevant invoices.

Use a separate sheet for each contract.

1	Name of contract: [insert the contract name]
2	Country: [insert the country, where the contract was implemented]
3	Name of the client: [insert the name of the Employer/the Purchaser]
4	Address of the client: [insert the address of the Employer/the Purchaser]
5	Nature of contract and special details relevant to the Contract for which the Applicant wishes to prequalify:
	<i>[insert a brief description of the works/supplies showing that they were of a similar magnitude and/or nature and complexity]</i>
6	Contractor's role:

	<i>{Main contractor, or Lead Partner in a JVCA, acting as a main contractor, or Partner in a JVCA, acting as a main contractor, or Subcontractor}</i>
7	Value of the contract//partner's share/subcontract
	<i>Contract currency: [insert value]</i>
8	Equivalent value in [state currency]: [insert value]
9	Date of award: [insert the date]
10	Date of completion (Planned date for completion for the ongoing contracts): [insert the date]
11	Contract/subcontract duration (months): [insert duration]
12	Average annual Daily Traffic (AADT)

1.3.3.3 The Bidder 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 Joint Venture.

1.4. Professional Capacity

1.4.1. The Bidder or, if the bidder is a Joint Venture (Association), the Members thereof, must have, within the last five years (2014(5) – 2018(9)), experience in the conclusion or execution of concession agreements with a Construction-Design Contract amount of at least one billion (1.000.000.000) euro.

In order for the invocation of experience to be accepted, the participation of the Bidder in the Capital Share of the invoked agreements must exceed 30% throughout their duration.

If the bidder is a Temporary Joint Venture, in order to ascertain this prerequisite, the sum of the weighted Construction-Design Contract amounts of the concession agreements of the Members of the Joint Venture shall be taken into consideration.

The above weighting is carried out on the basis of the declared participation percentage of these Members in the Temporary Joint Venture.

1.4.2. The Bidder shall participate either individually or as member of a Joint Venture. Said Joint Ventures are not required to acquire a specific legal form to declare themselves as Designers of the Project. The Joint Venture of natural or legal persons

may be regarding the same or different designer categories. Declared Designers are required to be registered in the relevant professional registry kept by the state of their establishment.

In the case of a Joint Venture, the Member thereof, who has been declared as responsible for carrying out the drawings of the project and has declared his acceptance, after the completion of the Bid will define the group of designers who will carry out the following design categories:

- structural designs (designs for load-bearing building structures and large or special technical projects);
- Mechanical, electrical and electronic designs.
- Transportation works designs (roads, rail lines, small technical projects, airport infrastructure works) and traffic designs;
- Hydraulic works designs (reclamation works, dams, irrigation, sewage) and management of water resources.
- Topographic designs (geodesic, photographic, cartographic, cadastral and topographic);
- Geological, hydro-geological and geophysical studies and surveys;
- Geo-technical studies and surveys;
- Landscaping designs and green works;
- Environmental designs and
- Information systems and networks designs

To prove that is a professional design, the Bidder shall submit a valid Professional License for the following categories related to the execution of the contract works or any other equivalent certification of the designer.

- Category 6.a Design of local roads, secondary urban roads and secondary interurban roads.
- Category 6.b Design of secondary urban roads and secondary interurban roads.
- Category 6.c Design of motorways
- Category 7.a Design of bridges and small art works lower than 10 m.
- Category 7.b Design of bridges and small art works taller than 10 m.
- Category 7.c Design of bridges/viaducts of large spans, suspended bridges, statically indeterminate bridges and other special systems.

- Category 7.d Design of metallic bridges.
- Category 7.e Road-Railway Tunnels
- Category 11 b Design of non-lighting signals in motorways, main urban roads and main interurban roads, and in intersections with the railway.

Based on Decision of Council of Ministers No. 943, dated 28.12.2016 "On some Amendments and Addenda to Decision of Council of Ministers No. 759, dated 12.11.2014 "On professional licensing of individuals and legal persons who will conduct activities in the field of study and design in construction, and surveillance and commissioning of construction implementation works", natural/legal foreign subjects shall apply for foreign license recognition in the Republic of Albania.

The foreign candidate/bidder should make the conversion of professional licenses issued by the country of origin for the categories of works to the Ministry of Infrastructure and Energy in the Republic of Albania (failure to submit it comprises a qualifying condition).

1.4.3. 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 competition procedure) or is in the process of signing. In the event that the Economic Operator is a Joint Venture, this shall apply to each member of the JV.

1.4.4. The Constructor shall submit a valid Professional License for the following categories related to the execution of the contract works or any other equivalent certification (i.e. General Constructor).

1	NP-1-G	Ground excavation works
2	NP-2-G	Civil and industrial constructions
3	NP-4-G	Roads, highways, overpasses, railways, trams, subways, airport runways
4	NP-5-G	Underground workings, bridges and art works.
6	NP-9-D	River works and protection of hydrological systems and bonification

7	NP-11-F	Construction of substations, transformer cabins, high and medium voltage lines and energy distribution
8	NP-12-F	Environmental engineering works
9	NS-1 –E	Workings of demolishing the construction
10	NS-5 –A	Plants of traffic lightening signals
11	NS-6- C	Road non lighting signals
12	NS-7-G	Road barriers and protection
13	NS-8-G	Construction of precast concrete, metal and wooden structures
14	NS-9-G	Special structural works
15	NS-10-G	Layers and special structures
17	NS-13-F	Equipment of phone lines and telecommunications
19	NS-18-B	Topo-geodesic works
20	NS-19-D	Acoustic barriers
21	NS-20-B	Geologic-engineering drilling, wells and drillings for water

Economic Operators shall possess the required design and contract implementation licenses. For this purpose, they shall submit the relevant company license as per the newly approved format provided for in Decision of Council of Ministers No. 42, dated 16.01.2008 "On the approval of the regulation for the criteria and procedures for issuing professional implementation, classification and disciplining licenses to legal entities exercising construction activity", as amended.

The economic operator or in case of a Joint Venture, the Member thereof, may be considered as a Constructor either individually or as member of a Joint Venture. Said Joint Ventures are not required to have a specific legal form to declare themselves as Constructors.

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 should meet the qualification criteria on "Design" by himself or through a licensed design studio contracted as the "Central Designer", on the condition to submit the Professional Design License on "road design". The Commission will proportionally

assess the experience of “Central Designer”, taking into account the specifications of designer's minimum experience.

The economic operator (constructor) shall prove through the evidence documentation of the individual employment contracts and payrolls / equivalent documentation issued pursuant to the applicable law in the country of origin that has employed an average number of 1.000 employees throughout the last three years (2017-2019).

The economic operator shall prove that throughout the period of time January 2017-December 2019 has employed an Engineering Staff of no less than 300 persons, which shall be proved through the evidence documentation of the individual employment contracts and payment lists / equivalent documentation issued pursuant to the applicable law in the country of origin.

The economic operator (constructor) shall submit a copy or description of the companies plan regarding Quality Assurance and Quality Control.

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

- Certificate ISO: 9001-2015
- Certificate ISO: 14001-2015
- Certificate OHSAS: 18001-2007
- Certificate PAS: 99-2012
- Certificate ISO: 39001-2012

Note: The Certificates shall be issued by the Accredited Evaluation Conformity Body by the National Accreditation Body or a International Accreditation Body recognized by the Republic of Albania.

In cases of Temporary Union of Companies, each of the Operators must comply with the legal qualification criteria.

The economic operator shall submit a copy of the company’s General Policy regarding Health, safety and environment (HSE) and confirm their compliance with the requirements of HSE OHSAS 18001:2007 Certificate. The economic operator shall demonstrate how was the

Company's Policy regarding HSE observed during the last 3 (three) years, related to accidents and also statistics of incidents during the last 3 (three) years.

TECHNICAL CRITERIA OF THE STAFF IN THE FIELD OF HSE

Technical requirements for Health and Safety Staff working for the projects.

The economic operator shall guarantee that has in its organizational chart Qualified Staff to guarantee the Safety and health protection at work, and simultaneously comply with the following requirements:

Safety Coordinator –Construction Phase

- ✓ INDIVIDUAL CERTIFICATE OF “COORDINATOR OF SAFETY DURING CONSTRUCTION PHASE” or the equivalent stating specific skills on safety and health protection in construction site works.
- ✓ Written references from Albanian and/or foreign Companies on experience in the position of “COORDINATOR OF SAFETY DURING CONSTRUCTION PHASE”
- ✓ Longer than 3 (three) years of experience in the position of “COORDINATOR OF SAFETY DURING CONSTRUCTION PHASE”
- ✓ Health and Safety at Work Coordinator
- ✓ INDIVIDUAL CERTIFICATE OF “COORDINATOR OF SAFETY AT WORK” or the equivalent stating specific skills on safety and health protection at work.
- ✓ Written references from Albanian and/or foreign Companies on experience in the position of “MANAGER OF SAFETY AND HEALTH PROTECTION AT WORK”
- ✓ Not less than 3 (three) years of experience in the position of “MANAGER OF SAFETY AT WORK”

The economic operator shall submit the Environmental system of the Company and confirm he complies with the requirements of ISO 14001 presenting examples of Environmental and Social Management Systems previously applied.

As an important element of the Project, the Economic operator shall issue details of the management process of the relationship with all affected parties/stakeholders in the Project

such as: community; sub-contractors; Central and Local Authorities. To this Purpose, the economic Operator shall submit both internal and external matrixes of Management.

1.5. Bidder's experience

- 1.5.1.** The economic operator shall point out how he will provide all the required documentation pursuant to the applicable legislation, during the expropriation process necessary for the road's footprint, detailing technical and professional capacities.
- 1.5.2.** Details of their experience in designing, building, financing and operating these types of contracts relating to motorways and transport projects of a value exceeding € 1,000,000,000 (one billion) over the last 5 years, as set out in the relevant appendices.
Details of their experience in the construction of motorways and transport projects over the last 5 years, as set out in the relevant appendices.
- 1.5.3.** Details of their experience in the project management of the construction of motorways and other transport projects, as set out in the relevant appendices.
- 1.5.4.** Details of their experience in the operation of motorways, as set out in the relevant appendices.
- 1.5.5.** Details of their experience in the design of motorways, as set out in the relevant appendices.

Translation

All documents produced by public entities must be original or notarized copies with apostille stamp in English and in Albanian language. If the original of this document is in different language it will be translate in English or in Albanian language and notarized by the notary public. 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".

Other obligations of the Bidder:

Clear reference and compatibility

The Potential Bidders shall include in each document a clear reference to the relevant page and paragraph of the Completion Procedure Documents.

Each bid shall be in compliance with the requirements of the Competition Procedure Documents.

APPENDIX 10

BIDDER'S EXPERIENCE TABLES

TABLE 1

SUMMARY FINANCIAL INFORMATION FOR THE ECONOMIC OPERATOR AND MEMBERS OF THE TEMPORARY UNION, ACCORDINGLY [] FOR FINANCIAL YEAR [] (1)

COM PANY	TO TA L T/O	PRE - TAX PRO FIT	RELE VANT T/O (2)	FIX ED ASS ETS (3)	CUR RENT ASSE TS	TOT AL ASS ETS	CONTI NGENT LIABIL ITIES	LONG TERM LIABI LITIES	SHORT TERM LIABI LITIES	NET WO RTH

Notes:

- (1) All amounts should be in expressed Euro thousands (000s). Companies should indicate the conversion to Euro/ECU rate used, which generally should be the exchange rate prevailing on the last day of each financial year. Information should be derived from audited financial accounts, where possible. Audited financial accounts will at any rate prevail over this table.
- (2) Relevant Gross Income consists of gross income from roads or DBFO transport contracts
- (3) Excludes goodwill and intangibles.

TABLE 2
EXPERIENCE OF THE BIDDER []
IN CONCESSION CONTRACTS
LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS UNDERTAKEN IN
THE LAST FIVE YEARS ON A CONCESSION BASIS

COM PAN Y NAM E	PRO JEC T NA ME	COU NTR Y	PRO JEC T COS T (1)	PRO JEC T SIZ E (2)	DA TE OF ST AR T	DATE OF COMP LETIO N OF WORK S	% OF WOR KS COMP LETE D BY	COMPA NY'S PARTIC IPATIO N (3)	CERTI FICAT ES OF COMP LETIO N SUBMI TTED	TYPE OF WOR K PERF ORM ED BY THE COMP ANY

* This should include only the experience of those Members of the Bidder who will be future shareholders of the Concessionaire

Notes:

- (1) Project Cost should be the total construction cost, budgeted or outturn
- (2) Project Size means the length of the project in kilometers
- (3) Company's participation should be shown in money terms

TABLE 3
EXPERIENCE OF THE ECONOMIC OPERATOR * []
IN THE CONSTRUCTION OF MOTORWAYS AND OTHER TRANSPORT PROJECTS
LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS UNDERTAKEN IN
THE LAST FIVE YEARS (1)

COM PANY NAM E	PRO JEC T NAM E	COU NTR Y	BUD GET (2)	DA TE OF ST AR T	DATE OF COMPL ETION OF WORK S	% OF WORK S COMP LETED BY	COMPA NY'S PARTICI PATION (3)	CERTIF ICATES OF COMPL ETION SUBMIT TED	TYPE OF WORK PERFO RMED BY THE COMP ANY

* This should include all Members of Bidder, whether or not they are future shareholders of the concessionaire

Note:

- (1) List to exclude any projects included in Table 2
- (2) If the project is complete, then refer to total outturn cost
- (3) Company's participation should be shown in money terms

TABLE 4
EXPERIENCE OF THE ECONOMIC OPERATOR []
IN THE PROJECT MANAGEMENT OF CONSTRUCTION OF MOTORWAYS AND
OTHER TRANSPORT PROJECTS

LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS PROJECT
MANAGED IN THE LAST FIVE YEARS

COM PANY NAM E	PRO JEC T NAM E	COU NTR Y	PRO JEC T COS T (1)	DA TE OF ST AR T	DATE OF COMP LETIO N OF WORK S	% OF WORK S COMP LETED BY	COMPA NY'S PARTICI PATION (2)	CERTIF ICATES OF COMPL ETION SUBMIT TED	TYPE OF WORK PERFO RMED BY THE COMP ANY

* This should include only the experience of those Members of the Joint Venture who will be future shareholders of the Concessionaire

Note:

(1) Project Cost should be the total construction cost, budgeted or outturn if the project is complete

(2) Company's participation should be shown in money terms

TABLE 5
EXPERIENCE OF THE ECONOMIC OPERATOR []
IN THE OPERATION OF MOTORWAYS AND OTHER TRANSPORT PROJECTS
LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS OPERATED IN THE
LAST FIVE YEARS

COM PANY NAM E	PRO JEC T NAM E	COU NTR Y	PRO JEC T COS T (1)	DA TE OF ST AR T	DATE OF COMP LETIO N OF WORK S	% OF WORK S COMP LETED BY	COMPA NY'S PARTICI PATION (2)	CERTIF ICATES OF COMPL ETION SUBMIT TED	TYPE OF WORK PERFO RMED BY THE COMP ANY

* This should include all Members of the Joint Venture of Candidate, whether or not they are future shareholders of the concessionaire

Note:

(1) Project cost refers to total contractual amount

(2) Company's participation should be shown in money terms

TABLE 6
EXPERIENCE OF THE ECONOMIC OPERATOR []
IN THE DESIGN OF MOTORWAYS AND OTHER TRANSPORT PROJECTS
LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS DESIGNED IN THE
LAST FIVE YEARS

COM PANY NAM E	PRO JEC T NAM E	COU NTR Y	PRO JEC T COS T (1)	DA TE OF ST AR T	DATE OF COMP LETIO N OF WORK S	% OF WORK S COMP LETED BY	COMPA NY'S PARTICI PATION (2)	CERTIF ICATES OF COMPL ETION SUBMIT TED	TYPE OF WORK PERFO RMED BY THE COMP ANY

* This should include all Members of the Joint Venture of Candidate, whether or not they are future shareholders of the concessionaire

Note:

(1) Project Cost should be the total construction cost, budgeted or outturn if project is complete.

(2) Company's participation should be shown in money terms

TABLE 7
EXPERIENCE OF THE INDEPENDENT ENGINEER []
IN MOTORWAYS AND OTHER TRANSPORT PROJECTS
LIST OF MOTORWAYS AND OTHER TRANSPORT PROJECTS DESIGNED IN THE
LAST FIVE YEARS

COM PANY NAM E	PRO JEC T NAM E	COU NTR Y	PRO JEC T COS T (1)	DA TE OF ST AR T	DATE OF COMP LETIO N OF WORK S	% OF WORK S COMP LETED BY	COMPA NY'S PARTICI PATION (3)	CERTIF ICATES OF COMPL ETION SUBMIT TED	TYPE OF WORK PERFO RMED BY THE COMP ANY

* This should include all Members of Bidder, whether or not they are future shareholders of the concessionaire

Note:

- (1) This table will be completed and submitted to the Authorities along with the proposal of the preferred concessionaire for the independent engineer.
- (2) Project Cost should be the total construction cost, budgeted or outturn if project is complete.
- (3) Company's participation should be shown in presence.

Appendix 11

[Appendix to be filled in by the Economic Operator]

DECLARATION ON THE TRIAL STATUS

Declaration of the economic operator partaking in the concession procedure/PPP to be conducted on _____ by the Contracting Authority _____ with the subject _____

I, the undersigned _____ in the capacity of the _____ economic operator, _____ declare that:

- The economic operator _____ has not convicted of any criminal offence, in compliance with Article 45/1 of LPP,
- The economic operator _____ has not been sentenced by a final court decision, related to its professional activity.

Date of declaration submission _____

Bidder representative

Signature

Seal

Appendix 11/1

[Appendix to be filled in by the Economic Operator]

DECLARATION ON THE FULFILLMENT OF GENERAL CRITERIA

Declaration of the economic operator partaking in the procurement procedure to be conducted on _____ by the Contracting Authority _____ with the subject _____ with a limit fund of _____.

I, the undersigned _____ in the capacity of the _____ economic operator, _____ declare under my full responsibility that:

- The economic operator _____ is registered with the National Business Center and its scope of activity includes procurement. In instances when the bidder is a nonprofit organization, they should declare that they are registered as a legal person, pursuant to Law No. 8788, dated 07.05.2001 “On Nonprofit Organizations”.
- The economic operator _____ has not been convicted of any criminal offence, stipulated on Article 45/1 of LPP.
- The person/s in the capacity of the **administrative body member, director or supervisor, shareholder or partner, or the person/s who has/have representative, decision-making or controlling competences in the economic operator**, as follows:
(Name, Surname and Personal Identification Number)

_____ etc.
has/have not been sentenced by a final court decision of any criminal offence, stipulated on Article 45/1 of LPP².
- The economic operator _____ has not been sentenced by a final court decision, related to its professional activity.
- The economic operator _____ has not been subject to bankruptcy proceedings (active status).
- The economic operator _____ has met all tax and social insurance contribution obligations, pursuant to the legislation in force.

² The Contracting Authority shall be authorized to make all necessary verifications on the trial status of the persons stated in this Declaration

In any case, the contracting authority shall be entitled to make all necessary verifications on the authenticity of the information, which has been declared by the economic operator above.

Date of declaration submission _____

Bidder signature _____

Seal _____

Appendix 12

EVALUATION CRITERIA

Bids that will qualify after the fulfillment 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 CRITERIA							
	a/a	Criteria	Units/sign	STATE Base Case	BIDDER Case	Evaluation Score	Max Score /Gravity	Bid Result	Description
Technical proposal	(1)	Technical proposal for road Construction and maintenance					50		
	(2)	Concept-Design	Ref. material				20		
	(3)	Methodology of Works	Ref. material				10		
	(4)	Operational Plan of Maintenance	Ref. material				15		
	(5)	Health & Safety	Ref. material				5		
Impact	(6)	Environmental Impact during construction	Ref. material				10		
	(7)	Social Impact during construction	Ref. material				10		
Time	(8)	Time for Completion of the Works					30		
	(9)	a. Milot - Thumane	months	36	xxx	Shorter timeline offered / timeline of the bidder	10		
	(10)	b. Thumane – Luz i vogël/Lekaj	months	60	xxx	Shorter timeline offered / timeline of the bidder	10		
	(11)	c. Luz i vogël/Lekaj - Fier	months	36	xxx	Shorter timeline offered / timeline of the bidder	10		
(12)	TECHNICAL FACTOR (Y) :							SUM	Y_Formula = Sum of scores

		FINANCIAL CRITERIA									
Traffic	a/a	Criteria	Units/sign	STATE Base Case	BIDDER Case	Symbol	Dif % = f(Bidder, State)	Symbol	Gravity Factor	Bid Result	Description
Traffic Revenue	(1)	Weighted Average Traffic /day	Vehicle	29,800							Weighted average of Vehicles_no on the total length of project - year 2026
	(2)	Motorway Length	Km	115							Project motorway length
	(3)	Vehicle_Kilometres	Vehicle_KM	3,427,000							(3) = (1) x (2)
Guarantee	(4)	Toll rate /km/vehicle	€	0.075		a:	(lowest offered rate /bidder rate)	b:	20	(a x b)	Lowest rate provided among bidders has the highest score where 0.075 eu/km is the maximal value
Guarantee Reward	(5)	Guarantee - starting level (below base case revenue level – State from the first year of operation to 2040 - annual	(in percentage)			c:	(lowest offered % /bidder %)	d:	20	(c x d)	Lowest revenue of the starting level among bidders has the highest score
	(6)	Max Guarantee amount required (from the first year of operation until 2040 - annual)	value (€)	121.324.770		e :	(lowest offered value/bidder value)	f :	40	(e x f)	Albanian state guarantee from first year of operation to 2040 – annually; maximum amount: 121.324.770
Reward	(7)	Reward - starting revenue base case level (below base case revenue level	(in percentage)	0.0%		g:	(lowest offered value/bidder	h:	10	(g x h)	The bidder with the lowest negative *% has a higher score in this criterion

	- State throughout the concession period)				value)				
(8)	Percentage of Reward (+) %	0.0%		k :	(bidder % /maximum offered %)	I :	10	(k x i)	Percentage of reward (>0% to 100%)
(9)	FINANCIAL FACTOR (X) :							SUM	Formula _X = (a x b) (c x d) (e x f) (g x h) (k x i)
	GRAND TOTAL FACTOR (Z) :								Formula _Z = 50% x (X) + 50% x (Y)

Bids shall be assessed on the basis of the following criteria, and the winner will be considered the bidder who has more points based on the evaluation criteria. The Awarding Committee will evaluate the bids based on the following criteria:

Explanation of evaluation criteria

1. TECHNICAL BID 100 (one hundred) POINTS - (for road design, construction, operation and maintenance)

1.1 Concept Design 20 (twenty) 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 available within or outside the project.

The bidder will conduct a concept-design which will include the following items:

- Horizontal Alignment
 - Motorway
 - Service Roads
 - Alternative Corridor (at section Rrogozhinë - Fier)
- Vertical Alignment
 - Motorway
- Interchanges design (horizontal alignment)
- Tunnels
- Bridges
- Overpasses & Underpasses
- Typical cross-section & construction details
- Frontal and Lateral Toll Stations establishments (No. of Toll Station, proposed location, no of lanes, typical scheme)
- Motorists Service Station (MSS) including Petrol Stations (No. of MSS and Location-existing or new ones)

The Concept-Design generally introduces the solution of the project and should minimally prepare the following surveys:

- Topographic survey. For this purpose, the bidder should perform a topographic survey (of lines and quotas) of the land in question and a report of the topographic survey.
- Geotechnical survey. This survey introduces the existing information obtained from drilling or sampling of materials extracted before the Concept-Design survey phase (even as a result of previously completed projects). The survey should also address all issues related to soil sustainability. This acquires special importance in the case of structure construction (bridges, tunnels, culverts, etc.). This survey should be accompanied by photographs which, along with the maps and drilling performed, will serve to confirm the results included in the Geotechnical Survey.
- Hydrological survey. This survey serves to assess the hydrological conditions of the area where the road will pass, including issues related to road water drainage, which have been addressed more extensively.
- Survey for the design of road layers. This survey addresses the necessary design of road layers for each road section. Lifespan of the design of layers for elastic, rigid materials, etc.
- Construction Methodology. This document explains how the work will be constructed from a technical, logistical and program point of view in accordance with the technical elements of the project and the EIA recommendations. It emphasizes the special dangers it will face and the ways in which it will cope with them.
- Expropriation Report. This report provides the list of necessary expropriations as well as other relevant issues, together with the legal requirements and procedures that need to be met in relation to the project.
- Requirements on permits and licenses. This report emphasizes the permits and licenses that the bidder must obtain during the design and construction stages.

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

1.2 Methodology of works 10 (ten) points

Upon drafting the Concept-Design, the Economic Operator should prepare the Works' Schedule 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 proposal.

The Works' Schedule and Methods shall include as follows:

- 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
- Surveying and taking-over of the facility
- Cleaning of the construction site
- Drafting of the monthly and final reports for the work done.

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

1.3 Maintenance and Operational Plan 15 (fifteen) points

	Nature of the defects	Identification, Mode and Proposed
--	-----------------------	-----------------------------------

Paved roads		Remedy/repair time in days
a	Paths and layers	
	i) Treading or blocking	
	ii) section value over 2200 mm in a 1 km length (measured by collected sized integrator)	
	iii) Potholes	
	iv) Any crack (subsidence) on the road surface	
	v) Any subsidence on the road surface exceeding 10mm	
	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 shoulders (should not be less than the main road strip)	
	ii) Belt drop on the shoulders exceeding 40 mm	
	iii) More than 15% variation on the described slops (embankment)	
	iv) Rain extension on the steep slope	
	v) Damage or non-retention of channels or side drains	
	vi) Pole 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) Guardrails, accident prevention barriers	
	(iii) Damaged/missing road signs that need to be replaced	
	(iv) Damage of road markings	
e	Trees and plantations	
	(i) Clearance at a minimal distance of 2 m from the road pavement edge and removal any obstacle in front of road signs	
	(ii) Removal of fallen trees in the road	
	Defect nature or deficiency	Identification, Mode and Time frame for the proposed repair/adjust
h	Other project facilities and access roads	
	(i) Damage of roads, underpasses, overpasses, medical aid	
	(ii) Damaged vehicles or waste on the road	

	Large and medium size bridges	
	(a) Superstructure	
	i) Any damage, crack, spillage/grading Provisional Measures	
	b) Foundations	
	(I) Cleaning and/cavity	
	c) Quays, 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,	
	(iv) Erosion of access side slope banks	
	(v) Damage of cover lining	
	(vi) Damage or deterioration of road slabs	
	Maintenance plans	Their adequacy both quantitatively and qualitatively
	Road maintenance Operational Plans	
	Large and medium size bridges Operational maintenance Plan	
	Operation Plans	Their adequacy both quantitatively and qualitatively
	Road operation plans/manuals	

The bidder providing the most favorable operational availability and maintenance plan will be evaluated with the highest score.

1.4 Health & Life Protection (Workplace safety) 5 (five) points

Health & Safety 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, counselling, 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.

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 provide the best proposal towards the road signs and site safety will be awarded with maximum points.

1.5 ENVIRONMENTAL IMPACTS 10 (Ten) POINTS

It assesses the environmental impact of the project based on the environmental impact assessment report submitted by the Bidder. The Bidder with minimal social and environmental impact will be awarded with the maximum points of the criterion.

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, reduce, 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 project with the lowest environmental impact will be awarded with maximum points.

1.6 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 technology transfer, links to the local economy outside the area. The criterion with the most favorable social impact will be awarded 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's project proposal with the highest social benefits will be awarded with maximum points.

1.7 DEADLINE OF THE COMPLETION OF WORKS 30 (THIRTY) POINTS

In this criterion, the bidder is evaluated against the timescale of completing the construction of the project and making it available to the public.. The total length of project has been divided in 3 sub-sections:

1. Milot –Kashar
2. Kashar - Luzi i Vogël
3. Luzi i Vogël - Fier

Each bidder will include the required estimated construction time, for the completion of each section.

The Bidder with the shortest –reasonable- time for the completion of the construction works and the delivery of the road for public use will be awarded with the maximum points of the criterion.

Technical Factor (Y): the final score of the technical evaluation will be derived from the sum of the products of the evaluation score by the weighting factors.

2. FINANCIAL BID 100 (one hundred) POINTS

The Bidders should submit the elements specified at the Financial Criteria evaluation as part of their financial offer according to the financial model featured. The financial criteria are described:

a/a	Financial Criteria	Units/sign	STATE/ Base case
(1)	Weighted Average Traffic /day	Vehicle	29,800
(2)	Road segment length	Km	115
(3)	Vehicle_Kilometer	VEH_KM	3, 427,000
(4)	Toll rate /km/veh	€	0.075
(5)	Guarantee - starting level (based on revenues)	%	0.0%

(6)	Max Guarantee amount (from the first year of operation to year 2040 - annual)		
		Maximum value (€)	121.324.770
(7)	Reward - starting level (above the income of the bidder)	%	0.0%
(8)	Percentage of Reward	(+)%	25%

The calculated **NPV Revenue of the STATE Base Case** is equal to **315.172.951 €**.

The above stated numbers are considered to be the Base Case Scenario. Each Bidder will offer his estimated value/percentages only for items (4) to (8). In more detail:

(4) Toll rate /km/veh - 20 (Twenty) points

The proposed toll rate (for category 2 – Passenger Vehicle) to be set according to each bidder’s analysis.

Recommended vehicle classes as per the Albanian Road Tolling Strategy (ARTS)

Vehicle Class - Description	Class coefficient
Motorcycle/tricycle	0.5
Light vehicles	1
3-axle low floor vehicles and 2-axle high floor vehicles	1.5
4-axle low floor vehicles and 3-axle high floor vehicles	2
Buses with less than 4 axles	2-3
5-axle low floor vehicles and 4-axle high floor vehicles	3

6-axle low floor vehicles and 5-axle high floor vehicles	3-4
6-axle high floor vehicles	4
All vehicles with 7 or more axles	5

The Bidder with the lowest toll rate will be awarded with more points where 0.075 Euro/km is the maximal level. Any bid above the maximal level (0.075 eur/km) shall be disqualified.

(5) Guarantee - starting level (below the State base case level of revenues from the first year of operation until 2040) - **20 (Twenty) points**

Each Bidder has the right to include a ‘support amount - Guarantee’ by the state to his bid. The Bidder can define the ‘starting level’ below which can request a fraction of the 'support amount' related to annual revenues. It shall be expressed as percentage % below (negative) as predetermined in the table below as State base case of revenues. For example, if a bidder offers - 10% on the reported revenues will earn more points than another who offers -5%.

The Bidder with the lowest percentage (i.e. maximum negative percentage) will be awarded with more points in this criterion.

Please report in column “c” of the following table.

Year	Estimated revenues State Base Case	Maximum state guarantee	Maximum guarantee requested from the Bidder	
			in EUR	Reduction in %
			<i>Revenues estimated by the Bidder as the threshold of guarantee application</i>	<i>Maximum Guarantee amount by the Bidder</i>
	<i>(a)</i>	<i>(b) 7% of (a)</i>	<i>(c)</i>	<i>(d) = x% of (c)</i>
2024	60.119.404	4.208.358		
2025	62.696.419	4.388.749		
2026	81.646.441	5.715.251		
2027	85.271.919	5.969.034		
2028	89.064.536	6.234.518		
2029	93.032.250	6.512.258		
2030	97.181.795	6.802.726		
2031	100.078.885	7.005.522		
2032	103.070.256	7.214.918		
2033	106.160.648	7.431.245		
2034	109.351.807	7.654.626		
2035	112.650.162	7.885.511		
2036	116.056.408	8.123.949		

Year	Estimated revenues State Base Case	Maximum state guarantee	Maximum guarantee requested from the Bidder	
			in EUR	Reduction in %
			<i>Revenues estimated by the Bidder as the threshold of guarantee application</i>	<i>Maximum Guarantee amount by the Bidder</i>
	<i>(a)</i>	<i>(b) 7% of (a)</i>	<i>(c)</i>	<i>(d) = x% of (c)</i>
2037	119.575.982	8.370.319		
2038	123.213.883	8.624.972		
2039	126.233.029	8.836.312		
2040	129.331.282	10.346.503		
TOTAL	1.714.735.106	121.324.770		

(6) Max Guarantee amount (from the first year of operation until 2040 - annual) - 40 (forty) points

The Concessionaire (winner of the competition procedure) can be supported by the State, up to the amount (Guarantee) defined at his offer. The Concessionaire can receive this ‘support amount –guarantee’ over the Concession period and covers until 2040, not more than 16 years. “The total guarantee amount” can not be exceeded the amount of 121.324.770 Euro. The Bidders who will provide a guarantee amount greater than 121.324.770 Euros, shall be disqualified. A portion of the ‘support amount’ will be released to the Concessionaire each time of revenues fall below the 'starting level', defined at item (4).

The Bidder with lower Guarantee will be awarded with more points in this criterion.

Please report in column “d” of the following table.

Year	Estimated revenues State Base Case	Maximum state guarantee	Maximum guarantee requested from the Bidder	
			EUR	Reduction in %
			<i>Revenues estimated by the Bidder as the threshold of guarantee application</i>	<i>Maximum Guarantee amount by the Bidder</i>
	<i>(a)</i>	<i>(b) 7% of (a)</i>	<i>(c)</i>	<i>(d) = x% of (c)</i>
2024	60.119.404	4.208.358		
2025	62.696.419	4.388.749		
2026	81.646.441	5.715.251		
2027	85.271.919	5.969.034		
2028	89.064.536	6.234.518		
2029	93.032.250	6.512.258		
2030	97.181.795	6.802.726		
2031	100.078.885	7.005.522		
2032	103.070.256	7.214.918		
2033	106.160.648	7.431.245		
2034	109.351.807	7.654.626		
2035	112.650.162	7.885.511		
2036	116.056.408	8.123.949		

Year	Estimated revenues State Base Case	Maximum state guarantee	Maximum guarantee requested from the Bidder	
			EUR	Reduction in %
			<i>Revenues estimated by the Bidder as the threshold of guarantee application</i>	<i>Maximum Guarantee amount by the Bidder</i>
	<i>(a)</i>	<i>(b) 7% of (a)</i>	<i>(c)</i>	<i>(d) = x% of (c)</i>
2037	119.575.982	8.370.319		
2038	123.213.883	8.624.972		
2039	126.233.029	8.836.312		
2040	129.331.282	10.346.503		
TOTAL	1.714.735.106	121.324.770		

(7) Reward - starting level (below base case revenues level - State throughout the concession period) - **10 (ten) points**

In case the Bidder considers that the estimated project revenues are satisfactory, he can define the starting level (percentage) reward, over which, he will return a fraction of his extra benefit to the state. The Bidder is requested to define the positive or negative percentage of the state base case level of revenues, over which the return procedure would be triggered. For example, if the starting level reward traffic is set to -10% of the reported base case level of revenues, the Concessionaire (winner of the tender competition) will return a fraction of his extra benefit defined in criterion (8).

The Bidder with the lowest percentage (negative percentage) will be awarded with more points in this criterion. The Bidders who shall offer a percentage value greater than the state base level shall be disqualified.

Please report in column “b” of the following table

	(a)	(b)
Year	Revenues - State cases	Revenues-Bidder's cases
2021	-	
2022	-	
2023	-	
2024	60 119 404	
2025	62 696 419	
2026	81 646 441	
2027	85 271 919	
2028	89 064 536	
2029	93 032 250	
2030	97 181 795	
2031	100 078 885	
2032	103 070 256	
2033	106 160 648	
2034	109 351 807	
2035	112 650 162	
2036	116 056 408	
2037	119 575 982	
2038	123 213 883	
2039	126 233 029	
2040	129 331 282	
2041	132 509 722	
2042	135 771 555	
2043	139 119 509	
2044	142 553 813	
2045	146 078 069	
2046	149 695 424	
2047	153 409 040	
2048	157 220 043	
2049	161 131 248	

	(a)	(b)
Year	Revenues - State cases	Revenues-Bidder's cases
2050	165 146 995	
2051	169 268 558	
2052	173 498 765	
2053	177 841 294	
2054	182 299 452	
2055	186 876 792	

(8) Percentage of Reward - 10 (ten) points

The Bidder is requested to define a positive percentage higher than 25% (twenty-five percentage) of return of his extra annual benefit for the entire contract term. For example, a percentage 50% means, that the Concessionaire (winner of the competitive procedure) will return to the State 50% of his extra benefit, after reaching the starting level, which he has defined in criterion (7).

The Bidder with higher percentage will be awarded with more points in this criterion. The Bidders who shall offer a reward less than 25% shall be disqualified.

Financial Factor (X): the final score of the financial evaluation will be derived from the sum of the products of the offered values by the weighting factors.

3. FINAL FORMULAS

The above factors, Financial (X) and Technical (Y) have a gravity of 50% each of them.

Therefore the:

Cumulative Factor (Z) = 50% x (X) + 50% x (Y)

APPENDIX 12/1
STANDARDS AND MATERIALS FOR PROJECT IMPLEMENTATION

Appendix 13

**SELF DECLARATION FOR FOREIGN
BIDDERS**

- For participating in the concession granting/ppp procedure “_____”

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;
- (f) has met all social insurance obligations

Respectfully,

Signature of the Authorized Person
Name and Position of the Signatory Person
Name of Bidder / Lead Member of the Joint Venture

Address

TERMS OF REFERENCE

Description-Location-Maps

The Adriatic-Ionian Corridor (AIC) is identified as part of the Mediterranean TEN-T Corridor, extending the main corridor of the EU network in the Western Balkan Region. The estimated length of the entire Mediterranean Corridor is approximately 1,550 km. In the Western Balkan, the corridor traverses through Montenegro (approximately 7% of the total length) and Albania (approximately 20% of the total length or approximately 300 km).

The establishment of this network aims to strengthen road safety, transport planning, regional connection, mobilization, competition and integration in the TEN-T EU network.

The proposed project - a toll segment from Milot to Fier of around 115 km constitutes 37% of the Albanian AIC, and 7.5% of the total Mediterranean Corridor.

Part of the proposed road are new sections and upgraded existing roads of Category A and Category B motorways. This road also includes the required tunnels and bridges, underpasses/overpasses, intersections, guardrails, service roads, controlled entry/exits, tollgates, parking areas and the Intelligent Transportation System (ITS).

This road includes the six (6) following sections:

Section 1-Milot – Thumanë - 13.5 km long

Section 2-Thumanë – Kashar - 20 km long

Section 3-Kashar – Pezë Helmës - 9 km long

Section 4-Pezë Helmës – Luzi i Vogël - 24 km long

Section 5-Luzi i Vogël / Lekaj – I/C Rrogozhinë - 8 km long

Section 6-Rrogozhinë –Fieri bypass beginning - 38 km long

Brief section description

Section 1: Milot – Thumanë

The existing 13.5 km long section is a 2x2-lane dual carriageway (A1), with central median and emergency lanes. The total length is around 13.5 km and it will be upgraded to a full Category A motorway. Existing underpasses/overpasses, safety fences, service roads and controlled entry/exit accesses will be re-examined and redesigned where required. New service roads and controlled exits and entries will be reconstructed/diverted.

Section 2: Thumanë – Kashar

A full motorway Category A section, about 20 km long, will be constructed, including a 2x2-lane dual carriageway, central median and emergency lanes. An intersection of new motorway with Tirana-Durres main axis and an interchange to provide direct access to Tirana airport will be constructed. Neighboring to the motorway establishments will be serviced by constructing new service roads sections or through the diverted local network.

Section 3: Kashar – Pezë Helmës

A full motorway Category A section, about 10 km long, will be constructed, including a 2x2-lane dual carriageway, central median and emergency lanes. The first part shares the alignment continuance of the proposed Tirana bypass, ending north of Peze-Helmes. ‘Tirana-Durres Road SH56 with Tirana bypass’ new interchange will be constructed. Neighboring to the motorway establishments will be serviced by constructing new service roads sections or through the diverted local network.

Section 4: Pezë Helmës – Luzi i Vogël

A full motorway Category A section, about 24 km long, will be constructed, including a 2x2-lane dual carriageway, central median and emergency lanes. This section reaches Luzi Vogel-Luzi Vogel (Kavaje) area at the cross section with the existing Durres-Rrogozhine highway (national highway SH4). At this point, a new interchange is proposed to connect the new motorway with the existing road network and surrounding areas. Neighboring to the motorway establishments will be serviced by constructing new service roads sections or through the diverted local network.

Section 5: Luzi i Vogël / Lekaj – I/C Rrogozhinë

This section is part of the existing 2x2-lane dual carriageway highway (SH4). Although a central median lane has been accounted for, there are no provisions for the emergency lanes. The total length is approximately 8 km.

Section 5 will be upgraded to a Category B road segment, and a new trumpet interchange is foreseen to replace the existing roundabout between SH4 and SH7 national highways (AIC and Corridor 8 respectively). New trumpet interchange is foreseen to replace the existing roundabout between SH4 and SH7 national highways. There is no requirement for service roads; however, provision for pavement upgrade is included.

Section 6: Rrogozhine –beginning of Fier Bypass

The existing 39 km section is a 2x2-lane dual carriageway highway (SH4) with a central median but also without provision for emergency lanes, that will be upgraded to Category B motorway by widening the existing highway and improving geometric characteristics (vertical and horizontal alignments) where required. Improvements will also be made to existing interchanges and up to five new grade separated intersections will be constructed to replace existing at grade ones. All uncontrolled entry/exits will be closed and an adequate number of underpasses/overpasses, pedestrian bridges and noise barriers will be provided. Neighboring to the motorway establishments will be serviced by constructing new service roads sections or through the diverted local network. An alternative toll free corridor will also be defined improving existing roads and constructing additional road sections where is required.

Required Works and technical characteristics of roads prior to and after the project:

Section No.	Sections	Length (Km)	Corresponding WBIF Section	Main Works*	Road main technical features	
					Before Project	After project
1	Milot - Thumanë	13,5	Section 3 (Milot–Thumanë)	Improved existing alignment in Cat A Alignment/Construction of service roads.	<p>Length at 6 km, road with 1x1 lanes</p> <p>Length at 7.5 km, double carriage way with 2x2 lanes (A1), with:</p> <ul style="list-style-type: none"> - Lane median (safety rail) - Emergency lane, - Some uncontrolled entry and exit points - No coverage with service roads 	<p>Category A motorway, 13.5 km (improved existing alignment)</p> <p>Alignment/construction of service roads: partial coverage of the section length</p>
2	Thumanë–Kashar	20	Section 4 (Thumanë – Kashar)	<p>New alignment (20 km) Category A Motorway</p> <p>Existing local network selected for improvement of service roads</p>	<p>Served by national roads with 1x1 lanes of various alignments:</p> <p>Thumanë-Fushë Krujë</p> <p>Fushë Krujë-Vorë</p>	<p>Category A motorway, 20 km (new alignment)</p> <p>Service roads to partially cover section/road length from:</p> <p>Existing local – urban roads or rural roads – to be selected and modernized in service roads, and new alignment of service roads</p>

3	Kashar – Pezë Helmës Overlapping with one of the Tirana Bypass road parts	9	Part of Section 5B (Kashar - Lekaj)	New alignment (some 2 km) and Kashar intersection with the Tirana Durrës Motorway will be built in the framework of this project	Served by roads with various alignments: Tirana – Durrës (2x2 lanes) Tiranë – Pezë Helmës – Durrës (1x1 lanes)	Category A Motorway, 2 km (new alignment) and intersection with existing Tirana - Durrës motorway in Kashar. Category A Motorway, 7 km (covered/overlapping with another AIC project under construction “Tirana Bypass”) With Service roads, to partially cover the road length from: Existing local – urban roads or rural roads – to be selected and modernized in service roads, and new alignment of service roads
4	Pezë Helmes – Luzi Vogël	24	Part of Section 5B (Kashar - Lekaj)	New alignment (24 km) Category A Motorway with: Existing local road network selected for improvement in service roads	Served by various alignments: Tiranë – Pezë Helmës – Durrës (1x1 lanes) Durrës – Rrogozhinë	Category A Motorway, 24 km (new alignment) With service roads to cover or partially cover road length from: Existing local – urban roads or rural roads – to be selected and modernized in service roads, and new alignment of service roads

5	Luzi Vogël / Lekaj – I/C Rrogozhinë	8	Part of Section 5C (Lekaj-Konjat)	Existing road alignment improved to Category B. Existing local road network selected for improvement in service roads (part of section) Alignment/construction of service roads (part of section where existing local roads are not adequate)	Double carriageway motorway 2x2 lanes (SH4) with a lane divider: No emergency lane, No embankments Some uncontrolled entry and exit points	Category B Motorway, 8 km (improved existing alignment). With Service roads to cover or partially cover road length from: Existing local – urban roads or rural roads – to be selected and modernized in service roads, and new alignment of service roads
6	Rrogozhinë – Start of Fier Bypass	38	Part of Section 5C And Sections 6 and 7 (Konjat-Fier bypass)	Existing alignment improved to Category B (ARDM 2015). Existing local network selected for improvement of service roads (part of Section) Alignment/construction of service roads (part of Section where existing local roads are not adequate)	Double carriageway motorway 2x2 lanes (SH4) with a lane divider: No emergency lane, No embankments Some uncontrolled entry and exit points	Category B Motorway, 38 km (improved existing alignment). With service roads to partially cover length of the road from: Existing local – urban roads or rural roads – to be selected and modernized in service roads, and new alignment of service roads.

Main works: all additional parts shall include required bridges, intersections, tunnels, guard railing, service roads, intelligent transport monitoring systems, service roads, etc.
Service Roads: The Bidder shall review the construction of service roads to improve the connections with exchanges at the existing level (or existing roads in case of new alignments) at the proposed intersections.

The entire length of the new or existing segments crosses residential, business, or agricultural areas, which require services roads. The Bidder should research and build with the aim of using existing local roads that can be reconstructed and used as service roads or for the construction of the new service roads of a new and or/ existing segments.

The concession project scope shall be:

- a. the construction of the new track of the road segment 'Thumane-Kashar-Luzi Vogel'
- b. the improvements and modifications in the rest of the Sections which will be included in the concession project the main of them are describing below:
 - i) demolish of all the existing intersections and construct new interchanges according to the concept-design
 - ii) construct overpasses and underpasses
 - iii) improve the alignment where it is required
 - iv) construct service roads for the neighbouring establishments
 - v) upgrade the existing sections to motorway category A or B which is limited by the availability of the existing situation (land and structures)
 - vi) Secure alternative corridor free of toll charge, improving and/or extending the existing road network in the section Rroghozinë - Fier
- c. the installation of traffic management systems along the whole Section (as necessary) which would be compatible with the systems that will operate for the entire road segment
- d. operation and maintenance of the whole segment
- e. financing of the above
- f. the collection of the respective tolls

17.12 Main Technical Characteristics

In reference to the current applicable standards for Road Construction provided for under DCM No.628, dated 15.07.2015, "For the approval of the technical rules in designing and construction of roads ", Technical Rules for Road Designing, Volume 2 - Geometrical Designing.

All the design changes, which may occur during construction period, will be reviewed and approved by the Independent Engineer.

17.13. Development Stage

The following segments of the road segment Section will be constructed or rehabilitated:

A/A	Segment	Length (km)	Status	Remarks
1	Milot – Thumanë	13.5	Existing	Rehabilitation
2	Thumanë – Kashar	20	New Construction	
3	Kashar – Peze Helmes	9	New Construction	
4	Peze Helmes – Luzi Vogel	24	New Construction	
5	Luzi Vogel – I/C Rrogozhine	8	Existing	Rehabilitation
6	I/C Rrogozhine – beginning of Fier Bypass	38	Existing	Rehabilitation

17.14. Environmentally Sensitive Zones

None

17.15. Traffic Information – Current Status

Traffic based on Transport Strategic in Albania

No.	Existing Section	Corresponding Sections of the Project	2018
	Lezhe-Milot		17692
	Milot-Lac	Section 1	21676
	Lac-Thumanë	Section 1	24955
	Thumanë-Fushë Krujë	Section 2	24955

	Fushë Krujë-Vorë		30394
	Tirana-Tirana Airport IC		44136
	Vore-Durrës		36322
	Durrës-Lekaj		24697
	Lekaj-Rrogozhine	Section 5	24401
	Rrogozhine-Lushnjë	Section 6	26160
	Lushnjë-Fier Bypass	Section 6	15141

Source: Albania's Strategic Transport Model

Appendix 15

(Appendix to be filled in by the Contracting Authority)

WORKS BILL OF QUANTITIES
(Not applicable)

Appendix 16

[Appendix to be filled in by Contracting Authority]

STANDARD NOTICE FOR THE DISQUALIFIED BIDDER

[Place and Date]

[Name and address of the Contracting Authority]

[Address of the Bidder]

Dear Sir, Madam <name of contact person>

We thank you for your participation in the abovementioned Concession/Public Private Partnership procedure. The procedure is carried out in compliance with the Law on Public procurement, No. 125/2013 "On Concessions and Public Private Partnership, as amended, and DCM no.575, dated 10.7.2013 "On the adoption of rules for the concession/public private partnership evaluation and award"

Your bid was carefully evaluated according to the conditions and requirements set forth in the contract notice and the bid dossier. We regret to inform you that you were [disqualified] because the bid submitted by you was rejected due to the following reason (s) *[tick the appropriate box]*:

[your subject]

- 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 under prosecution for one of the offenses described in article 45 of Law no. 9643, dated 20.11.2006 "On public procurement";

- It has gone bankrupt or its activity is being administrated by the court, in accordance with article 45 of Law no. 9643, dated 20.11.2006 "On public procurement";
- 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 public procurement rules;
- 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:

- Certificates or attestations required that indicate that you are not in the positions set by the public procurement rules;
- A certificate, document or other relevant attestations required by the contracting authority for the purpose of verifying your professional suitability;
- Relevant attestations as described by the public procurement rules that demonstrate that the candidate or bidder in question meets the requirements for minimum financial, technical and professional capacity specified in the bid dossier or the contract notice;
- The Contracting Authority has decided that you have submitted documents containing false information for purposes of qualification;
- Your Bid [does not comply with the requirements] [is irregular];
- 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 disqualification or rejection of the bid in question]

If you think that the Contracting Authority has violated the Law no.125/2013 “On Concessions and Public Private Partnership” and DCM 575, dated 10.7.2013 "On the adoption of rules for the concession/public private partnership evaluation and award”, during the concession/ppp procedure, then you are entitled to initiate a review procedure as provided in the Law “On Concessions and Public Private Partnership”. Although we were not able to use your services in this case, we believe you will continue to be interested in our future concession/ppp initiatives.

Respectfully

< **Name** >

APPENDIX 17

[Appendix to be filled out by the Contracting Authority]

AWARD NOTIFICATION FORM

[Date_____]

To: *[Name and address of Potential Bidder]*

Concession/Public Private Partnership

Brief Description of the Contract: *[Quantity or cope and term of the contract]*

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

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)* _____

Etc. _____ Value *(in figures and words)*

The following potential bidders have been disqualified:

1. _____

2. _____

Reasons for Disqualification:

* * *

(Contracting Authority) notifies that *[name and address of the Successful Bidder]* the bid submitted on *[date]* on the concession of *[name and general description of the cope of contract]* has been awarded.

The term frame for negotiating the contract shall be _____

The bidder *[name]* is requested to submit with the (Contracting Authority) following documents:

- Signed copy of notification on General and Special Conditions Form of the Concession Contract/Public Private Partnership
- Contract Warranty as required by the Competition Standard Procedure Documents. The warranty should be submitted no later than the date of contract signing by both Parties.

- Bank statement attesting the payments made on publication and specialized consultation expenses (*if any*). The payment shall be made before the commencement of negotiations.

- In case you refuse to sign the contract, you must provide a written notification.

..... *Contracting Authority*

Classification notification provided on _____

Complaint: if any _____

(if yes) the reply was provided on _____

[Head of Contracting Authority]

Appendix 18

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Article 1. Purpose

1.1. These General Conditions of Contract (GCC) will apply to works and / or services based on DCM No. 575, dated 10.07.2013 "On the adoption of rules for the concession / public private partnership evaluation and award" as amended

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 (Decision of Council of Ministers No. 575, dated 10.07.2013 "On the adoption of rules for the concession / public private partnership evaluation and award" as amended) re-expressed in KPC in order to increase the transparency of the law regulating the competitive procedure. However, the citation of some of the provisions here does not deny in any way the implementation of the provisions of Decision of Council of Ministers No. 575, dated 10.07.2013 "On the adoption of rules for the concession / public private partnership evaluation and award" as amended.

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.

In any case the project will be executed in accordance with the terms of the Tender and the technical and financial offer of the Contractor.

In the event of a conflict between the Contract Documents, the order of priority and validity is as follows:

This Contract and the Annexes thereto forming an integral and integral part thereof

The DCM No. 575, dated 10.07.2013 "On the adoption of rules for the concession / public private partnership evaluation and award" as amended

The Contractor's Technical and Financial Offer

The Terms of the Tender

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.

2. 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 referred indirectly.
- 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 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 subject to 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 performed by the Contractor under the contract.
- 2.8. "Terms of Reference" express the object and purpose of the contract, determine the duties, requirements, objectives, repayment, place and delivery of the Services and / or Works to be provided.

3. Article 3. Drafting of the Concession Agreement (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 tender documents.
- 3.2. The existence of the contract will be confirmed by the signing of the contract document by sanctioning all disputes between the parties.

4. 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 corrupt actions. 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.

5. Article 5. Confidential Information

- 5.1. The Contractor and the Contracting Authority shall keep in full 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 Contractor a provision promising to preserve confidentiality; provided for in Paragraph 5.1 above

6. 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 subject to 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 performance 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 as per contract.
- 6.4. If any claim or claim is brought against the Contracting Authority in connection with any intellectual property violation caused by the performance 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 claim.

7. 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 said to be produced when, through the process of forming, processing, or sufficient component collection, and results in a new product 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 material.

8. Article 8. Communication

- 8.1. Any communication between the parties shall be in writing.

9. Article 9. General Obligations of the Contractor

- 9.1. The Contractor must perform the Services and / or Works and meet his obligations all the efforts, efficient and economical in accordance with generally accepted technical techniques and practices.
- 9.2. The contractor must pursue a sound business practice and use advanced and appropriate technology as well as safe methods.

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 relations 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.

10. Article 10. Special Obligations of the Contractor

10.1. The Contractor must perform all Services and / or Works as defined in the Terms of the Tender and his Technical and Financial Offer.

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.

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

11. Article 11. Specifications and Drawings

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

12. 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 this contract, unless the parties agree otherwise.

13. 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 of the Contracting Authority for damages resulting from negligence, errors or omissions in the performance 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 provided

14. 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 in that contract the extent to which 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 change of the legal framework requires the revision of the terms of the concession contract and the cases when the legal changes bring effect to the party contracting.

15. Article 15. Force Majeure

15.1.For the purposes of this "Force Majeure" Article 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 discharge from liability where appropriate, actions proposed for mitigating the effects of force majeure.

16. 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 in the Tender Documents and the Contract.

16.2.Contractual changes are made by the contracting authority and the concessionaire / private partner.

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

- a) when endangering national security and protecting the country, 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;
- d) 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 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. 575, Decision of Council of Ministers No. 575, dated 10.07.2013 "On the adoption of rules for the concession / public private partnership evaluation and award" 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 had the opportunity of bidders submitting a substantially different offer and whether the changes would have exceeded the scope of the contract to such extent that these changes would include services that were not initially covered.

17. 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 in accordance with the terms of the Concession Agreement.

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

18. Article 18: The Solicitation of Causes of 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 in accordance with the terms of the Concession Agreement.

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

19. Article 19: Subcontracting

19.1. The Concessionaire shall not enter into any subcontractors who do not meet the relevant requirements set out in the Concession Agreement, without the prior written consent of the Contracting Authority, except with the agreed subcontractors, as part of the Concessionaire's Bid. The Contracting Authority may not give or, if it has given it, 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-contractor, he / she must submit prior to the approval of 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-contractor and where 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 against 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 outsourced to third parties.

19.4. Competitive Procedures Documents shall not include the extent of the subcontracting allowed to the Concessionaire to contract with a third party as appropriate.

20. Article 20: Transfer of Rights

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

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 a subject for a specific purpose, then the change of ownership or management of the Special Purpose Entity (SPV) as a result of the transfer of capital or business shares cannot be applied when it does not meet the relevant requirements set out in the Concession Agreement, without the consent of the contracting authority, unless this is the result of a negligent trading of shares in a regulated market of capital or a transfer from a shareholder to a subsidiary.\

21. Article 21: Contract Guarantee

21.1. Within days of the notification of contract award, the Contractor shall submit to the Contracting Authority the contract security in the value and form as provided for in the contract. Failure to submit a contract security in the form and value required within days will cause the contract to be terminated and the value of the bid security is seized by the Contracting Authority.

22. Article 22: Legal Basis

2

22.1 The contract shall be governed and interpreted under the laws of the Republic of Albania.

23. Article 23: Settlement of Disputes

23.1. The Contracting Authority and the Contractor shall make every effort to settle disputes in connection with this Agreement by direct negotiation. If the parties fails to resolve the dispute with understanding, it will refer to the forum solution as defined in the Concession Contract.

24. Article 24: Representation of Parties

24.1. Each party must designate in writing a person or organizational structure that will be responsible in the name of the party, to receive the 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 fails to announce, it must take 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.

25. Article 25: Notices

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.

26. Article 26: Calculation of Deadlines

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

Note. These are basic articles are preliminary and must be discussed with the winning bidder and the Contracting Authority during the negotiations of the contract based on the winning offer and the technical provisions of the project.

Appendix 19

[Appendix to be filled in by the Contracting Authority]

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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 under the General Conditions.

1. Article 1: Definitions

1.1. The Contracting Authority is the Ministry of Infrastructure and Energy

1.2. The Contractor is _____

2. Article 2: Provision of the Contract

2.1. The contract guarantee in the value of 3 % of contract value shall be provided by the Contractor to secure the execution of his obligations under the contract.

The contract guarantee shall be returned immediately to the Contractor in the following scenarios:

This amount may be proportionally reduced during the Contract implementation, but in no case throughout its term shall it be less than 25% of the initial Security amount.

3. Article 3: Representative of the Contracting Authority

3.1. Representative of the Contracting Authority: _____

3.2. Address / Contact Point: _____

4. Article 4: Start Date

4.1. This Contract:

5. Article 5: Type of Contract

Concession contract for the Design, Build, Finance, Operation, Maintenance, Rehabilitation and Transfer of road segment Milot-Thumanë-Kashar--Luzi i Vogël-Rrogozhinë-Fier. The total term of contract, including period of construction and operation by the Concessionaire is 35 years, starting from the signature of the contract.

6. Article 6: Description of works and services

6.1 Description of works and services is provided in the tender documents. The technical requirements specified with tender documents and the offer of the Concessionaire are binding. No deviations are allowed without the prior written approval of the Contracting Authority.

6.2 Contractor is obliged to design, build, finance, operation and maintenance the road segment Milot-Thumanë-Kashar-Pezë Helmes-Luzi i Vogël--Fier within the timetable specified with its offer and tender documents. Parties agree time being of essence and failure to perform by the time specified with the technical offer will represent a material breach of the contract.

6.3 Contractor is the only responsible for project's financing without any input from the Albanian State Budget and/or otherwise governmental funding schemes apart expropriation process.

6.4 The Concessionaire has the obligation to install and operate and maintain at its own cost, a modern electronic toll collection and management system, which will include the possibility for accounting registration for each class of tolls and vehicles. Given the nature of the project and the obligation to respect the principles of Interoperability of the Trans-European network, the Contractor should arrange for the gradual installation of an electronic toll system with provision of simultaneous operation of manual toll collection gate per toll station.

6.5 The maximum allowed toll rate shall not exceed Contractor's offer and calculated for each vehicle classes in accordance with The Albania's Road Tolling Strategy of 2015, as specified with tender documents.

7. Article 7: Revenue risk sharing Guarantee

7.1 Maximum total risk sharing Guarantee payable to the Contractor is fixed with Contractor's offer. It is paid annually for a maximum of 16 years, not exceeding year 2040, which is the last year sustained with such risk sharing guarantee.

7.2 Yearly share of risk sharing guarantee, payable to the Contractor is the fixed percentage of the difference between yearly benchmark and realized revenues, as per Contractor's offer.

8. Article 8: Revenue sharing

In case of actual revenues exceeding the estimated amount in each of the operation years for more than 4%, the yearly revenues in excess will be shared equally between the Contractor and the Contracting authority.

Note. These are basic articles are preliminary and must be discussed with the winning bidder and the Contracting Authority during the negotiations of the contract based on the winning offer and the technical provisions of the project.

Appendix 20

[*Bank Letterhead/Insurance Company*]

[*Appendix to be filled in 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 located in _____ under the letter of (name of Contracting Authority) (hereinafter referred to as "the Contracting Authority"), Prot. No. _____, dated _____.2015, "Award Notification"; and
- The successful bidder has submitted to us a draft contract concluded between him and the Contracting Authority, "For the Concession 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 Bank*) agrees to issue this guarantee.

We hereby declare that:

- we are guarantors of the aforementioned contract up to the total amount of 3 %(*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 shall be valid until the date including _____ days from the date of issuance of the Completion Certificate

This Guarantee shall be valid until the full contract implementation

[Representative of the Bank]

Appendix 21

[Appendix to be filled in by the Contracting Authority]

CONTRACT NOTICE PUBLICATION FORM

Section I Contracting Authority

I.1 Name and address of the contracting authority

Name _____

Address _____

Tel/Fax _____

E-mail _____

Website _____

I.2 Type of contracting authority and the main activity or activities:

Central Institution

Independent Institution

Local Government Units

Other

Section II Contract scope

II.1 Type of Contract

Work

Services

II.2 Brief contract description

1. Contract object _____

2. Contract form _____

3. Funding source _____

II.3 Contract duration or execution timeline:

Duration in **months** or **days**

or

starting from // until on //

Section III Procedure

III.1 Type of procedure:

Open	Restricted	With negotiation for preliminary announcement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III.2 Number of delivered bids:

Number of regular bids:

Section IV Information on the contract

IV.1 Contract no.: _____

Contract date //

IV.2 Name and address of the Contractor

Name _____

Address _____

Tel/Fax _____

E-mail _____

Website _____

IV.3 Total value

Value _____ (without VAT)

Currency _____

IV.4 Additional information (*in any*)

Date of distribution of this notice □ □ / □ □ / □ □ □ □

Appendix 22

COMPLAINT FORM TO THE CONTRACTING AUTHORITY

Complain to: Contracting Authority

Section I. Complainant identification

Complainant can be a bidder or a potential bidder (e.g. individual, partnership, association, joint venture or a consortium).

Full name of Complainant (please type)

Address

City

Country

Postal code/ Zip 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 **type of procedure used** for the said concession/ppp (e.g., Request for Proposal (RP), Open Procedure (OP), Restricted Procedure (RP), Procedure with Negotiation for Preliminary Announcement (NP)).*

2. Contracting Authority

Name of Contracting Authority managing the bidding process.

3. Calculated Concession Value/PPP

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

4. Contract object

Brief description of works/ services bought.

5. Final deadline for the Bid submission

Final deadline for the Bid submission.

6. Date of award of the winning contract

Date (year/month/day)

Date (year/month/day) if applicable

Section III. Complaint description

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.

3. List of Appendices

In order for a complaint to be taken into account it must be complete.

*Ideally 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 tender Documents, with all relevant amendments and appendices, your proposal.** 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/ppp, all necessary appendices and some additional copies, to **Contracting Authority**

4. Preliminary objection towards the Contracting Authority

Objection shall mean any complaint addressed directly to the Contracting Authority. Please attach a copy of each complaint in writing, including the reply, if applicable.

1. Have you ever made such an objection before? If yes, then specify the objection manner (p.sh. in writing, with fax, etc).

Yes **No**

2. Contracting Authority to which the Objection was made

Name of the Contracting Authority.

Name and position of the official against whom the objection was made.

3. The nature of requested rectifying measure

*What kind of rectifying measure
are you requesting?*

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:
relevant Authority in compliance with Law No. 125/2013 “On Concessions and private public partnership”

Fax no.:

E-mail:

Signature and Seal of the Complainant

Note: For any complaint for the Public Procurement Commission, please refer to the Complaint Form issued by said institution.

Fax no.:

E-mail:

Signature and Seal of the Complainant

Appendix 23

POWER OF ATTORNEY
FORM

POWER OF
ATTORNEY

Today as of date, month, year

Before me

The Notary Public

The undersigned Mr./M. ____
in his/her capacity _____

Citizenship _____

Holder of Passport or Identification Document no. _____

Issued by _____

On _____

Resident in____

Hereby assign Mr./Mrs. _____ in his/her capacity as a _____, to:

- (a) to signs 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 fulfill 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.

APPENDIX 24:

TERMS OF REFERENCE FOR THE ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT STUDY

The Selected Bidder will need to prepare an Environmental and Social Impact Assessment Study compliant to Albanian legislation and in accordance to Good Industry Practices.

1. APPLICABLE REQUIREMENTS

The ESIA will be conducted in line with the following requirements:

National legislation as well as relevant EU substantive environmental standards, including (but not limited to) the pertinent requirements of the EIA Directive (as updated in 2014), Industrial Emissions Directive, and Birds and Habitat Directives. To the extent Albanian regulations differ from EU Substantive environmental standards, the Project will be expected to meet whichever is the more stringent.

Good international industry practice for the road and motorway construction.

2. OBJECTIVES OF THE ESIA

The ESIA will identify and assess any potentially significant future adverse environmental and social impacts associated with the proposed Project, determine the measures needed to prevent, minimize, mitigate and compensate adverse impacts, and identify potential environmental and social opportunities, including those that would improve the environmental and social sustainability of the Project. The ESIA will include any complimentary studies (e.g. climate change, human rights and gender) that may be required given the Project's context and environmental and social risks. The assessment process will be commensurate with, and proportional to, the potential risks, aspects and impacts of the Project, and will cover, in an integrated manner, all relevant direct, indirect & cumulative environmental and social aspects and impacts of the Project, and the relevant stages of the Project cycle (e.g. pre-construction, construction, operation, and decommissioning or closure and reinstatement).

SHTOJCA 24/1
SAFETY, ENVIRONMENT, HEALTH

Metrics for regular reporting:

- a. Environmental incidents or non-compliances with contract requirements, including contamination, pollution on damage to ground or water supplies;
- b. Health and safety incidents, accidents, injuries and all fatalities that require treatment;
- c. Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if now);
- d. Status of all permits and agreements,
- e. Health and safety supervision;
- f. Worker accommodation;
- g. Provider of health services for the workers, information and training, location of clinic, number of non-safety disease or illness treatments and diagnoses'
- h. Gender, number and percentage of the female workforce in total and across position; average duration of female and male workers employment
- i. Training;
- j. Environmental and social supervision management plan

**APPENDIX 25:
MAP OF THE SITES LOCATION AND COORDINATES**

[To be submitted by the economic operator]