



**MUNICIPALITY OF TIRANA**

**STANDARD DOCUMENTATION OF CONCESSIONS /  
PUBLIC PRIVATE PARTNERSHIP FOR CIVIL WORKS  
CONTRACTS**

**Open International Proceedings**

**“For Design, Construction, Financing,  
Operation, Maintenance and Transfer of  
Tirana Public Transport Terminal”**

**Tirana 2016**

**Notification of the Contract**

## I. Contracting Authority

### Section 1 Name and address of contracting authority

Name Municipality of Tirana  
Address Bulevardi "Deshmoret e Kombit"  
Tel/Fax 00 355 4 22 56 799  
E-mail [prokurimet@tirana.gov.al](mailto:prokurimet@tirana.gov.al)  
Website: [www.tirana.gov.al](http://www.tirana.gov.al)

#### 1.2. Type of contracting authority and activity or main activities

Central institution <input type="checkbox"/>	Independent institution <input type="checkbox"/>
Local Government Units <input checked="" type="checkbox"/>	Other <input type="checkbox"/>

### Section 2 Object of the contract

#### 4.1 Type of contract

Works <input checked="" type="checkbox"/>	Services <input type="checkbox"/>
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#### 2.2 Brief description of the concession/public-private partnership contract

**1. Scope of the contract: "For Design, Construction, Financing, Operation, Maintenance and Transfer of Tirana Public Transport Terminal"**

The Municipality of Tirana or "**Contracting Authority**", invites Economic Operators in an international tender procedure to tender for the Public Private Partnership for the detailed design and execution of the construction of a new public transport terminal, its ordinary and extraordinary maintenance as well as the subsequent management of the Tirana public transport terminal (hereinafter referred to as the "**Project**") in accordance

with the procedures and criteria set forth in the tender documents and the terms of the contract. The estimated Project Value is EUR 15.477.857, 31 (fifteen million four hundred seventy-seven thousand eight hundred fifty-seven point thirty-one), VAT excluded.

The Contracting Authority will apply the open tender procedure pursuant to Art. 22 of Albanian Concessions and Public Private Partnership Law no. 125/2013. The Contracting Authority will consider only the tenders of those Tenderers or consortia of Tenderers which have passed the minimum thresholds set out in the Qualification Criteria.

During the construction of the terminal, the objective of the Contracting Authority is to improve overall mobility by providing a full-capacity transport terminal to allow intercity coaches to unload passengers to urban buses and taxis along the city's principal corridor to the north, west and south part of the country, thereby reducing traffic congestion in the city centre, improving air pollution and reducing fuel consumption for public transport.

The Contracting Authority will offer an 85,000 square metre land plot situated along the main corridor leading north-westerly out of the city toward Durres to be contracted out on a long-term basis to the Successful Tenderer to build, operate and maintain the terminal for the benefit of operators and passengers. In exchange, all bus docking fees, retail rental revenues, and parking fees, will be collected by the Economic Operator to amortise its initial CAPEX, operational costs, and cover debt service.

Tendering for the contract is open to companies and joint ventures of companies from any country meeting the requirements and criteria envisaged as follows:

- 2. Form of contract:** Concession/public-private partnership
- 3. Source of Funding:** Private Sector

#### **4.3 Duration of the contract or timeframe of its execution**

The duration of the concession PPP contract will be the duration offered by the Successful Tenderer until 35 years.

#### **4.4 Location of the object of the contract**

Rr.kastriotëve, Kthesa e Kamzës, Tirana

This project is located in Tirana.

Address:

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

#### **3.1. Criteria of acceptance according to Appendix 9**

**3.2. Tender Security** (applicable in the case of procurement procedures with a value greater than high monetary limit, if required by the contracting authority):

Economic Operator in a concession procedure / public private partnership should submit the tender security form, where required, according to Appendix 3.

The value of Tender Security required is equal to 2% of the estimated project value or in the amount of EUR 310,000 (three hundred and ten thousand).

**Section 4 Procedure**

**4.1 Type of procedure**

Open <input checked="" type="checkbox"/>	Restricted <input type="checkbox"/>	Negotiated with public notice <input type="checkbox"/>
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**4.2 Criteria for selection of winners:**

Criteria regarding the importance:

No.	Criteria	Max Score	Min Threshold/ Passing Score
TC1	Compliance with Minimum Technical Requirements	2	1
TC2	Technical and operational soundness	34	20
TC3	Information systems	4	2
TC4	Environmental and Social Acceptability	10	
TC4-1	-internal security of the area and the buildings	4	
TC4-2	- innovative techniques in the field of energy saving and compliance with environmental standards	4	
TC4-3	-reduction of impact on local traffic during the construction activities	2	
	<b>TOTAL TECHNICAL CRITERIA</b>	<b>50</b>	
FC1	DURATION OF CONCESSION	10	
FC2	CONCESSION FEE	10	
FC3	TERMINAL CHARGES	10	

FC4	PROFIT SHARING	10	
	<b>TOTAL FINANCIAL CRITERIA</b>	<b>40</b>	
CTC1	CONSTRUCTION TIME	10	
	<b>TOTAL</b>	<b>100</b>	

The Contracting Authority should specify the points for each evaluation criteria set.

#### **4.3 Deadline for the submission of tenders or requests to participate in tenders**

**Date:** 27/02/2017

**Hour:** 11:00

Location: www.app.gov.al

**In case Tenderers are requested to submit their tenders by electronic means, economic operators shall submit the tender electronically on the official website of the Albanian Public Procurement Agency, www.app.gov.al.**

#### **4.4 Deadline for the opening of requests to participate**

**Date:** 27/02/2017

**Hour:** 11:00

Location: www.app.gov.al

Information communicated during the public opening of tenders, submitted electronically, shall be communicated to all Economic Operators who have submitted tenders, upon their requests.

4.5 Period of validity of tenders: 300 (three hundred) days

4.6 Language(s) used in writing requests to participate in tenders:

Albanian X

English X

Other \_\_\_\_\_

Section 5 Additional Information

**5.1 Documents under a fee**

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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*If Yes*      Currency \_\_\_\_\_      Price \_\_\_\_\_

This price covers the actual copying and distribution of Standard Concession / PPP Documents to the Economic Operators. Interested Economic Operators have the right to control Standard Concession / PPP Documents before their purchasing.

5.2 <sup>1</sup>Fee rate to be paid by the economic operator in case of appeal to the Public Procurement Commission: ALL \_\_\_\_\_ (amount in letters).

5.3 **Additional Information** (location, offices, ways to acquire the Standard Concession / PPP Documents)

The full set of documents related to the feasibility and preliminary project, can be acquired (free of charge) upon written request from Municipality of Tirana.

Mr.Genc Kojdheli

E-mail address: genc.kojdheli@tirana.al

**Date of distribution of this notice:                    04/ 01/2017**

**INSTRUCTIONS TO TENDERERS**

**1. Introduction**

(Contracting Authority) has decided to implement the project for \_\_\_\_\_. The selection of the Successful Tenderer shall be made based on a competitive procedure (type of procedure) according to the qualification and evaluation criteria as specified in this document. The duration of the concession contract / PPP is \_\_\_\_\_ from its entry into force.

1 Added by DCM No. 401 dated 13.05.2015

## **1.1.Further information:**

### **General Description**

- a. **GEOGRAPHIC POSITION**
- b. **HYDROLOGICAL CONDITIONS (in case of hydropower plants concession)**
- c. **CONNECTION WITH ENGINEERING INFRASTRUCTURE**
- d. **HYDROTECHNICAL CONDITIONS (in case of hydropower plants concession)**
- e. **OTHER CONDITIONS RELATED TO THE OBJECT**

## **1.2. (Unsolicited proposals only)**

The concession project \_\_\_\_\_ is unsolicited proposal approved by the Contracting Authority. Based on the DCM no. 575, dated 07.10.2013 "On approval of the rules for the evaluation and concession / public private partnership", the company \_\_\_\_\_ has received a bonus of \_\_\_\_\_ of the total points, or the project has been evaluated with ALL \_\_\_\_\_.

**1.3.**These instructions ("Instructions to Tenderers") as well as "Invitation to Tender" is addressed to all legal entities or their unions, which are intended to participate in this competitive selection procedure.

**1.4.** The Successful Tenderer shall bear all costs associated with the preparation and submission of his tender as well as any other costs as provided in these documents in accordance with Article 25 and Article 29 of Law no. 125/2013 "On concessions and public private partnership".

**1.5.**Contracting Authority reserves the right to terminate ultimately this competitive selection procedure. Tenderer has no right to claim any compensation for costs or losses.

## **2. Competitive Procedure Documents**

### **2.1.Content**

**2.1.1. Type of project and technical requirements, competition procedure, terms of the contract and legal, economic and financial requirements are specified in the competitive procedure documents as follows:**

**APPENDIXES**

- Appendix 1 Tender Application Form
- Appendix 2 Invitation to tender form of the Restricted Procedure or Negotiated with public notice
- Appendix 3 Tender Security Form
- Appendix 4 Confidential Information Form
- Appendix 5 Statement of fulfilling the requirements of Technical specifications by the economic operator
- Appendix 6 Statement on conflict of interest
- Appendix 7 Works Execution Evaluation Form
- Appendix 8 Statement of machine availability
- Appendix 9 Evidence of Qualification / Participation Form
- Appendix 10 Declaration on the legal status
- Appendix 11 Evaluation Criteria
- Appendix 12 Self-Declarations for Foreign Tenderers
- Appendix 13 Project Implementation and Technical Specifications
- Appendix 14 Terms of Reference
- Appendix 15 Notification of Disqualification Form
- Appendix 16 Tender Admission Notification Form
- Appendix 17 General Terms and Conditions of the Contract
- Appendix 18 Special Conditions of the Contract
- Appendix 19 Contract Signing Notification Form
- Appendix 20 Contract Security Form
- Appendix 21 Appeal to the Contracting Authority Form
- Appendix 22 Power of Attorney Form



2.1.2 Each tenderers should consider the instructions, criteria, requirements, specifications, terms and all the information in the competitive procedure documents. In case the tenderer:

- i) Does not meet all documentation requirements and information on bidding procedure documents; or
- ii) Submits an offer which does not comply with the conditions and requirements of the bidding procedure documents.

The contracting authority shall determine that the offer does not comply with the requirements of the bidding procedure documents and will reject the offer.

## **2.2. Commentary on Standard Competitive Procedure Documents**

**2.2.1** Tenderer who requires clarifications or amendments to the competitive procedure documents, should submit his request through electronic procurement system. All replies together with appropriate explanations should be notified to all interested parties.

## **2.3. Amendments to the competitive procedure documents**

**2.3.1.** At any time prior to the deadline for submission of tenders, in every case that makes changes to procedure documents, the Contracting Authority should extend the deadline for submission of tenders according to the law. CA may for any reason, at its discretion or in response to requests for changes from one tenderer, change the tender procedure documents.

**2.3.2.** All the amendments made by the contracting authority will be published on the website of PPA. Amended documents will be considered as competitive procedure documents for this competitive selection procedure.

**2.3.3.** To give prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Contracting Authority may, at its discretion, extend the deadline for the submission of tenders. In this case, the Contracting Authority pursuant to the Law "On concessions and public private partnership" will publish a new deadline for the submission of tenders on the website of PPA.

## **3. OFFER: PREPARATION OF TENDERS**

### **3.1. The offer should include the following documents:**

- a) Tender Application Form, completed in accordance with the model attached as Appendixes 1 and DSK / PPP.
- b) Tender Security Form, completed in accordance with the model attached as Appendixes 3 and DSK / PPP
- c) Documents related to the object of the concession / public private partnership (drawings, projects, etc.

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

An economic operator may submit only one tender.

Any false data shall constitute a legal reason for the Contracting Authority to disqualify Tenderers at any time. If it is detected or notified after the conclusion of the contract, the Contracting Authority has the right to terminate the contract relations unilaterally and to compensation for actual losses. Pursuant to the Criminal Code of the Republic of Albania, providing false information, drafting of forged or falsified documents as well as any statement or any other information that does not reflect the truth is considered a criminal offense. The tenderers shall use only the standard documents of the Tendering Process, without making any modifications to the terms thereof.

### **3.2.Tender Security**

- 3.2.1.** The Tenderer shall furnish, as part of its tender, a Tender Security, when required, according to Tender Security Form (Appendix 3), up to 2% of the value of the project proposed by the Tenderer.
- 3.2.2.** Tender Security, when required, is required to be submitted in the form of a deposit or guarantee issued by a bank or an insurance company licensed by the state to perform this activity. Tenderer must guarantee, that Tender Security to be valid for a period of \_\_\_\_\_ days after the end of validity of the tender, which is \_\_\_\_\_. Therefore, the tender should be provided for \_\_\_\_\_ from the date of expiration of its submission. Contracting Authority may require the Tenderer to extend the Tender Security Validity Period, if any, if certain circumstances affect the extension of the evaluation deadline of the respective offer or delivery of Security contract or in any other case that affects the delay of a mandatory deadline. Failure to delay the Tender Security Validity Period, if required, constitutes a cause for disqualification of Tenderers.
- 3.2.3.** Tender Security, if required, must be submitted together with the offer prior to the deadline for submission of tenders. Any Tender not accompanied by tender security shall be rejected by the Tender Evaluation Committee.

Tender Security shall be submitted on behalf of:

- i) the company, if the Tenderer is a single company; or
- ii) the leading company, if the Tenderer is a temporary union of companies.

**3.2.4** At the request of Unsuccessful Tenderers, the Contracting Authority shall return him the Tender Security, where required, as promptly as possible, but no later than 30 (thirty) days after completion of the Tender Validity Period or any extension thereof.

**3.2.5** Tender Security of the Successful Tenderer, when required, will be returned to him after submission of the Security Contract to the Contracting Authority.

**3.2.6** Tender Security may be held by the Contracting Authority, when required, when Tenderer:

- i) shall withdraw its tender during competitive procedure when the Tender Validity Period has not yet expired;
- ii) shall not submit Contract Security (in case the Tenderer shall win)
- iii) shall not sign the concession contract (in case the Tenderer shall win) within the time limits specified in the Tender Admission Notification Form (Appendix 16);
- iv) shall state false data in his tender;
- v) shall refuse to pay the costs according to paragraph 1.4 hereinbefore (in case the Tenderer shall win).

**3.3.Power of Attorney:** Any tenderer (or Temporary Union member, when there is such Tenderer) must submit a notarized power of attorney, in the form specified in Appendix 22, which indicates that the person (s) who signed the Tender have the right of its signing.

**3.4.Tender validity period:** Tenders shall remain valid for \_\_\_\_\_ from the moment of completion of "the deadline for submission of tenders." A tender with validity period shorter than the specified deadline will be rejected by the Tender Evaluation Commission as inadmissible.

In exceptional circumstances, the Contracting Authority may solicit the tenderer's consent to an extension of the Tender Validity Period. The request and responses thereto shall be made in writing. If a tenderer agrees to extend the period of validity, the Tender Security shall also be extended, if required, according to paragraph 3.2.2.

### **3.5.Format and signing of the Tender**

**3.5.1** Every tenderer should prepare and submit the tender on the website of the Public Procurement Agency (PPA). Detailed information regarding the loading of tender shall be available in the user manual, which is published at the web <https://www.app.gov.al>.

**3.5.2** Tenderer, who will be the winner of the competition, will submit to the Contracting Authority the original tender. The original Tender shall be typed, printed or written in indelible ink. The person or persons who have the right to affix their signature (authorized by power of attorney submitted as part of the Technical Proposal), in accordance with paragraph 3.3, should do the following:

- i) They should affix their signature in the original tender; and
- ii) They should write their initials on each page of the original documents accompanying the economic tender.

**3.5.2** No changes, deletions or additions shall be made in the tender, except in cases where corrections shall be signed by the person or persons entitled to sign the tender. Original tender shall be identical with the tender loaded on the website of PPA.

## **4. SUBMISSION OF TENDERS**

#### **4.1.Format and Signing of the tender**

- 4.1.1.** Pursuant to the Decision of the Council of Ministers no. 268, dated 18.04.2012 "On the electronic performance of tendering procedures Concession / Public Private Partnership" and DCM no 575, dated 10.7.2013 "On approval of rules for the evaluation and granting on concession/public private partnership", the tender shall be submitted in electronic format in accordance with the instructions of the Public Procurement Agency. For detailed information about this procedure please visit the official website [www.app.gov.al](http://www.app.gov.al).
- 4.1.2.** Contracting Authority accepts no responsibility to any tenderer against any claim or complaint on the uncertainty in the manner of submission of the Tender except when an application is not secured properly due to lack of proper infrastructure upgraded by the Contracting Authority.
- 4.1.3.** In any case, tenderers shall submit **electronically** all mandatory and necessary documentation for the presentation of their Tender.
- 4.1.4.** Successful Tenderer shall submit the original tender to the Contracting Authority. Original tender should be placed in an envelope / box and should be duly closed and sealed. On the envelope / box should be written the name and address of tenderer and the note: Tender for the project "\_\_\_\_\_".

Original tender must be submitted to the following address:

To:	(Contracting Authority)
Attn:	Tender Evaluation Commission
Address:	

#### **4.2.Deadline for submission of tenders**

- 4.2.1.** Tenders shall be submitted on the website of the Contracting Authority no later than \_\_\_\_\_, at \_\_\_\_\_. Successful Tenderer shall be notified in writing by the Contracting Authority for the deadline of the original tender submission.

### **5. Tender opening and evaluation**

#### **5.1.Opening of tenders**

- 5.1.1.** Tender Evaluation Committee identifies tenderers and opens tenders submitted on the website of APP after the expiration of deadline for submission of tenders.

#### **5.2.Evaluation of Tenders**

- 5.2.1.** Following the opening of the tender, Tender Evaluation Committee shall review the tender to determine whether it is acceptable, the required documentation is submitted, the documentation required to be signed by the tenderer is duly signed, and whether it is regular or not.

- 5.2.2.** Evaluation of contracting authority will be based on the data and the content of the tender itself without addressing to other sources. However, if necessary, Tender Evaluation Committee may, at its discretion, ask Tenderers for clarifications, which do not constitute a change in the substance of the tender. Requests for clarification and the responses thereto shall only be in writing or/and reflected in the relevant records. Furthermore, in special cases, Contracting Authority reserves its right to include various experts who may help addressing those issues for which Tender Evaluation Committee faces difficulties dealing with.
- 5.2.3.** Tender shall be deemed invalid if:
- i) tenderer has not submitted tender security, if required
  - ii) tender contains false data
  - iii) it did not meet one or all the requirements of the call for the competitive procedure.
- 5.2.4.** Tender Evaluation Committee shall evaluate a tender to be valid even if it contains minor deviations, which do not materially alter or do not deviate from the characteristics, conditions and other requirements laid down in the selection procedure documents, or errors, which can be adjusted without affecting its contents.
- 5.2.5.** If more than one Financial Proposal has the same value or the same scores, then the successful tenderer shall be determined by lot in the presence of tenderers.
- 5.2.6.** Tender Evaluation Committee shall draft the final classification, which should be made public and communicated to tenderers. Upon notification of the final classification, each tenderer may request an administrative review of the selection process, if finding that an action taken by the Contracting Authority and Tender Evaluation Committee is contrary to the provisions of Law No 125/2013 ““On concessions and public private partnership” and the DCM no. 575, dated 07.10.2013 "On approval of the rules for the evaluation and concession / public private partnership", using the Appeal Forms, as defined in Appendix 21.
- 5.2.7.** Upon termination of the procedure for appeal, Tender Evaluation Committee shall prepare the final report of evaluating the tenders and shall propose the Chairman of the contracting authority the results achieved for each of the tenderers.

### **5.3 Invalidation and Failure of the Competitive Tendering Procedure**

Competitive procedure is considered unsuccessful when:

- i) None of the tenders submitted meets the requirements of the invitation to tender (call for bids) procedure;
- ii) The contracting authority, for lack of economic viability of the tenders or the project itself, shall announce the closing of the competitive procedure;
- iii) Or when there is no participant in the competition;

### **5.4. Illegality**

In compliance with the legislation on prevention of conflict of interest and ethics in public administration, the contracting authority shall reject a tender, if the tenderer who submitted it:

- i) has given or intends to give a current or former employee of the Contracting Authority a gift in cash or not, as an attempt to influence an action or a decision or the course of the tender; and / or
- ii) is in a conflict of interest in this procedure such as - a tenderer has connections with a natural or legal person, who is charged by the Contracting Authority to provide advisory services in project preparation, specifications or other documents regarding the competitive procedure or has connections with members of Tender Evaluation Committee;
- iii) has submitted documents / false information related to requirements outlined in the standard tender documents.

The contracting authority shall inform tenderer and the Public Procurement Agency for rejection of tender and the reasons thereof, and shall make the relevant note in the report for the competition procedure.

### **5.5.Determination of the Successful Tenderer and Contract negotiation and finalization**

**5.5.1.** Upon expiry of the appeal period referred to in Section 5.2.6. the Contracting Authority shall notify the Successful Tenderer, whose tender has received the highest final score, sending him the Successful Tenderer Notification, as defined in Successful Tenderer Notification Form. A detailed copy of this notice shall be published in the Bulletin of Public Notices. During the signing, the Contracting Authority asks the Successful Tenderer to submit the Security Contract.

Security Contract Form should be signed and submitted according to paragraph 5.5.3

Contract Security should be submitted as:

- i) an unconditional bank guarantee; or
- ii) an insurance policy.

**5.5.2** The Contracting Authority and the Successful Tenderer will discuss, negotiate and agree in good faith the final terms and conditions of the Concession Contract / Public Private Partnership, given that the Successful Tenderer shall be required to sign the concession contract under specific and general contract conditions signed by him in every page and submitted as part of the Technical Proposal, altered (if applicable) during the process of negotiating the Concession Contract / Public Private Partnership.

**5.5.3** If within \_\_\_\_\_ days from the date of Successful Tenderer Notification and the deadline specified in the Decision of the Council of Ministers, it becomes clear that, if the Successful Tenderer (for unjustified reasons) will not submit Contract Security and / or will not sign Special and General Contract Terms and Conditions, the Contracting Authority shall be entitled to forfeit the Tender Security of the

Successful Tenderer, if required, and will invite other Tenderers, according to the order in the final classification, and invite for negotiations the other Tenderers in the order of the final ranking until it receives the Contract Performance Security and the Special and General Contract Terms and Conditions and signs the Concession / PPP Contract on each page, or otherwise rejects all remaining Tenders.

**5.5.4** The Contracting Authority shall publish in the Public Notification Bulletin the name of the Successful Tenderer within thirty (30) days after the signing of the Concession / PPP Contract.

## Appendix 1

### TENDER APPLICATION FORM

[Appendix to be submitted by the economic operator]

Name of Tenderer \_\_\_\_\_

To: *[Name and address of the contracting authority]*

The concession/public-private partnership procedure: *[type of procedure]*

Short description of the contract: *[object]*

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

Referring to the above procedure, we, the undersigned, do hereby declare that:

1. The total price of our Tender is [currency and amount of the Tender]; VAT excluded;
2. The total price of our Tender is [currency and amount of the Tender]; VAT included;

No.	Criteria	Unit	Tender
1.			

2.			
3.			
<b>Amount</b>			
<b>Reserve Fund</b>			
<b>Amount</b>			
<b>VAT</b>			
<b>TOTAL AMOUNT</b>			

Signature of the Tenderer \_\_\_\_\_

Seal

Note:

1. Prices must be expressed in \_\_\_\_ Currency (as required in the tender documents)



## Appendix 2

### INVITATION TO TENDER <sup>1</sup>

Tirana Municipality invites to submit tenders to perform the following:

The Municipality of Tirana or "**Contracting Authority**", invites Economic Operators in an international tender procedure to tender for the Public Private Partnership for the detailed design and execution of the construction of a new public transport terminal, maintenance as well as the subsequent management of the Tirana public transport terminal (hereinafter referred to as the "**Project**") in accordance with the procedures and criteria set forth in the tender documents and the terms of the contract. The estimated Project Value is EUR 15.477.857, 31 (fifteen million four hundred seventy-seven thousand eight hundred fifty-seven point thirty-one), VAT excluded.

The Contracting Authority will apply the open tender procedure pursuant to Art. 22 of Albanian Concessions and Public Private Partnership Law no. 125/2013. The Contracting Authority will consider only the tenders of those Tenderers or consortia of Tenderers which have passed the minimum thresholds set out in the Qualification Criteria.

During the construction of the terminal, the objective of the Contracting Authority is to improve overall mobility by providing a full-capacity transport terminal to allow intercity coaches to unload passengers to urban buses and taxis along the city's principal corridor to the north, west and south part of the country, thereby reducing traffic congestion in the city centre, improving air pollution and reducing fuel consumption for public transport.

The Contracting Authority will offer an 85,000 square metre land plot situated along the main corridor leading north-westerly out of the city toward Durres to be contracted out on a long-term basis to the Successful Tenderer to build, operate and maintain the terminal for the benefit of operators and passengers. In exchange, all bus docking fees, retail rental revenues, and parking fees, will be collected by the Economic Operator to amortise its initial CAPEX, operational costs, and cover debt service.

Tendering for the contract is open to companies and joint ventures of companies from any country meeting the requirements and criteria envisaged as follows:

Location of performing the employment contract

Rr e Kastriotëve, Kthesa e Kamzës, Tirana

**Duration of the contract or timeframe of its execution**

The duration of the concession PPP contract will be the duration offered by the Successful Tenderer until 35 years).

Tenders shall be uploaded electronically to the Public Procurement Agency website [www.app.gov.al](http://www.app.gov.al) before the date of its opening.

**Date: 27/02/2017**

**Hour: 11:00**

When tenders are required to be submitted electronically, the economic operators shall upload the tender electronically on the official website of PPA: [www.app.gov.al](http://www.app.gov.al).

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<sup>1</sup> This appendix is applicable to the restricted procedure and negotiated procedure with prior notice

## Appendix 3

[Letterhead paper of Bank / Insurance Company]

*[Appendix to be submitted by the economic operator, when requested by the contracting authority]*

### TENDER SECURITY FORM

[Date \_\_\_\_\_]

To: *[Name and address of the contracting authority]*

On behalf of *[Name and address of the Insured Tenderer]*

The concession/public-private partnership procedure: *[type of procedure]*

Short description of the contract: *[object]*

Publication (if applicable): Public Announcements Bulletin *[Date]* *[Number]*/Reference No. on the PPA website.

Referring to the above procedure,

We hereby certify that [Name of insured tenderer] has made a deposit at [name and address of the bank / insurance company] with an amount of [currency and amount in letters and figures] as a condition for securing the tender submitted by the abovementioned economic operator.

We undertake to transfer to the account of [name of contracting authority] the secured amount, within fifteen (15) days from your first and simple written request, without asking explanations, provided that the request shall mention the failure to meet one of the following conditions:

- The tenderer withdraws or alters its tender after the deadline for submission of tenders or before the final deadline, if so specified in the tender documents;
- The tenderer refuses to sign the concession contract / Public Private Partnership where the contracting authority requires the same;

- The tenderer does not submit the Contract Performance Security, where the tender has been accepted, or does not meet any other condition before signing the contract specified in the tender documents.

This Security is available [\_\_\_\_] days from the date of expiry of the deadline for submission of tenders on the website of PPA.

[Representative of the bank / insurance company]

## Appendix 4

### CONFIDENTIAL INFORMATION

*[Appendix to be completed by the Economic Operator]*

(Note down the information you wish to remain confidential)

Type, nature of information to be kept confidential	Number of pages and points in the Standard Concession / PPP Documents you wish to remain confidential	Reasons for keeping this information confidential	Time limit for keeping this information confidential

## Appendix 5

*[Appendix to be completed by the Economic Operator]*

### **STATEMENT OF FULFILLING THE REQUIREMENTS OF STANDARD DOCUMENTS OF CONCESSION / PUBLIC PRIVATE PARTNERSHIP**

Statement of the economic operator participating in the procurement procedure to be carried out on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ regarding \_\_\_\_\_ with a limit fund \_\_\_\_\_.

I, the undersigned \_\_\_\_\_ in the quality of \_\_\_\_\_ of the Economic Operator \_\_\_\_\_ do hereby declares that:

Fulfill all the qualification criteria laid down in the Concession / Public Private Partnership standard tendering documents and accept them without reservation and no objection. We hereby declare and acknowledge that we agree with all technical specifications and fulfill the data as defined in those documents Concession / Public Private Partnership. We fulfill all legal, financial and economic requirements as well as technical experience defined in the standard documents competitive procedure, and verify the certificates and documents submitted together with this statement.

Our Tender is valid for the period specified in the standard documents for competitive procedure.

We shall not participate as tenderers in more than one tender application for this competitive procedure.

We authorize the Contracting Authority to verify the information / documents attached to this Application.

If our tender is accepted we shall make the insurance of the contract, as stipulated in the standard documents of the competitive procedure.

In case we shall be declared the winner of the competitive procedure, we shall agree to sign the contract according to the form of terms and conditions of the contract.

**Date of statement submission**\_\_\_\_\_

**Tenderer's Representative**

**Signature**

**Seal**

## Appendix 6

*[Appendix to be completed by the economic operator]*

### STATEMENT ON CONFLICT OF INTEREST

Statement of the economic operator participating in the procurement procedure to be carried out on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ regarding \_\_\_\_\_ with a limit fund \_\_\_\_\_.

Conflict of interest is the state of conflict between the public duty and private interests of an official, where he has private interests, direct or indirect ones which affect, are likely to affect or appear to affect the unfair carrying out of his public duties and responsibilities.

Pursuant to Article 21, paragraph 1 of Law No. 9367, dated 7.4.2005, the categories of officials stipulated in Chapter III, Section II, who are absolutely prohibited to directly or indirectly benefit from entering into a contract with one party being a public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of Supreme Court, Chair of State Supreme Audit Institution, Prosecutor General, Ombudsman, Members of the Central Election Commission, Members of High Council of Justice or Inspector General of the High Inspectorate of Disclosure and Audit of Assets, Members of Regulatory Entities, (Supervision Council of Bank of Albania, including the Governor and Deputy Governor; of competition, telecommunication; electricity; water supply; insurance, bonds, media), Secretaries General of central institutions as well as every other public official in each public institution whose position is equivalent to that of General Directors, heads of public administration institutions that are not part of the civil service.

For officials of the middle management pursuant to Article 31, and the officials stipulated in Article 32 of Chapter III, section 2 of this law, the prohibition under paragraph 1 of this Article, due to the official's private interests, as defined in this paragraph shall be applied only to the conclusion of contracts in the territory and jurisdiction of the institution where the officer works. This prohibition applies where the party is a subordinate institution

If the official holds the position of the mayor or deputy mayor, chair or deputy chair of the city, town or county council, member of the respective council or is an official of a high leading position of a local government unit, the prohibition because of the private interests of the official, stipulated in this point, is applied only to the concluding of contracts, as the case might be, with the municipality, city, town or the county council where the official exercises these functions. This prohibition is also applied when one of the contract parties is a public institution, subordinate to this unit (Article 21 point 2 of law No.9367, dated 07.04.2005).

The prohibitions stipulated in Article 21, paragraph 1 and 2 of Law No. 9367, dated 07.04.2005, with appropriate exemptions, are applied to the same extent to the persons related to the official such as: **the spouse, adult children or the parents of the official and those of his/her spouse and cohabitant.**



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I, the undersigned \_\_\_\_\_, in the capacity of the representative of the legal person \_\_\_\_\_ do hereby declare under my personal responsibility that:

I am aware of the requirements and prohibitions provided for in Law No. 9367, dated 7.4.2005 "On the prevention of conflict of interest in the course of exercise of public functions" as amended, as well as in the by-laws issued in its application by the High Inspectorate of Disclosure and Audit of Assets and in the Law No. 125/2013 "On the concession private-public partnership".

In accordance with the above mentioned legislation, I do hereby declare and knowledge that no official set out in Chapter III, Section II of law No. 9367, dated 7.4.2005, and in this statement, possess any private interests, directly or indirectly with the legal person I represent herein.

Date of statement submission \_\_\_\_\_

**Name, Surname, Signature**

\_\_\_\_\_

Seal

**Appendix 7**

*[Appendix to be completed by the economic operator]*

**Works Execution Evaluation Form**

(This form will be associated with the Act of Commissioning and Progress Payment)

Contracting authority / Investor	
Address/Phone no.	
Name of CEO / Administrator	
<b>CERTIFY THAT</b>	
Contracting authority / investor has signed a contract with	
Name of Operator NUIS/	
Group/consortium of economic operators NUISs/	
Subcontractors NUISs/	
Address (s)	
Object of the contract:	
Contract Starting Date	Contract Completion Date
Contract Value	Realized Value
% the of group/consortium of economic operators and description of the works performed by each member	
Subcontractors	
Evaluation	(in words)
	Fulfilled
	Unfulfilled
<b>Signature</b>	
<b>Seal of the Contracting Authority</b>	

**Appendix 8**

*[Appendix to be completed by the economic operator]*

**STATEMENT OF MACHINE AVAILABILITY**

**Economic Operator:** \_\_\_\_\_

**I hereby declare that own the tools, technical equipment and other physical assets to implement the contract with its object:** \_\_\_\_\_

<b>In ownership</b>				
<b>Type of Vehicle</b>	<b>Plate no.</b>	<b>Circulation permit no.</b>	<b>Chassis No.</b>	<b>Others</b>
1				
2				
3				
4				
5				

**And**

<b>Rented</b>					
<b>Type of Vehicle</b>	<b>Plate no.</b>	<b>Circulation permit no.</b>	<b>Chassis No.</b>	<b>Lease contract no. (notary)</b>	<b>Term of the lease contract (starting and ending date)</b>
1					
2					
3					
4					
5					
6					

**2.1** add / delete additional lines if necessary.

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

**CONTACT PERSON (for this tender)**

**Name:**

**Address:**

**Telephone No.:**

**Fax:**

**E-mail:**

**Signature and Seal**

## **Appendix 9**

*[Appendix to be completed by the Contracting Authority]*

### **GENERAL ADMISSIBILITY/QUALIFICATION CRITERIA**

The Tenderer shall submit:

1.A document proving that (your subject):

- a. is not under a process of bankruptcy,
- b. is not convicted of any criminal offences, in accordance with Article 45/1 of the PPL,
- c. is not convicted by virtue of final court decision regarding the professional activity, issued by the National Registration Center.

The above requirements, are supplemented by the submission of the Extract of the Trade Register on the Data of the Entity, Historical Extract of the Entity issued by the National Registration Center, and the self declaration of the subject, according to Appendix 10 "Declaration on the legal status"

2.A document certifying that (your company):

- a. has paid its fiscal dues,
- b. has paid all social insurance obligations, issued by the Taxation Authority.

The general Admissibility Criteria shall not be changed by Contracting Authorities. These criteria (items 1, 2) shall be attested through documents issued not before three months from the application opening day.

- 2. The economic operator shall be registered in proper state professional or trade registers in which they have been constituted, by certifying their legal personality. For this purpose, the candidates shall submit a copy of the Historical Extract of the Entity issued by the National Registration Center.

A foreign Candidate/Tenderer shall certify that he complies with all requirements listed above. If the above mentioned documents are not issued in their country of origin, a written statement shall be sufficient. If documents are written in Albanian, then the documents written in a foreign language shall be accompanied with a notarized translation in Albanian.

In case of a group/consortium of economic operators, each member of the group shall submit the above-mentioned documents.

**In addition, if the application is submitted by a group/consortium of economic operators, the following documents shall be submitted:**

- a. The notarized agreement according to which the group/consortium of economic operators has been officially established;
- b. Special power of attorney

### **3. SPECIAL QUALIFICATION CRITERIA**

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

- a. Tender Security, according to Appendix 3;
- b. Statement on the fulfilment of qualification criteria according to Appendix 5;
- c. Statement on the Conflict of Interests according to Appendix 6;
- d. Tender Application Form duly completed and signed, according to Appendix 1;
- e. Works Execution Evaluation Form according to Appendix 7;
- f. Statement of machine availability according to Appendix 8.

**2.** Candidate/Tenderer shall submit:

#### **2.1 Legal capacity of economic operator**

According to the general criteria of acceptance and qualification.

#### **2.2 Financial and economic capacity**

- a. Copies of audited or certified balance sheets for the last 5 (five) years (2011,2012,2013,2014,2015) submitted to the relevant authorities of Taxation confirmed by this authority as well as accompanied by the Act of expertise of the statutory auditor, shall be submitted to demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability;

- b. Copies of declaration of annual turnover for the last 5 (five) years (2011,2012,2013,2014,2015) issued by the relevant authority, average value of which shall be not less than the value of the project namely EUR 15,477,857.31 (fifteen million four hundred seventy-seven thousand eight hundred and fifty seven point thirty one), VAT excluded. (Perhaps here we should say something about the exchange);
- c. Certification for payment of local taxes provided by Local Government for 2016;
- d. In case of group/consortium of economic operators, each member of the group shall submit the certificate issued by the relevant authority in which it is registered by the NRC;
- e. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow for the contract for a period of five months, estimated as not less than Euro 3,500,000 (three million five hundred thousand), taking into account the Tenderer's commitments for other contracts.

### **2.3 Technical capacity**

Regarding the technical and professional capacity, the economic operator should meet the minimum requirements established by the Contracting Authority as follows:

Successful experience to accomplish at least:

#### **a. Construction Experience**

Successful experience in the execution of:

- 1. Similar work on a single object with the value of 40% of the estimated value of the project on building construction, namely with the value of EUR 2,600,000 (two million six hundred thousand), VAT excluded, realized the last five years, or
- 2. Similar work up to a limit where the total monetary value of completed works taken together is a value twice the estimated value of the project on building construction, namely with the value of EUR 12,000,000 (twelve million) VAT excluded, realized the last five years.

The tender shall be considered eligible if meets one of the two conditions described above.

**Evaluation of the successful experience of the economic operator will be carried out based on the following statements and documents:**

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- a) For contracts to be concluded with public entities, the economic operator should submit the following documents:
1. Statement according to Appendix No. 7, accompanied by:
  2. Contract
  3. Final Progress Payment
  4. Act of commissioning
  5. Certificate of Receipt
- b) For contracts to be concluded with private entities, the economic operator should submit the following documents:
1. Statement according to Appendix No. 7, accompanied by:
  2. Contract
  3. Final Progress Payment
  4. Act of commissioning
  5. Certificate of Receipt
  6. Tax invoice for each work progress payment

*Point 1 should be completed by the member who has the highest percentage of participation in the group (consortium). Other members of the group may submit similar contracts in proportion to the percentage of their participation in the group; whereas point 2 should be completed by all members of the union in proportion to the percentage of their participation in the group.*

**b. Road Works Experience**

Successful experience in the execution of:

1. Similar work for a road infrastructure contract with the value of only 50% of the estimated value of the project on road infrastructure namely in the value of EUR 4,500,000 (four million five hundred thousand), VAT excluded, realized the last five years, or
2. Similar work up to a limit where the total monetary value of completed works taken together is a value twice the estimated value of the project on road infrastructure, namely in the value of EUR 18,000,000 (eighteen million) VAT excluded, realized the last five years.

The tender shall be considered eligible if meets one of the two conditions described above.

**Evaluation of the successful experience of the economic operator will be carried out based on the following statements and documents:**

- a) For contracts to be concluded with public entities, the economic operator should submit the following documents:
  - 1. Statement according to Appendix No. 7, accompanied by:
  - 2. Contract
  - 3. Final Progress Payment
  - 4. Act of commissioning
  - 5. Certificate of Receipt
  
- b) For contracts to be concluded with private entities, the economic operator should submit the following documents:
  - 1. Statement according to Appendix No. 7, accompanied by:
  - 2. Contract
  - 3. Final Progress Payment
  - 4. Act of commissioning
  - 5. Certificate of Receipt
  - 6. Tax invoice for each work progress payment

*Point 3 should be completed by the member who has the highest percentage of participation in the group (consortium). Other members of the group may submit similar contracts in proportion to the percentage of their participation in the group; whereas point 4 should be completed by all members of the union in proportion to the percentage of their participation in the group.*

**c. Operational and Maintenance Experience**

The Tenderer shall meet the following minimum criteria:

- (a) Operation with satisfactory results of a station of public transport bus station (terminal) of a type and complexity comparable to the proposed project, of a nature and complexity comparable to the proposed services, completed or ongoing as prime contractor, a joint venture member, management contractor or subcontractor, within the last five years.
  - 1. Services similar to the object of concession / public private partnership with the value of 40% of the estimated value of the services provided in the project, namely EUR 300,000 (three hundred thousand), VAT excluded, realized during the last five years.



To prove this the economic operator should submit the following:

- a) When the similar service is realized with public entities, the economic operator shall certify it by submitting the contract signed with the institution, necessarily accompanied with progress payments for services rendered and a certificate issued by the state institution for the execution of full and successful of this contract, where the length of service and the value of service realized shall be specified;
- b) When the similar service is realized with private entities, the economic operator shall certify it by submitting the contract signed with the institution, respective sales tax invoices (*where dates, amounts and services carried out shall be explicitly stated*)

**d. Design Experience**

The Tenderer or a specialised subcontractor shall meet the following minimum criteria:

- (a) average annual turnover as prime contractor, joint venture member, management contractor or subcontractor (defined as billing for engineering design services in progress and completed) over the last 5 (five) years of EUR 500,000 (five hundred thousand);
- (b) successful experience as prime contractor, joint venture member, management contractor or subcontractor in the design of
  - at least one design project with a value of EUR 300,000 (three hundred thousand), excluding VAT, realized during the last five years or
  - multiple design projects with a value of EUR 600,000 (six hundred thousand), excluding VAT, realized during the last five years.

**of a nature and complexity comparable to the proposed services that have been satisfactorily and completed as a prime contractor, joint venture member, management contractor or subcontractor within the last five years.**

**e. Experience in civil or road infrastructure works**

Tenderer should have successful experience in the execution of:

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1. Similar work for a single contract in civil or road infrastructure with a value of not less than 12,000,000 (twelve million), VAT excluded, realized the last five years or ongoing work;
2. Similar work up to a limit where the total monetary value of completed works taken together is a value of 24,000,000 (twenty-four million), VAT excluded, realized the last five years or ongoing work.

The tender shall be considered eligible if meets one of the two conditions described above.

**Evaluation of the successful experience of the economic operator will be carried out based on the following statements and documents:**

- c) For contracts to be concluded with public entities, the economic operator should submit the following documents:
  1. Statement according to Appendix No. 7, accompanied by:
  2. Contract
  3. Final Progress Payment
  4. Act of commissioning
  5. Certificate of Receipt
- d) For contracts to be concluded with private entities, the economic operator should submit the following documents:
  1. Statement according to Appendix No. 7, accompanied by:
  2. Contract
  3. Final Progress Payment
  4. Act of commissioning
  5. Certificate of Receipt
  6. Tax invoice for each work progress payment

**Evaluation of the successful experience of the economic operator will be carried out based on the following statements and documents:**

1. Contract
2. Tax invoices up to 30 days prior to the procedure development

3. Progress Payments up to 30 days prior to the procedure development
4. Certification by the investor for the realized value up to 30 days prior to the procedure development

## **2.4 Professional license regarding the execution of the contract**

### **a. Company licenses valid for the following categories**

NP-1D Soil Excavation works

NP-2F Civil and industrial constructions

NP-3C Reconstruction and maintenance of civil and industrial buildings, facade coatings

NP-4D Roads, highways, overpasses, railways

NS-1C Buildings demolition works

NS-2B Hydro-sanitary plants, kitchens, laundries, their maintenance

NS-3B Lifting and transporting plants (elevators, escalators, conveyors)

NS-4C Refinish masonry works and relating, wood, plastic, steel and glass materials refinish, refinish of technical constructive nature

NS-5B Illuminated plants traffic signs

NS-6A Non-Illuminated Traffic Signs

NS-7B Traffic and safety barriers

NS-8A Prefabricated reinforced concrete, metal and wood structure constructions

NS-10B Special layer and over-structure

NS-12D Technological, heating and air conditioning installations

NS-13C Telephone and telecommunications lines systems installations

NS-14D Interior, electric, phone, TV radiotelegraphy etc installations

NS-19B Anti-noise systems for infrastructure projects

- according to the model issued by the Ministry of Public Works, Transport and Communications;

*Foreign Tenderers shall appear at the Ministry of Public Works, Transport and Telecommunications to make the equivalence of their professional license issued by the authorities of their country of origin, as a supplement to professional licenses required for the execution of the contract.*

3. Tenderer candidate should appoint through a statement (drafted by the administrator of the company) the Head Technician of construction works (technical director should have over 20 (twenty) years of work experience evidenced in the employment booklet (record book), included in the company license and declare that he/she shall be present during the construction works, accompanied by the following documentation:

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- i. Employment booklet
  - ii. Curriculum Vitae
  - iii. Valid employment contract
  - iv. Diploma
4. An average employment of at least 300 (three hundred) people, for the period January 2014 - December 2016 certified by:
- 4.1. Certificate issued by Social Insurance or Taxation Authority, specifying the number of employees for each month; for the period January 2014 - December 2016
  - 4.2. Employee payroll according to the format required by the legislation in force for the period January 2014 - December 2016 accompanied with the declaration of payments forms for social and health insurance.
5. The following shall be part of the technical staff employed by economic operators participating, certified by valid employment contract, Diploma, CV and evidenced on the payroll for the period January 2015-December 2016:
- Construction Engineer (4)
  - Surveying Engineer (2)
  - Electrical Engineer (1)
  - Electronic Engineer (3)
  - Mechanical Engineer (2)
  - Environmental Engineer (1)
  - Informatics Engineer (1)
  - Hydrotechnical Engineer (1)
- 5.1. At least 30 employees provided with technical security licences issued by the Central Technical Inspectorate should be part of the technical staff employed and shall be evidenced in payroll for the last six months, of these being at least:
- Group I - 7 (seven) employees
  - Group II - 10 (ten) employees
  - Group III - 9 (nine) employees
  - Group IV - 3 (three) employees
  - Group V - 1 (one) employee

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- (Respective technical security licences should be submitted for the abovementioned employees)
- Economic Operator should employ a minimum of 7 (seven) employees of heavy vehicles maneuver, who shall submit valid employment contract and driving licenses issued by relevant institutions and they should be evidenced in payroll of the company.

5.2. Economic Operator should employ 1 (one) physician, who shall submit the Order of the Physicians, University Degree, Employment Booklet and Employment Agreement entered into between the Physician and the Economic Operator, valid for the period of construction, and he should be evidenced in payroll of the company for at least the past two years, namely from December 2014 until December 2016. In case of group/consortium of economic operators, at least the chair member of the group shall meet the requirement of having 1 physician in his company.

6. The company should submit the **ISO 9001- 2008** Certificate (Quality Management System) (valid).
7. The company should submit the **ISO 14001-2004** Certificate (Environmental Management System) (valid).
8. The company should submit the **OHSAS 18001-2007** Certificate (Occupational Health and Safety Management System) (valid).
9. The company should submit the **PAS 99-2012** Certificate (Integrated Management System) (valid).
10. The company should submit the **ISO 39001 -2012** Certificate (Road Traffic Safety Management System) (valid).
11. The company should submit the **ISO 27001-2013** Certificate (Information Security Management System) (valid).
12. The company should submit the **ISO SA 8000-2014** Certificate (Social Accountability Management System) (valid).
13. The company should submit the **ISO 50001-2011** Certificate (Energy Management System) (valid).
14. The company should submit the **ISO EN 3843-2-2006** Certificate (Welding Process Quality Management System) (valid).
15. Company should submit Licence III. 2.A (1 + 2) Expertise and/or professional services regarding environmental impact.

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16. License III. 7. A. Expertise and/or professional services regarding designing, professional services for applications.
17. License III. 1. A. Simple Environmental Permit, Type C. Car repair service.
18. Technical Equipment license available or become available to economic operator, required for execution of the contract (Appendix 8)

<i>Vehicles</i>	<i>Qty</i>	<i>Status</i>
Tipper truck (total carrying capacity of over 75 tons; thus carrying capacity for a truck is minimum 15 ton)	5 pcs	Owned or rented
Concrete Mixer	5 pcs	Owned or rented
Manbasket Crane	1 pc	Owned or rented
Mini Excavator (Bocat)	1 pc	Owned or rented
Wheeled Excavator	3 pcs	Owned or rented
Water Tanker Truck	1 pc	Owned or rented
Electric Generator	2 pcs	Owned or rented
Bucket chain excavator	3 pcs	Owned or rented
Mini excavator	3 pcs	Owned or rented
Greider	2 pcs	Owned or rented
Concrete pump truck	2 pcs	Owned or rented
Asphalt (bitumen) transport tank truck	1 pc	Owned or rented
Asphalt paving truck	2 pcs	Owned or rented
15 ton vibratory roller	2 pcs	Owned or rented
Asphalt paver wheel roller	1 pc	Owned or rented
Pickups; 1.5-2 tonnes each pickup	4 pcs	Owned or rented
Pneumatic / hydraulic braker for breaking and compressing operations	3 pcs	Owned or rented
Asphalt milling	1 pc	Owned or rented
Street sweeper	1 pc	Owned or rented
GPS device for topographic and geodetic works	1 pc	Owned or rented
Truck	2 pcs	Owned or rented

*a) For vehicles that are recorded in public registers, a document certifying the registration of the vehicle (driving licence) must be submitted, accompanied by a certificate of technical inspection and vehicle insurance (valid), and regarding the vehicles for rent, the document certifying its registration accompanied by the certificate of technical inspection and vehicle insurance (valid) must be accompanied by the respective rent/supply contract, valid for the entire period of execution of the contract, subject to this procurement.*

*An import clearance act or a purchase tax invoice should be submitted in case of other vehicles.*

- b) For vehicles not recorded in the public records, documents proving their ownership should be submitted.*
- c) For rented vehicles, the respective notarial contract of renting must be submitted, where the contract object and deadline is specified.*
- d) The Contracting Authority reserves the right to verify and monitor at any time the assets and technical equipment declared as specified in Appendix no. 8, until the completion of the contract. (Statement by the administrator of the bidding company).*
- e) (mandatory) A visit in the constructing site will be arranged up to 10 days before the procedure Public Private Partnership Concession starts, so the Economic Operators can become familiar with local conditions. The interested Economic Operators should confirm his participation in this visit by giving a prior written notice. During the visit, additional information and explanations will be given. All costs related to the visit in the constructing site shall be covered by the Economic Operators themselves. Without prejudging to the above, taking into consideration his own costs and risks, an Economic Operator may visit at any time the constructing site, if such a thing is possible.*

*To arrange a visit to the constructing site, please send a request to the Procurement Directorate at the Municipality of Tirana.*

**All documents must be original acts or certified copies of them. Cases of non-submission of any document or submission of false or inaccurate documents are considered as conditions for disqualification.**

## Appendix 10

### Declaration on the status of law

[Appendix to be completed by the Economic Operator]

Statement of the economic operator participating in the Concession Procedure / PPP that will be carried out \_\_\_\_\_ by the contracting authority \_\_\_\_\_ with object \_\_\_\_\_.

I, the undersigned \_\_\_\_\_, in the quality of \_\_\_\_\_ economic operator \_\_\_\_\_ do hereby declare that:

- Economic operator \_\_\_\_\_ has never been convicted for any criminal offense, pursuant to Article 45/1 of the LPP,
- Economic operator \_\_\_\_\_ has never been convicted by any final judgment by the court, related to professional activity.

**Date of Statement submission** \_\_\_\_\_

**Tenderer's Representative**

**Signature**

**Seal**



## Appendix 11

[Appendix to be completed by the Contracting Authority]

### EVALUATION CRITERIA

Tenders shall be evaluated according to the following criteria, and the Successful Tenderer shall be deemed the one who has the maximum number of scores based on the evaluation criteria.

Tender Assessment Committee shall evaluate technical and financial tenders, based on the following criteria:

No.	Criteria	Max Score	Min Threshold/ Passing Score
TC1	Compliance with Minimum Technical Requirements	2	1
TC2	Technical and operational soundness	34	20
TC3	Information systems	4	2
TC4	Environmental and Social Acceptability	10	
TC4-1	-internal security of the area and the buildings	4	
TC4-2	- innovative techniques in the field of energy saving and compliance with environmental standards	4	
TC4-3	-reduction of impact on local traffic during the construction activities	2	
	<b>TOTAL TECHNICAL CRITERIA</b>	<b>50</b>	
FC1	DURATION OF CONCESSION	10	
FC2	CONCESSION FEE	10	
FC3	TERMINAL CHARGES	10	
FC4	PROFIT SHARING	10	
	<b>TOTAL FINANCIAL CRITERIA</b>	<b>40</b>	
CTC1	<b>CONSTRUCTION TIME</b>	<b>10</b>	
	<b>TOTAL</b>	<b>100</b>	

## TECHNICAL CRITERIA

The technical evaluation criteria, including the scores and minimum thresholds/ passing scores (where appropriate) are described below. The evaluation will be performed by the Evaluation Committee, eventually assisted by specific experts for key areas, and will take into consideration the elements described below.

***TC1: Compliance with Minimum Technical Requirements - 2 points (minimum threshold/passing score – 1 point).***

Every Tenderer has to respect the minimum technical constraints set forth in the ***Minimum Technical Requirements (Appendix 13 Technical Specifications)***. The main concept to be retained is that those proposals which do not comply with these basic requirements will be disqualified.

***TC2: Technical and operational soundness - 34 points (minimum threshold/ passing score - 20 points).***

The Technical and operational soundness will be evaluated on the base of the Project Design, the Business Plan, the Implementation Schedule and the Quality of services and measures to ensure their continuity.

**Project Design** – suitability of the project arrangement and its features, quality of the Preliminary Design Report, quality criteria to be applied.

The Project Design shall contain a ***Preliminary Design Report*** and a ***Report on Operational Efficiency***;

The **Preliminary Design Report** shall give an overall technical description of the construction and the installations and include details on:

- Description and specification of the materials that will be used for the finishing of the buildings and the areas of the terminal.
- Installations to increase the comfort of the travellers like escalators and elevators;
- Information systems proposed, for example for payments, computerized number plate recognition systems, systems to assign incoming vehicles to achieve better stall utilisation, systems to monitor traffic flows and stall occupancy;
- Techniques and innovative solutions for the lighting system (both ordinary and for emergency) will be evaluated on the basis of their technical robustness, the completeness of the coverage proposed within the terminal, their energy consumption, the increase of the level of safety with regard to emergency lighting, the implementation of backup solutions, solutions anti-panic in high-risk areas.

The **Report on Operational Efficiency** shall give an overall description of the operations and include details on:

- Payment mechanism and proposals on the integration of billing of tickets for various services;
- Contents of the Monthly Operational Reports that will be delivered to the MoT;

**Business plan** – Cost and Revenue Analysis and Estimate of Recurring Costs including an Investment Plan, Profit & Loss statement, Cash Flow statement and sensitivity analysis.

**Implementation Schedule** – Time allowed for field investigations, detailed project design, execution of the construction including manufacture, delivery and installation of technical facilities. The length of the construction period and the time to the start of the operation of the terminal must be in line with the period offered in the financial tender.

**Quality of services and measures to ensure their continuity** - Tenderers shall submit their Major Maintenance and Specific Maintenance programs for the buildings and technical installations as well as other measures to ensure the good order of the facilities until the expiry of the concession period. The report on quality of services shall indicate their guaranteed availability and relative performance indicators;

***TC3: Information systems - 4 points (minimum threshold/ passing score - 2 points).***

The information systems for passengers on arrival and departure of busses and for users of the parking site about availability and access to parking will be evaluated on the basis of their technical robustness, the completeness of the information proposed, the diffusion of the information panels within the terminal and the availability of the information via internet.

***TC4: Environmental and Social Acceptability - 10 points (no minimum threshold/ passing score).***

The Environmental and Social Acceptability will be evaluated taking into consideration:

- internal security of the area and the buildings through a proposal that provides systems such as access control, cameras, possibility to use mobile phones at any place within the terminal, security services (number of persons, shifts), etc. (TC4-1 maximum score 4 points)
- innovative techniques in the field of energy saving and compliance with environmental standards (TC4-2 maximum score 4 points)
- proposal to reduce, during the construction activities, the involvement of ordinary roads and impact on local traffic (TC4-3 maximum score 2 points)

$TC4_i = TC4-1_i + TC4-2_i + TC4-3_i$

***TC: Technical Score – maximum 50 points***

$$TC_i = TC1_i + TC2_i + TC3_i + TC4_i$$

**FINANCIAL CRITERIA**

***FC1: Duration of Concession Period – maximum 10 points***

The score for the Duration of the Concession Period (maximum 35 years, minimum 15 years) is calculated as follows:

$$FC1_i = 10 \times CP_{\min}/CP_i$$

where:

$FC1_i$  = Total Concession Period Points for proposal (i)

$CP_i$  = Concession Period in proposal (i) (months)

$CP_{\min}$  = Minimum Concession Period in all proposals (months)

Where the Concession Period offered by Tenderer *i* is inferior to 180 months (15 years),  $CP_i$  will be put equal to 180 and consequently also  $CP_{\min}$  is equal to 180.

Where the Concession Period offered exceeds 420 months (35 years), the tender will be excluded as non responsive.

Concession Period has the meaning stipulated in Article 2.2(a) of the Draft Concession / PPP Contract.

***FC2: Concession Fee – maximum 10 points***

Every year during the Operational Phase, the Concessionaire shall free of charge provide the Contracting Authority with at least one percent (1%) of the gross annual revenue, in a manner detailed in Clause 16.1 of the Draft Concession / PPP Contract(the "Concession Fee").

The Tenderers shall provide their offer equal, or above this percentage of 1% of the gross annual revenue.

$$FC2_i = 10 \times [(CF_i - 1\%) / (CF_{\max} - 1\%)]$$

where:

$FC2_i$  = the Concession Fee Score for Tenderer (i)

$CF_i$  = the Concession Fee proposed by Tenderer (i) (in %)

$CF_{\max}$  = the highest Concession Fee offered among all tenders (in %)

***FC3: Terminal Charges – maximum 10 points***

According to paragraph 15.1 of the Draft Concession / PPP Contract, the Private Partner shall be entitled to levy the Terminal Charges to the Terminal Users and to retain the Terminal Charges during the Concession Period in accordance with Schedule 3 (*Terminal Charges*) of the Draft Concession / PPP Contract.

The Tenderer is asked to offer a single discount to be applied to all the terminal charges given in Schedule 3 (*Terminal Charges*) of the Draft Concession / PPP Contract.

$$FC3_i = 10 \times CH_i / CH_{\max}$$

where:

$FC3_i$  = the Terminal Charges Score for Tenderer (i)

$CH_i$  = the discount on Terminal Charges proposed by Tenderer (i) (in %)

$CH_{\max}$  = the highest discount on Terminal Charges offered among all tenderers (in %)

***FC4: Profit Sharing – maximum 10 points***

The Private Partner shall provide the Contracting Authority a percentage of the gross annual revenue.

The Tenderers shall provide this percentage of profit sharing on the gross annual revenue as specified in Clause 13.3 of the Draft Concession / PPP Contract.

$$FC4_i = 10 \times [ PS_i / PS_{\max} ]$$

where:

$FC4_i$  = the Profit Sharing Score for Tenderer (i)

$PS_i$  = the Profit Sharing proposed by Tenderer (i) (in %)

$PS_{\max}$  = the highest Profit Sharing offered among all tenders (in %)

***FC: Financial Score – maximum 40 points***

$$FC_i = FC1_i + FC2_i + FC3_i + FC4_i$$

## CONSTRUCTION TIME

### *CTC<sub>i</sub>: Construction Time – maximum 10 points*

Tenderers are required to indicate the Construction Time (in days) needed from the “Effective Date” of the Draft Concession / PPP Contract (as defined in Clause 3.5 of the Draft Concession / PPP Contract, to the “Terminal Opening Date”, where the Terminal Opening Date means the date on which the Terminal is opened for the Terminal Users with all applicable operating facilities in compliance with the Concession / PPP Contract.

$$CTC_i = 10 \times CT_{\min}/CT_i$$

Where:

$CTC_i$  = Total Points for the Construction Time (i)

$CT_i$  = Construction Time in proposal (i) (days)

$CT_{\min}$  = Lowest Construction Time in all proposals (days)

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## **OVERALL EVALUATION**

$$\text{Total Score}_i = \text{TC}_i + \text{FC}_i + \text{CTC}_i$$

## **Appendix 12**

*[Appendix to be submitted by the foreign economic operator]*

### **Self-Declarations for Foreign Tenderers**

For participation in the procedure of obtaining the concession / PPP of "..."

For:

[Date]

[Tenderer's name/Lead member of Temporary Union] declare and guarantee that, at the date of this letter [Tenderer's name/Lead member of Temporary Union] and each member of the Temporary Union (where applicable)

- (a) is not a subject to bankruptcy or liquidation proceedings;
- (b) is not convicted of a criminal offense;
- (c) is not convicted by the final court, related to professional activity;
- (d) capitals/assets are not assessed by the Enforcement Office or there is an order of seizure;
- (e) has completed all fiscal obligations;
- (f) has fulfilled all the obligations of social insurance.

**Respectfully,**

Signature of Authorized Person

Name and Position of Signatories

Tenderer's name/Head of Temporary Union

Address



## **Appendix 13**

*(Appendix to be submitted by the contracting authority)*

### **PROJECT IMPLEMENTATION AND TECHNICAL SPECIFICATIONS**

#### **MINIMUM TECHNICAL REQUIREMENTS**

##### **1. Introduction**

The Design of the Terminal must develop the Project Description, with reference to **Solution 3**, and must guarantee the Terminal full functionality, through the construction and the activation of the following buildings and facilities only:

- a) Terminal access with roundabout on SH1 (Rruga Kastrioti);
- b) Terminal Circulatory Roads with kiss and ride;
- c) Bus, taxi-van and taxi parking;
- d) Travellers' buildings;
- e) Footbridges;
- f) Bus Garage and fuel service station;
- g) Public space;
- h) Environmental mitigation.

A complete list of all uses provided in previous buildings is given on the Task 4 of the Project Description, referring to buildings' dimensions and functions, which shall be confirmed by Concessionaire in Terminal design.

##### **2. General design criteria**

The Design of the Terminal must develop the Project Description, with particular reference to Task 4, and confirm project concept, project horizontal planning, functional organization, dimensioning, functional mix and surfaces, vehicle accessibility, plano-altimetric arrangement of services, pedestrian pathways and vehicle tracks.

The design of the Terminal must meet the national codes and/or regulations and European codes, also according to international standards, in particular for people with reduced

mobility (2008/164/EC: Commission Decision of 21 December 2007 concerning the technical specification of interoperability relating to persons with reduced mobility in the trans-European conventional and high-speed rail system, notified under document C(2007) 6633).

The Concessionaire must ensure the possibility to create a new access road to Terminal.

### **3. Design Criteria for Travellers' buildings, Footbridges**

The type and the dimensioning of several buildings' elements (stairs and handrails, ramps, escalators, lifts, obstacle-free route, doors and entrances, toilets, geometry of footbridges, emergency exits, visual information as signposting, pictograms and dynamic information, lighting, floor surfaces, parking facilities for PRM, transparent obstacles, etc.) shall have to meet the European codes (2008/164/EC).

The positions and sizes of the buildings shall be those represented in the Project Description - Task 4.

#### **3.1 Structural issues**

The structural design of the whole Terminal must meet the instructions of European Codes and local codes as well, both of which are aimed to be reference standards.

In addition, the structural design must meet the size and shape requirements, defined by the architectural concept.

Therefore, using a steel structure provides a larger space and higher adaptability regarding the walls and roof cladding.

Furthermore, the speed of construction, predictable maintenance costs along with lower weights and constructions depth are valuable reasons why the steel frame is the most suitable solution.

Therefore building floors and footbridge decks should be made of composite steel beams and reinforced concrete slab, while foundations should be made of concrete.

Protective treatment systems should be applied to structural steel frameworks using a combination of painting, metal spraying or galvanising, depending on the environmental conditions and easement of future maintenance.

Design measures such as seismic, thermal and fire measures should be considered with specific focus, particularly in the structural design of buildings.

Regarding the earthquake resistance, the predicted seismic action is expressed in terms of a reference probability of exceeding the  $P_{NCR}$ , in a certain reference period (related to the lifetime of the structure), a reference return period,  $T_{NCR}$ , and the importance factor  $\gamma_I$  (considering the reliability differentiation). The recommended values must be at least  $P_{NCR} = 10\%$  and  $T_{NCR} = 949$  years.

Moreover, the whole terminal should be divided into dynamically independent units by placing structural joints. Consequently, according to the EuroCode 8, only one foundation type should be generally used for the same structure, unless the structure consists of dynamically independent units.

Finally, the type and the dimensioning of construction shall be influenced by the results of geological surveys, and both seismic and geotechnical characterization of soils shall be performed by the Concessionaire in the project area.

To sum up, the structural system must include foundation in reinforced concrete and steel frame structures. Designed loads for floors and roofs must be dictated by local codes along with Euro Codes.

### **3.2 Exterior Finishes**

The design of exterior finishes must meet the national codes and/or regulations. The exterior finishes must be highly energetically efficient and provide low maintenance costs by using only materials that do not require work at less than eight year cycles. All materials shall be selected considering factors such as price, maintenance, flexibility and acoustic properties, durability and adaptation to purpose. Locally available materials should be used for specific design features as far as possible.

The Concessionaire shall use the following exterior finishes:

- Metal roofs (aluminium roofing sheet with thermal insulation);
- Metal walls (aluminium facing sheet with thermal insulation);
- Full-length windows (extruded aluminium profile for transoms, aluminium decorative frames, double glazed unit, low-emissivity glass).

Windows and doors must be made of high quality commercial facade elements (aluminium, steel). Metal panels must be kept away from the grade line to prevent corrosion and rot.

In order to minimize solar heat input, shelters on the windows shall help to reduce air conditioning (thermal divided aluminium profiles, double glazed unit, low-emissivity glass).

Window panes, glass windows and handrailings must be safety glasses and must comply with UNI EN ISO 12543-2.

The public space should be paved with outdoor concrete floor or with stone floors and stone curbs. The floor surfaces should have anti-slip characteristics, according to national and European codes and regulations.

### **3.3 Interior Finishes**

Public and employee spaces should be constructed of hard durable surfaces that reduce maintenance level, resist the vandal attacks, and still maintain an attractive appearance.

The Concessionaire uses the following interior finishes or others with the same performance and appearance:

- stone floors (entrance areas, stairs, public corridors, waiting areas);
- fine porcelain stoneware tiles floors (offices, ticket offices, technical rooms, dressing room);
- fine porcelain stoneware tiles coating (dressing room);
- stainless steel and glass shop windows;
- plastered and painted walls (office, ticket office, technical rooms, dressing room);
- stone claddings (entrance areas, stairs);
- aluminium sheets ceilings;
- fire doors (when included in the fire control plan);
- aluminium doors.

In public areas as well as in non-public areas, ceilings must meet building code requirements or regulations. When hanged ceilings are used, access to the ceiling space must be provided.

If gypsum wallboard is used, it should be backed up with steel frame to prevent puncturing. In the dressing rooms, divisions must be built with masonry work.

## **4. Design Criteria for Bus Garage**

### **4.1 Structural issues**

See paragraph 3.1.

### **4.2 Exterior Finishes**

The design of exterior finishes must meet the national codes and/or regulations. The exterior finishes must be highly energetically efficient and provide low maintenance costs by using only materials that do not require work at less than eight year cycles. All materials shall be selected considering factors such as price, maintenance, flexibility and acoustic properties, durability and adaptation to purpose. Locally available materials should be used for specific design features as far as possible.

The Concessionaire shall use the following exterior finishes:

- Metal roofs (aluminium roofing sheet with thermal insulation);
- Metal walls (aluminium facing sheet with thermal insulation);
- Full-length windows (extruded aluminium profile for transoms, aluminium decorative frames, double glazed unit, low-emissivity glass).

Windows and doors must be made of high quality commercial facade elements (aluminium, steel). Metal panels must be kept away from the grade line to prevent corrosion and rot.

In order to minimize solar heat input, shelters on the windows shall help to reduce air conditioning (thermal divided aluminium profiles, double glazed unit, low-emissivity glass).

Window panes, glass windows and handrailings must be safety glasses and must comply with UNI EN ISO 12543-2.

### **4.3 Interior Finishes**

The Concessionaire shall use the following interior finishes or others with the same performances and appearance:

- plastered and painted walls,
- industrial concrete floor.

## **5. Mechanical Equipment**

### **5.1 Heating, ventilating, and air conditioning**

Heating, ventilating, and air conditioning (HVAC) systems must be highly energetically efficient, provide low cost operation, and be easily maintained.

The design of HVAC system shall be dictated by local codes and/or regulations and international standards (NFPA) and technical standards (ASHRAE) of reference.

The interior temperature shall be adjusted according to the external temperature and the need to maintain proper working conditions for all staff working in indoor areas and comfort of all categories of passenger. The HVAC system must be equipped with regulation system zones.

Ventilation can be provided by ensuring the its conduction to the primary air treatment device. In food preparation areas, bringing enough mixed air shall be necessary in order to cover the replacement of the exhaust air. Dressing rooms shall require independent exhaust air systems.

An integrated building management system shall be provided to control the New Terminal's mechanical systems performance.

### **5.2 Plumbing Works**

The sanitary areas shall be equipped by the Concessionaire with wall-mounted WC, urinals, wash basins and appropriate accessories according to international standards, in particular to people with reduced mobility.

Supply of drinking water for hydraulic installations and consumers shall be provided by the Concessionaire through a water distribution network in the building. Hot water shall be provided by gas boilers or alternatively with non-central electrical heaters.

An internal wastewater system of the buildings shall be installed by the concessionaire to ensure that wastewater can be drained directly into the outer line of wastewater.

### **5.3 Fire protection / Sprinkler irrigation system**

The Terminal building, as a special type of building, leads to special fire protection requirements. Therefore, an adequate number of items of firefighting equipment shall be provided by the Concessionaire in the Terminal. The Terminal shall be equipped by the Concessionaire with a sprinkler protection system.

An adequate number of wall-mounted hydrants and firefighting equipment items shall be installed by the Concessionaire in the Terminal, located in visually clear and signed areas.

The Concessionaire shall provide a mechanical smoke extraction system in the Terminal. Fire protection systems meet requirements of International Standard NFPA and local technical rules.

Water fire extinguishing system is essentially made up of central pressure groups with fire pumps and related water reserve, main pipes and junction, dispensing terminals with hoses and spouts, shut-off systems and accessories for clamping pipes.

### **5.4 Elevators and escalators**

Power plants are provided for ascending and descending transport (elevators, escalators and moving walkways) to serve the Terminal, in number and size according to the number of people hosted.

Elevators meet the standards required by the European Standard UNI EN 81-1 and 2 about safety rules for construction and installation of electric and hydraulic lifts.

Escalators and moving walkways for public service meet the standards required by the European Standard EN 115 about safety of escalators and moving walkways.

## **6. Power supply**

The Concessionaire will make possible the provision of reliable electric power supply for the Terminal, the operations centre and all equipment for Terminal and office accommodation.

The Concessionaire shall ensure that the stand-by power systems have the proper size to supply the Terminal during times of primary power loss. The stand-by system shall be

designed to provide additional emergency power for lighting of public areas, fire fighting units and other essential ambient and facilities for the safe operation of the Terminal.

## **7. Electrical Supply**

The Terminal shall be supplied with a high voltage ("HV") delivery and transformation substation for low voltage ("LV") power supply (0.4 kV, 3p+Neutral wire, distribution with TN-S).

The high voltage ("MV") power supply shall comply with the description of external electrical networks.

## **8. Indoor and outdoor lighting**

Lighting levels are shown in following table (standard AREMA). These values should be adjusted with regard to national conditions, codes, and/or regulations.

A high energetically efficient source shall be used for lighting devices. If ceiling heights are less than 3.5 m, fluorescent lamps or LED lamp should be used. If ceiling heights exceed 3.5 m, colour corrected HID lamps should be used.

Waiting Areas	<b>269 lux</b>
Dressing Rooms	<b>323 lux</b>
Ticket Sales	<b>1.076 lux</b>
Central Ticket Office	<b>1.076 lux</b>
Corridors	<b>215 lux</b>
Stairways and Elevators	<b>215 lux</b>
Staff and Dressing Rooms	<b>215 lux</b>
Public and Employee Lounges	<b>215 lux</b>
Garage and tramway parking places	<b>538 lux</b>

The Concessionaire shall provide suitable lighting in the Terminal, in order to make the use of such terminal pleasant and visually comfortable for passengers.

The Concessionaire shall provide orientation devices to help the terminal users recognise destinations and the paths towards entrances and exits and specific facilities. Orientation help



shall be provided by an easily understandable and recognisable system of different light temperatures used to highlight the above mentioned specific areas.

From the accessible building entrance to the platform access point, the obstacle-free route shall be lighted with a minimum lightening level of 100 lux, measured at floor level, within the Terminal borders. The minimum required light level on the main entrance, stairs, and at the end of ramps, must be 100 lux measured at floor level. If artificial lighting is required to achieve this aim, the required lighting level must be minimally 40 lux above the ambient surrounding light levels and have a colder colour temperature.

Platform and other external passenger areas must have a minimum average lighting level of 20 lux measured at floor level, with a minimum value of 10 lux.

If artificial lighting is required to provide the reading of detailed information, these locations must be highlighted by lighting with a minimal increase of 15 lux over that provided in surrounding areas. Such increased lighting must also have a different colour temperature to that in the surrounding areas.

Emergency lighting must meet the European or National Rules.

### 8.1 Roads Lighting

Lighting design of the roads inside the Terminal must guarantee the minimum requirements defined by the Standard UNI 10439:2001 - Technological requirements of street lighting for vehicle traffic (class1 E, District urban roads).

<b>Class 1</b>	<b>Type of street and territorial area</b>	<b>Lighting category index</b>
E	District urban roads	4

<b>Lighting category index</b>	<b>Minimum value of the average maintained luminance</b>	<b>Minimum uniformity</b>		<b>Debilitating luminance index</b>
		<b>U<sub>0.1</sub></b>	<b>U<sub>12</sub></b>	
				<b>TI 3)</b>

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	$L_m$			
	cd/sq. m.	%	%	
4	1,0	40	50	10

- i.  $U_0 = L_{min}/L_{avg}$  ratio between minimum and average luminance for the full length of the roadway
- ii.  $U_1 = L_{min}/L_{avg}$  ratio between minimum and maximum luminance along the centre line of each lane
- iii. TI = debilitating luminance index

Street lighting shall be provided by the Concessionaire for:

1. the Terminal Roundabout, as specified in the Project Description,
2. the Terminal circulatory road.

For such street lighting, the typical lighters for external installation must not be of lesser power, height and frequency than the following.

*a) Terminal roundabout:*

- Pole 12 m high with four 400W High Pressure Sodium Projectors.

*b) Terminal circulatory road:*

- Street artificial lighters and pole 300 W, 10 m high and 50 m spacing

*c) Parking lots:*

- Street artificial lighters and pole 300 W, 10 m high and 50 m spacing

These installations / lighting equipment must be provided for every two-lane road, as defined, on one side of the road only.

### **9. Telephone systems /Intercom**

A telephone/intercom system shall be provided for the Terminal. The private branch power station for the entire Terminal may be located in the Terminal.

### **10. Data and special systems**

A structured cable network shall be provided for the Terminal, starting from the central communications MDB inside the office area of the terminal. The central equipment of the following systems shall be located in the main communication area and shall be distributed via the structured cable network, where applicable. All necessary active system components, such as server, router, hubs, bridges and other similar components shall be provided.

### **11. Security systems**

Closed Circuit Television (CCTV) cameras and monitors for indoor and outdoor use and a building automation system (BAS) must be provided and kept operational 24 hours per day, inside a control room, for surveillance purposes.

### **12. Signage systems**

There shall be a signage system for the travellers consisting of one information booth for each bus parking place (two text lines that indicate timetable, parking place number and destination) and two mega screens (100 inches), with characters 5 cm high and visible up to 30 meters, with 60 lines, inside the Terminal.

### **13. Bus information systems**

Public address systems should be provided to make announcements of bus arrivals and departures. Speakers should be low power types, closely spaced to reduce reverberation. The microphone locations should be at the ticket office, information office and in the boarding areas. If a large number of platforms is built, the zonal division of the PA's system to enable targeted announcements should be considered.

The display of bus arrival and departure information should be accomplished using annunciation boards or video display units (CRTs).

## **14 Public services**

### **14.1 Water Supply**

The Concessionaire is responsible for providing water supply to meet the demands in Terminal.

The Concessionaire shall provide sufficient supply of drinking water for terminal and office premises, as well as the delivery and storage of drinking water and sufficient water for fire-fighting measures, fire brigade and watering.

### **14.2 Water Supply System**

New wells shall be drilled on the Terminal site by the Concessionaire so as to provide enough water for the increasing demand of passengers, visitors and catering.

Water supply for the fire brigade shall be provided by a water reservoir which shall be as large as necessary during the Concession Period, considering the traffic levels and vehicles using the Terminal.

### **14.3 Drinking Water System**

The drinking water supply provided by the Concessionaire shall be able to cover the total demand of the Terminal.

A water supply booster pump station should include (but not be limited to) a reservoir with clean water to balance the demand cover, a control room (including a monitoring room) and all the required mechanical and electrical equipment for operation of the pressure adjustment with backup materials for system duplication. A generator, as secondary power supply system with sufficient capacity for the water supply booster pump station shall be installed.

### **14.4 Wastewater**

The Concessionaire shall provide, operate and keep maintained during the Concession Period a wastewater treatment plant at the Terminal, to treat all wastewater before it is discharged into local wastewater network, during the Concession Period.

There shall be a rainfall drainage system under the square of the terminal, which shall deliver water underground or accumulate it before being discharged into the local network of wastewater with adjustable flow.

The wastewater treatment plant shall meet the Applicable Laws and shall be of an adequate capacity for the maximum design capacity of the Terminal.

#### **14.5 Wastewater System**

The wastewater system shall be established by the Concessionaire as a complete, separated system for waste water without connections to surface water drainage.

Such wastewater system shall collect the waste water of the Terminal. All Terminal facilities shall be connected to the system. The collected waste water shall then be drained off to the Terminal wastewater treatment plant provided by the Concessionaire.

#### **14.6 Terminal Wastewater Treatment Plant**

The wastewater treatment plant provided by the Concessionaire shall treat the wastewater of the Terminal, in general, without connections to surface water drainage.

#### **14.7 Telecommunications**

The Concessionaire is responsible for the installation of appropriate telecommunication and IT-systems within the Concession Area, to meet the needs of the Terminal.

### **15 Design Criteria for Terminal roundabout, Terminal Circulatory Roads and Bus Parking**

#### **15.1 Sidewalk Structure Design Criteria**

The sidewalk should be designed using international standards and guidance, to guarantee stability throughout the State and provide a sidewalk structure that shall have adequate strength, crossing quality and stability to keep the projected traffic loads for the duration of the design.

The final sidewalk structure should be based on a full analysis of specific project conditions including substrate soils and structural materials, environmental conditions, projected traffic, cost effectiveness, and the performance of other sidewalks in the same area or similar climatic and traffic conditions.

Therefore, as a recommendation, sidewalk structure layers of roads and parking spaces should be designed by following the AASHTO "Guide for Design of Sidewalk Structures", which shall be considered as a reference guide.

In particular, regarding to the input data of the AASHTO empirical - statistical design method,  $PSI_i$  (Initial Serviceability Index) should be taken equal to 4.2 and  $PSI_t$  (Terminal Serviceability Index) equal to 2.5, with a reliability  $R=90\%$  at least.

In addition, the Concessionaire should calculate the design ESALs (equivalent standard axle loads) by considering those daily traffic volumes estimated in the paragraph 5.1 of the Project Description - Task 4 and also by considering at least 20 year duration of the sidewalk design.

However, for what concerns a flexible sidewalk, the structural layer features, such as material properties and thickness, should at least meet the following minimum standards listed below from the top to the bottom:

- Wearing layer (also known as surface-layer) made of 4cm asphalt concrete;
- Binding layer (also known as base-layer) made of 8cm asphalt concrete;
- Base (also known as road-base) made of 10cm asphalt concrete;
- Sub-base layer made of 25cm stabilized and compacted concrete materials;
- Intermediate layer made of 20cm unbound sand and gravel.

### **15.2 Dimension and geometry of the Roundabout, Circulatory Roads and Bus Parking**

The Concessionaire must design the Roundabout and the Circulatory Roads of the Terminal according to the Project Description - Task 4.

The Concessionaire must define the size of the bus parking area according to the Project Description - Task 4.

### **15.3 Parking areas**

The Concessionaire shall provide a rainfall drainage system in the parking areas, which shall disperse the water in the underground or shall accumulate it. The water, before being discharged in the local wastewater network with adjustable flow, shall be treated through an oil separator.

### **15.4 Platforms**

Dimensioning: the size of the platforms must be designed in accordance with the Project Description - Task 4.

Finishes: the platforms shall be paved in asphalt with concrete curbs.

### **15.5 Platform roofs**

For structural issues see paragraph 3.1. The structural system of the Platform roofs shall include foundation in reinforced concrete and steel frame structures.

Finishes: the roofs shall be made in metal (aluminium roofing sheet with thermal insulation).

### **15.6 Automatic Access Control**

The Concessionaire shall provide an automatic access control which has two gates, one entrance and one exit from the terminal, consisting minimally of: 2 columns, 2 barriers, 4 electromagnetic coils, one cash machine, 1 "full" panel, as well as the devices (hardware and software) for the management of the equipment.

## **16 Fire and Rescue respective audits**

### **16.1 Fire and Rescue Facilities**

The Concessionaire shall provide fire and rescue equipment/services in full accordance with the respective standards.

The Concessionaire shall design, provide and maintain the firefighting equipment for the firefighting services of the Terminal.

The Concessionaire shall design an Emergency and Evacuation Plan.

### **16.2 Security service of firefighters**

The Concessionaire shall provide a room for the security service of firefighters (control room).

### **16.3 Fire and Rescue Audits**

The Concessionaire shall ensure that the security and security officer shall perform regular audits of the firefighting services at the Terminal, while the results of such audits shall be given to the respective State Entity, on request.

The Concessionaire shall upgrade the Terminal's emergency procedures at anytime, ensuring the sufficiency of fire exits and signage following the appropriate assessment of such procedures.

## **17 Terminal Safety Management Systems**

The Concessionaire should prepare the Terminal safety management system that must include the following items:

- Safety documentation relating internal safety procedures.

- Data gathering and reporting system relating to all safety aspects
- Evaluation of Terminal data and determination of trends.
- Recommended safety actions
- Legislation for professional safety and health law according to EU directives.

The Concessionaire shall ensure that all Terminal Users comply with the specified safety requirements.

All Terminal Users shall be required by the Concessionaire to comply with the safety requirements.

The Terminal safety management system shall be under annual reviews and updates by the Concessionaire to ensure the accordance with national and international standards and practices.

### **18. Terminal Maintenance**

The Concessionaire may outsource the routine and corrective maintenance activities to a third party organisation. The Concessionaire shall ensure that the following standards are achieved with respect to both types of maintenance detailed below:

#### **4. Planned preventative maintenance**

The Concessionaire should establish the planned maintenance intervals based on the recommendations and standards specified by the individual manufacturers to ensure the required system availability and reliability. If possible, planned maintenance should be operated during non-operational or low traffic periods in order to minimize the impact on the Terminal operations.

#### **5. Corrective and emergency maintenance**

For those systems that are characterized as critical to the Terminal operation and have a response time of less than half an hour, the maintenance Contractor shall provide up to 24 hours coverage on site.

For the non-critical systems, with a response time of more than half an hour, the maintenance contractor shall provide up to 24 hours coverage but on an "on call" basis.

If possible, the average repair time should be two hours.

Keeping spare parts of equipment should be subject of review to ensure compliance with the above criteria.

#### **18.1 Terminal inspections and maintenance**



The inspection system shall ensure that all defects in the physical facilities provided are quickly reported and corrected when required, as well as any failures, service unavailability or obstructions that may affect the safety of Terminal and personnel.

### **19. Environmental Management**

Environmental Management Plan (EMP) for projects development usually includes a logical framework within which identified negative environmental impacts can be mitigated and monitored.

The Concessionaire shall prepare the environmental management plan ("EMP") dealing with all the environmental issues, in different phases of project development within the Concession Area, and ensure compliance with such EMP, as follows:

#### **1. Air Quality**

- Undertake pre-construction monitoring of existing ambient air quality;
- Compile the Air Quality and Dust Management Plan, which should include all duties and responsibilities to minimize dust generation and reduce emissions from activities such as construction, transport and mobility;
- Guarantee that the assessment of technical conditions of vehicles, regarding the effect of air pollution emissions is an integral part of the process of technical inspection of the vehicles, disciplined by respective legislation;
- Guarantee that chemicals fuels, oils, chemicals and stores of other harmful substances shall be stored on a waterproof base protected by a seawall with a capacity equal to 110% of the storage capacity of the largest tank;
- Monitor ambient air quality at a continuously operating air quality monitoring station to measure ambient air concentrations and determine whether ambient air quality standards are being exceeded;
- Co-work with the municipal traffic authorities (Tirana Traffic Control Centre (TTCC)) to design and develop traffic management and other initiatives to encourage drivers to minimize emissions;
- Design the Fuel station, in strictly compliance with the Code for design and construction of automobile gasoline and gas filling station. The operation of the Fuel station should strictly meet the Safety requirements for Operation at Gas Stations; and
- Introduce an annual air quality monitoring program.

## 2. Water Quality

- Prepare and apply a protocol for handling construction materials;
- Effectively manage delivery and storage of construction materials, away from water bodies and areas where flow or discharges impacts can be at minimum;
- Guarantee separate collection and treatment of wastewater from construction workers, canteens, etc., and
- Guarantee the collection of water from the fuelling area and connect to oil-water separator. Oil absorbents and other necessary response equipment for any spills, should be installed.

## 3. Noise Reduction

- Compile a detailed Traffic Noise Study, during development of the detailed design to identify and predict traffic noise levels at sensitive receptors and determine the optimal noise reduction measures in accordance with respective standards;
- Set up a noise Monitoring Programme to measure construction noise levels at the closest sensitive receptors as work starts on each new section along the route;
- Guarantee that the construction equipment shall meet the Albanian and European standards on sound emission of equipment operated outdoors, when applicable and relevant;
- Guarantee the avoidance of noise-generating activities at night, and to operate only when essential and in accordance with a special permit obtained for this purpose from the respective authority;
- Guarantee temporary noise barriers at the appropriate places to reduce the noise impacts. These areas should include noisy stationary construction machines and/or areas with sensitive receptors, based on the on-site noise level monitoring results, and
- Communication with the residents living within the potentially impacted areas, and continuous consultations regarding their concerns, difficulties, and suggestions for noise control before the initiation of construction works during the night. These concerns shall be responded and suggestions shall be considered when appropriate.

## 4. Vibration Reduction

- Monitor the vibration of respective activities to ensure the limits for vibration are not exceeded. If they are exceeded measures shall be taken to reduce vibration;

- Identify locations such as schools, hospitals which may contain equipment sensitive to vibration and hold discussions with the respective institutions to ensure that the construction is managed to avoid negative effects of the use of the equipment

#### 5. Waste Management

- Compile a Waste Management Plan (WMP) complying with international best practice, EU Waste Framework Directive and relevant Albanian regulation and covering all types of construction waste.

- Establishment of a waste management system generated on construction sites, construction and demolition waste, excavated soil, including the hazardous waste on the bases of best international practice;

- Guarantee that documentation for civil works contracts includes specific requirements for soil erosion prevention and definition of contractors' responsibilities.

- Guarantee that solid waste is collected and stored on site in accordance with the Waste Management Plan in containers of a suitable size and design, provided for secure storage and segregation of all wastes.

- Compile a Hazardous Materials Management Plan applicable to all sub-contractors and in compliance with Albanian regulations and EU requirements, and to be approved by Supervision Organization.

- Guarantee that selection, storage, use and disposal of hazardous materials shall be strictly controlled during construction in accordance with respective national and EU Directives requirements regarding worker health and safety and environmental protection, and good industry practice.

- Take operational measures for all aspects of waste avoidance, reduction, recycling, reuse up to the collection and disposal of waste; and

- Guarantee that full records are maintained for the type, quantity, composition, origin, disposal, destination and method of transport for all wastes

#### 6. Ecological Environment

- Approve the good practice to the construction site for the protection of soil and follow the Albanian instructions and avoid excavation and filling in the rainy season, and

- Compile a detailed document to determine the species, age, height and condition of all trees to be cut down and this information shall be used to plan replacement planting.

#### 7. Risks from Earthquake

- Carry out surveys and studies to assess the risks from earthquakes, floods and erosion;
- Carry out further studies to assess the risk from ground liquefaction (from earthquakes);  
and
- Guarantee that the Project shall be designed and constructed dealing with these risks.

#### 8. Emergency Planning and Response

- Prepare an Emergency Readiness and Response Plan for handling all foreseeable incidents, including fire, explosion, road accidents, earthquake and other hazards. The plan shall consider restrictions on materials e.g. explosives, gases etc..
- Prepare the plan in consultation with the local emergency services and include the plans for prevention, preparation and response to emergencies affecting road users (vehicles and pedestrians) and community. All necessary information shall be given to road users and the wider community; and
- Undertake a road safety audit by qualified independent 3rd party. The Operations Building must be designed to include a room for the emergency team and associated equipment.

#### 9. Environmental Operation and Supervision Manual

- Preparation of an environmental operation and supervision manual by the contractors to be approved by the Ministry of Transport.

#### 10. Complaint and Information Office

- Establish a complaint and information Office with a well trained staff, capable to handle complaints, crisis or conflicts with residents due to distress from environmental impacts.

#### 11. Relocation of public services

- Make full preparations and carry out surveys in cooperation with the respective departments;
- Traffic management schemes should be established; possible emergencies and mitigation measures should be examined.

#### 12. Information disclosure and consultation

- Develop a route-wide public information and education scheme to inform the local community as part of the SEP (Stakeholder Engagement Plan).

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- Conduct public consultations with local residents to inform them about project activities and obtain comments. Temporary access roads should be constructed before blocking the construction roads.
- Information boards, construction timetable, feedback and complaint hotlines should be installed at the construction sites.

13. Cooperation with State Entities to monitor and control the activity within the Concession Area.

14. Introduction to environmental standards to be abided by all Persons operating within the Concession Area.

15. Introduction to environmental monitoring plan, to verify the prediction of environmental impacts assessment and determine environmental performance and impacts to surrounding area.

16. Preparation of a legal register for permits and approvals related to operational aspects, environmental and architectural / design.

17. Promotion of environmental awareness among the public.

The implementation of the EMP and the results should be annually published by the Concessionaire in the environmental report.

The realisation and implementation of the environmental management plan must meet the domestic regulatory requirements, international requirements, international best practice, and Lenders Requirements.

## **Appendix 14**

*(Appendix to be submitted by the contracting authority)*

### **ESTIMATION OF WORKS**

#### **PROJECT SCOPE**

The scope of the project is described as "Solution 3" in the document "Project Description" (the solution without underground parking) with the exclusion of the followings buildings:

- a) Shopping and cultural centre;
- b) Tower with office, Hotel and Conference rooms;
- c) Multilevel car parking;
- d) Motel;
- e) Tram-Train Station;
- f) Tram Depot.

The design of the Terminal must guarantee the Terminal full functionality, through the construction and the activation of the following buildings and facilities only:

- 1. Terminal access with roundabout on SH1 (RugaKastrioti);
- 2. Terminal Circulatory Roads with kiss and ride;
- 3. Bus, taxi-van and taxi Parking;
- 4. Travellers' buildings;
- 5. Footbridges;
- 6. Bus Garage and fuel service station;
- 7. Public space;
- 8. Environmental mitigation.

A complete list of all uses in buildings included in the Task 4 is in the solution 3 of the Project Description.

## Appendix 15

*(Appendix to be submitted by the contracting authority)*

### **STANDARD LETTER FOR THE ELEMENATED TENDERER**

[Insert date and place]

[Insert name and address of the contracting authority]

[Insert Tenderer's name and address]

Dear [Mr/Ms] [insert name of contact person of the economic operator]

Thank you for participating in the above-mentioned public procurement procedure. The procedure has been conducted in accordance with Public Procurement no.125/2013 "On concessions and public private partnership" and DCM no. 575, dated 10.7.2013 "On the adoption of rules for the evaluation and granting in concession/public private partnership (PPP)".

Your request to participate has been thoroughly evaluated according to the conditions and requirements given in the contract notice and in the tender dossier. We are sorry to inform you that you have been eliminated because of the following reasons:

---

If you believe that the Contracting Authority, during the public procurement procedure, has violated Law no.125/2013 "On concessions and public private partnership" and DCM 575, dated 10.7.2013 "On approval of rules for the evaluation and granting on concession/public private partnership", you have the right to file a complaint to the Procurement Review Body, according to the Law on "Concessions and public private partnership".

Even if we were not able to use your services this time, we believe that you shall still be interested in our concession/public private initiatives.

Respectfully,

[Name]

## Appendix 16

*(Appendix to be submitted by the contracting authority)*

### AWARD NOTIFICATION FORM

[Date \_\_\_\_\_]

To: [Name and address of the awarded Bidder]

Procurement procedure:

Short description of the contract: [Quantities, scope and duration of contract]

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

We notify you that the following have participated in this procedure with these respective offered values:

1. \_\_\_\_\_ Amount (expressed in figures and words) \_\_\_\_\_

2. \_\_\_\_\_ Amount (expressed in figures and words) \_\_\_\_\_

Etc. \_\_\_\_\_ Amount (expressed in figures and words) \_\_\_\_\_

The following Bidders have been disqualified:

1. \_\_\_\_\_

2. \_\_\_\_\_

Respectively for the following reasons:

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[*the Contracting Authority*] notifies [[name and address of awarded Bidder] that the application submitted on [date] for participation in the concession [*name and general description of the contract scope*] has been accepted.



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Contract negotiation deadline will be *[date]*.

*[Bidder's name]* is required to submit to *[the Contracting Authority]* the following documents:

- A copy of the form notifying the Concession / Public Private Partnership Contract, signed.
- Providing contract in the form required in the standard bidding documents. Provision must be submitted no later than the time of signing the contract by both parties.
- Bank document certifying the committed payment of the costs of publication and specialized consultancy costs (if any). This payment shall be made before the beginning of negotiations.
- In case of withdrawal from the procedure, you should notify your withdrawal in writing.

..... Contracting Authority

Notification on Classification was made on the date of \_\_\_\_\_

Complaints: yes or no \_\_\_\_\_

(if applicable) received response in the date of \_\_\_\_\_

[Head of the Contracting Authority]

## **Appendix 17**

### **GENERAL CONDITIONS OF THE CONTRACT**

#### **Consultancy Services**

##### **Article 1: Purpose**

1.1 These General Conditions of the Contract (GCC) shall apply for the purchase of Consultancy Services.

1.2 The Law of the Republic of Albania 'On Public Procurement' provides that the provisions of the Civil Albanian Code shall apply to the contracts of public procurement. Some provisions of this Code are expressed in the GCC as well, in order to increase the level of transparency in the contractual conditions. However, quoting some provision in this part, does not deny in any way the application of the other provisions of the Civil Code for this contract.

1.3 Similarly, some provisions of the Law on Public Procurement are expressed again in the GCC, in order to increase transparency in the law which regulates public procurement.

However, the quoting of some provisions in this part, does not deny the application of other provisions of the Law on Public Procurement, regarding the parties' rights, duties and obligations.

1.4 The GCC shall apply to the extent they do not leave behind the conditions or provisions, foreseen in other parts of the contract.

The conditions of the contract also include the Special conditions of the Contract (SCC). In case of conflict between GCC and SCC. SSC shall prevail on the GCC.

##### **Article 2: Definitions**

2.1 "Contract" means the written agreement between the Contracting authority and the Contractor, which comprises the Tender Documents, including GCC and SCC, all attachments and completed forms, which are referred in each document.

2.2 "The deadline of works implementation" means the date that the work should be completed as stated in the Schedule for Work implementation, certified by the procuring entity.

2.3 "Total Estimation" means the indicative amount of work given in the project.

2.4 "Malfunction" means any part of the unfinished works in regarding the contract.

2.5 "Physical Entrance Date" is the date that the Contracting Authority allows the contractor on the project site.

2.6 "Starting Date" is included in the Contract Data. It is the date when the contractor will begin construction works. If this is not done, "starting date" will be the day that of payment in advance.

2.7 "Equipment" is the Contractor's machinery and tools brought to the project site temporarily for works implementation.

2.8 "Materials" means all supplies, including those of consumption, used by the contractor for performance of work.

2.9 "Object of Contract" means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.

2.10 "Party (-ies)" mean the signatories of the contract.

2.11 "Representative of the Contracting Authority" shall be the person appointed by the Contracting Authority, responsible for administering the contract.

2.12 "Contracting Authority" means the entity that is part of this contract and contracts the works subject to this contract. This term shall have the same meaning with that defined in the law.

2.13 "Constructing site" means the physical place of works.

2.14 "Working Site Inspection Report" means the documents included in the tender documents that reflect and interpret factual information about the condition of the surface and subsoil of working site.

2.15 "Subcontractor" means any natural or legal person or a combination of the above, that provides works, materials or equipment, on behalf of the contractor.

2.16 "Contractor" means any natural or legal person that is a party of this contract and provides works according to the contract provisions.

2.17 "Technical Standards" means the specifications approved by a recognized standardization body for the continuous or repeated implementation. Such standards are used as rules, guidelines or definitions of characteristics to ensure that materials and services processed meet the purpose.

2.18 "Building the constructing site" means temporary construction works, that are necessary for implementation of construction works.

2.19 "Works" means what the Contracting Authority requires from the contractor to dig, build, repair, renovate or install as defined in the tender documents including services related to them, also defined in the tender documents.

### **Article 3 Drafting of the Contract**

3.1 The notification of the awarded tender shall serve for the preparation of the contract between the parties, which should be signed within the time limit, expressed in the Tender Documents.

3.2 The existence of the contract shall be confirmed with the signature of the contract document, embodying all the agreements between the parties.

### **Article 4: Corrupted Practices, Conflict of Interest and Inspection of Reports**

4.1 The Contracting Authority can request the Court to declare as illegal the contract, if he discovers that the Contractor carried out corruptive acts. Corruptive acts include all acts described in Article 26 of the Law on Public Procurement.

4.2 The Contractor should not have relations (current or past ones) with any of the consultants or any other entity, which participated in the preparation of the Tender Documents for the named procurement.

4.3 The Contractor should allow the Contracting Authority to inspect the accounts and the registers, which are related to the implementation of the Contract, or to nominate people appointed by the Contracting Authority, as controllers to inspect them.

### **Article 5: Confidential Information**

5.1 The Contractor and the Contracting Authority should keep as confidential all the documents, data and other information provided by the other party, in relation with the Contract.

5.2 The Contractor can give to a Sub-contractor such documents, data or other information taken by the Contracting Authority to the extent required by the Sub-contractor to carry out its part of the work, in accordance with the Contract. In these cases, the Contractor shall include in his contract with the Sub-contractor a provision, which deals with confidentiality, as mentioned above in Paragraph 5.1.

### **Article 6: Intellectual Property**

6.1 Except when otherwise provided in the Contract, all the rights of intellectual property, provided by the Contractor during the implementation of the Contract, shall belong to the Contracting Authority, which may use them, as it deems appropriate.

6.2 Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, should submit to the Contracting Authority all the reports and other data, such as maps, diagrams, specifications, plans, accounts, statistics and supporting registers or materials gathered or prepared by the Contractor during the implementation of the Contract. The Contractor can

keep copies of these documents and data, but he should not use them for purposes, which are not related to the Contract, without a preliminary written permission of the Contracting Authority.

6.3 The Contractor should insure the Contracting Authority against the lack of responsibility for infringement of rights related to the intellectual property, which may arise from the production or distribution of Goods, in accordance with the Contract.

6.4 If there is any claim or suit against the Contracting Authority, regarding any infringement of the intellectual property, caused during the implementation of the Contract or during the use of Goods, supplied in accordance with the Contract, the Contractor should provide to the Contracting Authority all the evidence and the necessary information, which is related to the named indictment or claim

#### **Article 7: The Origin of Goods**

7.1 There is no restriction on the nationality of origin of goods, unless specified in any resolution of the General Assembly of the United Nations.

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

7.3 For verification purposes, "origin" means the place where the materials are extracted, produced or joined, when through manufacturing, processing or collection of components, results in a new product known in the trade, that is substantially different in basic characteristics or in purpose or utility from its components.

7.4 Origin of Goods is distinct from the nationality of the contractor or subcontractor that supplies materials.

#### **Article 8: Communication**

8.1 Any communication between the parties must be in a writing form.

#### **Article 9: Cooperation in the Constructing Site with Others**

9.1 The Contractor shall cooperate and share the constructing site with other firms, public authorities, public services and the Contracting Authority as required and defined in Schedule of implementation of works.

#### **Article 10: The responsibility of the Contracting Authority**

10.1 The Contracting Authority has the responsibility to compensate the contractor for damage of equipment of the contractor as far as it is related to the actions of the Contracting Authority the projects of the Contracting Authority unless these errors were so obvious that could have been easily noticed by the contractor.

**Article 11: The contractor performing the works**

11.1 The Contractor shall perform and finish works in accordance with the technical specifications presented in the tender documents.

11.2 The contractor is not responsible for mistakes in the project, data, plan or other aspects of technical specifications provided by the Contracting Authority, unless the error was so obvious that the contractor should have noticed and advertised this to the Contracting Authority.

11.3 Codes and standards to be applied shall be stated in the tender documents. If there are changes in the implementation of codes or standards during the execution of the contract, these changes will be implemented only after being approved by the Contracting Authority.

**Article 12: Execution of Works**

12.1 The Contractor shall start, immediately after signing, the implementation of the contract and finish the works within the deadline.

**Article 13: Technical and Environmental Safety**

13.1 The Contractor shall take responsibility for the safety of all activities construction site.

13.2 The Contractor will provide the construction site safety, in such a way as to minimize environmental damage. For example, he must save energy, water and other resources, reduce loss and minimize the use of substances impoverishing the ozone layer, greenhouse gas, organic hazardous substances and other compounds, which damage health and the environment.

**Article 14: Discoveries**

14.1 Anything of historical interest or of a significant value unexpectedly discovered in the construction site will be declared to act in conformity with the legislation in effect. The Contractor shall notify the Contracting Authority for any such discovery and follow the instructions of the project management for objects management procedure.

**Article 15: Availability of Construction Site**

15.1 The Contracting Authority should give the contractor the right to dispose the site on the date of entry stated in the tender documents. If the availability of any part of the site is not given within date of entry for the constructing site or that part of the site as provided in the tender documents, it will be considered that the Contracting Authority has delayed the start of implementation of the contract and the contractor has the right to seek an amendment of the contract related to the postpone of implementation. The Contracting Authority and the Contractor shall keep records of the date of entry.

### **Article 16: Amendment of the Law and Rules**

16.1 If, after the date of contract signing, any law, regulation, directive or procedure with the effect of the law in the Republic of Albania comes into force, is issued or amends and affects the conditions, including the date of delivery, or the contract price, the terms and conditions and the price of the Contract shall be regulated at the extent the Contractor has been affected in meeting his obligations, in accordance with the Contract.

### **Article 17: Force Majeure**

17.1 The Contractor should not be held responsible for the loss of the Contract Security, for liquidated damages or cancellation for non-fulfillment, if, and to the extent the delay or any other failure in carrying out his obligations in accordance with the contract, is the result of a force majeure.

17.2 For the purposes of this article, "Force Majeure" means an unforeseen happening or event outside the control of the Contractor regarding fault or negligence. These events can include, but are not limited to the actions of the Contracting Authority, in its sovereign or contractual capacities, war or revolutions, fire, flood, earthquake, epidemics, quarantine pressure and transit embargo.

17.3 If a situation of a force majeure occurs, the Contractor should immediately notify the Contracting Authority. Except when the Contracting Authority gives different directives, the Contractor should continue implementing all its obligations, in accordance with the Contract, at a reasonable extent, and should require all reasonable means for this implementation, which are not obstructed by any Force Majeure.

### **Article 18: Negotiations and Amendments**

18.1 Contracts prescribed by this Law can be changed by adding an annex to the contract, on the condition that this option is predicted in the tender documentation and contract.

18.2 Changes in the contract made by the contracting authority and the concessionaire / private partner.

18.3 Changes in the contract can be done on the initiative of both contracting parties especially in the following cases:

a) when national security and defense of the country, environment, nature and human health are threatened;

- b) when the object of the contract is lost or when there is an objective impossibility for its use, in case of force majeure;
- c) during changes in the legal framework;
- d) in other cases that lead to changes of the real or legal situation of object usage or services provision, or contract fulfillment.

18.4 Changes of the essential terms of the contract that are not predicted in the tender documents and / or the contract itself, require the application of a new procedure of providing the concession / public private partnership contract.

18.5 Without violating the provisions of Articles 32 and 33 of the Law on concessions and public private partnerships, the term "essential conditions" refers particularly to conditions which, if had been included in the initial announcement of the contract or the tender documentation, would have made it possible for tenderers to submit a substantially different offer, as well as if changes would have exceeded the scope of the contract to the extent that these changes would have included services not initially covered.

18.6 The Contracting Authority requires a preliminary approval of the Ministry of Finance for all planned changes, which affect or create the risk of impact directly or indirectly on the state budget or the budget of local authorities or which may change in any way the financial support as defined by the law.

18.7 The Contracting Authority shall notify not later than 20 days Ministry of Finance on changes made in the contract in accordance with this section.

#### **Article 19: Termination for Insolvency**

19.1 The Contracting Authority may at any time terminate the contract if the contractor becomes bankrupt or insolvent.

19.2 The Contracting Authority should give a written announcement to the contractor for the termination.

#### **Article 20: Cancellation in the public interest**

25.1 The Contracting Authority may cancel the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.

25.2 The Contracting Authority should give a written notification to the Contractor, regarding this cancellation.



25.1 The Contracting Authority should pay the Contractor for all accepted Goods and related Services, which were delivered prior to cancellation and should pay the Contractor for the damages caused by the partial delivery of Goods and Related Services. While calculating the value of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize the damages.

**Article 21: Subcontracting**

21.1 The contracting authority may:

- a) require the concessionaire to provide contracts that are minimally 30% of the total value of the concession contract to a third party, ensuring at the same time an opportunity for tenderers to increase this percentage, while this minimal percentage is specified in the concession contract;
- b) require the tenderers to indicate in their offerings the percentage of the total value of the contract that they plan to assign to third parties.

21.2 For the subcontracting of public-private partnerships, which are implemented as public works or public service contracts, respective provisions of the public procurement law are applied according to circumstances.

**Article 22: Transfer of Rights**

22.1 In accordance with the provisions of this Article, with the prior written consent of the contracting authority, the contract of concession / public private partnership can be transferred to a third person who meets the eligibility requirements set in the tender documentation, based on which the contract was initially awarded, except if these claims refer to conditions that are no longer required to fulfill the contract, due to the fact that the obligations and requirements mentioned before are already being consumed or being carried out by the previous concessionaire / private partner.

22.2 The transfer of the concession contract does not affect the quality or worsens the continuity of performance and the fulfillment of the contract.

22.3 When the concessionaire / private partner is a subject for special purposes, then the change of ownership rights or entity management for specific purposes (SPV) as a result of the transfer of capital or shares of the business, cannot be applied without the consent of the contracting authority and the Ministry of Finance, unless this is a result of regular trading of shares in a regulated capital market.

22.4 The Contracting Authority requires the preliminary approval of the Ministry of Finance for all transfers planned in the contract, which affect or create a risk of impact in any way on the state budget or the budget of local governments, or which may change financial support in any way, as determined by this law.

22.5 A contracting authority shall notify the Ministry of Finance for the transfers of the contract made in accordance with this section.

**Article 23: Contract Insurance**

23.1 Within \_\_days from the receipt of the notification for the contract award, the Contractor should give to the Contracting Authority the guarantee of a Contract Insurance at the acceptable amount and form, as specified in the Contract. Failure in providing a Contract Insurance in the required form and amount, within \_\_ days, shall result in the cancellation of the Contract and in the forfeit of the Contractor's Tender Insurance.

**Article 24: Legal framework**

29.1 The Contract shall be governed and interpreted following the Laws of the Republic of Albania.

**Article 25: Settlement of Disputes**

25.1 The Contractual Authority and the Contractor must make any possible effort to settle disagreements or conflicts between them or regarding this agreement through direct negotiations.

25.2 If the parties fail to settle the disagreement or conflict, the problems will be considered through the dissolution of agreements according to the contract and the law procedures in force in virtue of the legislation of the Republic of Albania.

**Article 26: Representation of Parties**

26.1 Each party must nominate by a written document a person or organizational position, which will be responsible, on behalf of the party, for the receipt of communications and the representation of the party during the contract's execution.

26.2 Each party must immediately inform the other party on any modification in the nomination of party's representative. If one of the parties fails to inform the other, it must assume any losses caused as result of the failure to give sufficient notice.

26.3 The parties may nominate additional organizational units or persons to represent the party in specific actions or activities. In this case, the written notice must specify the extent of representative's authority.

**Article 27: Notices**

27.1 Any notice given by one of the parties to the other party according to the contract must be written in a document in the address specified in the contract.

27.1 The notice will come into effect immediately upon handing over.

**Article 28: Calculations of Deadlines**

28.1 All day references will be given in calendar days unless otherwise stipulated.

**Appendix 18**

**SPECIAL CONDITIONS OF THE CONTRACT**

**Consultancy Services**

The following special conditions of the Contract will be a complement part of the General Conditions of the Contract. In case of discrepancies between the GCC and SCC, the SCC shall prevail.

**Article 1: Definitions**

1.1 The Contracting Authority is: \_\_\_\_\_

1.2 The Contractor is: \_\_\_\_\_.

**Article 2: Performance Security**

2.1 Performance security in the amount of \_\_\_\_\_ should be offered from the contractor to ensure the execution of his duties according to the contract.

2.2 Performance security shall be issued or returned, immediately to the Contractor according to the \_\_\_\_\_ following \_\_\_\_\_ form -

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Article 3: Representative of the Contracting Authority**

3.1 The representative of the Contracting Authority: \_\_\_\_\_

3.2 Address: \_\_\_\_\_

**Neni 4: Constructing site**

4.1 Constructing site shall be (Precise description of the location):

\_\_\_\_\_

\_\_\_\_\_

**Neni 5: Starting Date**

5.1 This contract: \_\_\_\_\_

\_\_\_\_\_

**Neni 6: Contract Type**

\_\_\_\_\_

## Appendix 19

[Letterhead paper of Bank / Insurance Company]

[Appendix to be submitted by the Economic Operator]

### CONTRACT SECURITY FORM

[Date]\_\_\_\_\_

To: [Name and address of the Contracting Authority]

On behalf of: [Name and address of the secured Bidder]

Procurement procedure: [type of procedure]

Short description of the contract: [object]

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

Given that:

- (Name of the Winning Bidder) is declared the winner in the bidding procedure for the concession / PPP of\_\_\_\_\_, located in\_\_\_\_\_, according to the letter of (name of Authority Contractor) (referred to as "the Contracting Authority"), no. Prot. . \_\_\_\_\_ ,date\_\_\_\_\_, "The announcement of the winners"; and
- Winning bidder has submitted to us the Draft Contract concluded between him and Contracting Authority "for the concession / PPP" to\_\_\_\_\_; and
- A Contract Insurance is required on the value specified as follows, as a guarantee for fulfilling the obligations of Concessionaire, defined in the Contract; and
- (Name of bank / the insurance company) agrees to issue this guarantee.

We declare that:

- We are the guarantors of the above mentioned contract until the total amount of (expressed in figures and words), amount which is payable in the manner and currency specified in the contract; and
- We undertake to pay you, once you make the first application in writing and without having to sign the argumentation of the request, any amount within the limit of (amount of guarantee); and

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- To get this guarantee, it is not necessary to first contact with the Concessionaire \ Public Private Partnership to make the payment according to your request; and
- None of the additions or changes of any of the terms of the Contract, for which you may agree with the Concessionaire, frees us from the obligations of this warranty.

This guarantee is valid until the date that includes \_\_\_\_\_ days from the date of issuance of the Certificate of Completion.

This Security is valid until the contract will be completely performed.

[Representative of the bank / insurance company]

## Appendix 20

(To be completed by the Contracting Authority)

### NOTICE PUBLICATION FORM FOR THE SIGNED CONTRACT

#### Section I Contracting Authority

##### 1.1 Name and address of contracting authority:

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Internet Address \_\_\_\_\_

##### 1.2 Type of contracting authority and main activity/ies:

Central Institution

Independent Institution

Local Government Unit

Other

#### Section 2 Object of the Contract

##### 2.1 Type of Contract

Services

##### 2.2 Short description of the contract

1. Limit fund \_\_\_\_\_

2. Source of Financing \_\_\_\_\_

3. Object of contract \_\_\_\_\_

##### 2.3 Duration of the contract or time period for completion:

Duration in \_\_\_\_ or days \_\_\_\_\_

or

Starting \_\_\_\_\_ and completion \_\_\_\_\_

##### 2.4 Division into LOTS:

Yes \_\_\_ No \_\_\_

If yes, the number of LOTS:

##### 2.5 Options:

Number of possible renewals (if any): \_\_\_\_\_

or Range: between \_\_\_\_\_ and \_\_\_\_\_

#### Section 3. Procedure

**3.1 Type of procedure:**

Open    Limited    With negotiation    Design Contest    Consultancy service

In case of negotiated procedure:

Justification to select the negotiated procedure, without prior publication of the contract notice:

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**3.2 Award criteria:**

The best offer based on:

Price    Technical Proposal

**3.3 Number of submitted requests:\_\_\_\_\_ Number of regular requests:\_\_\_\_\_**

**3.3.1 Number of submitted proposals:\_\_\_\_\_ Number of regular proposals:\_\_\_\_\_**

**Section 4 Information on the contract**

**4.1 Number of Contract: \_\_\_\_\_ Date of Contract \_\_\_\_\_**

**4.2 Name and address of the contractor**

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Internet Address \_\_\_\_\_

**4.3 Total final value of the contract (including lots and options):**

Value \_\_\_\_\_ (without VAT) Currency \_\_\_\_\_

Value \_\_\_\_\_ (with VAT) Currency \_\_\_\_\_

**4.4 Additional information**

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Distribution Date of this notification\_\_\_\_\_



## Appendix 21

### COMPLAINT FORM TO THE CONTRACTING AUTHORITY

**Complaint addressed to: The Contracting Authority**

#### **Section I. Identification of the complainant**

The complainant may be a tenderer or a potential tenderer (e.g as an individual, in partnership, in cooperation, in joint venture).

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Full name of the complainant (please type)

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Address

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City	Country	Postal Code/ Zip Code
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Telephone number (Including the zone Prefix)	Fax No. (Including the area prefix)
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E-mail

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

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Signature of the authorized officer	Date (year/month/day)
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Telephone (Including the area prefix)	Fax No. (Including the area prefix)
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#### **Section 2. Information for the Procedure**

##### **1. Identification Number**

Fill the contract number in the contract notice or in the Tender documents, including the type of procedure used for the concession/ppp in question (e.g Request for Proposals(RP), Open Procedure(OP), Restricted Procedure(RP), The Negotiated Procedure with prior(NP), ).

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##### **2. The Contracting Authority**

The name of the contracting authority, administrate the procurement process.

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**3. The Calculated Value of the Concession/PPP**

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

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**4. Subject of the Contract**

Brief description of the work /services to be purchased.

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**5. Deadline for submitting the tender**

Deadline for the submission of tenders.

---

Date (year/month/day)

**6. Designation Date for Winning Contract**

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Date (year/month/day)if applied

**Section 3. Designation of the appeal**

**1. Legal Grounds**

(Legal violation, based on the decisions, actions, documents, etc.)

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**2. Detailed Statement of Facts and Arguments**

Give a detailed statement of the facts and arguments supporting your complaint. For any reasons, specify the date on which you became aware of the facts related to the reasons of complaint. Cite the relevant sections of the tender documents, if applicable. Use additional sheets if necessary.

**3. Appendices list**

For a complaint to be delivered, it must be completed with.

You ought to attach a readable copy of all documents that are related with your complaint and a list of all these documents. Documents shall include any published notification, the tender documents with all the changes, appendices and your proposal. Determine which of the information is confidential. Explain why the information is confidential, or deliver a version of respective documents with the re-moved confidential parts, and a summary of the content.

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Send your completed form of complaint to Public Private Concession/Partnership, all necessary appendices and some extra copies to the contracting authority.

**4. Preliminary Objection addressed to the Contracting Authority.**

Objection is an appeal addressed to the Contracting Authority. Attach a written copy of any complaint, including also the response.

1. Have you ever done such objection? If yes, specify the way of objection (i.e. written by fax etc.)

Yes       No

2. The Contracting Authority where is done the objection.

The Name of Contracting Authority

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The name and title of the official to whom the objection was made.

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3. The nature of the required Corrective measure

What Corrective measure do you want?

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4. The list

For a complaint to be considered delivered it must be fully. You ought to attach a readable copy of all documents that are related to your complaint and a list of all these documents. The documents shall include **any published notification, all the documents of the competitive procedure, with all the changes and appendices, and your proposal; all the correspondence and any written information related to your objection.** Determine if the information is confidential. Explain why the information is confidential or deliver a version of the respective documents with the removed confidential parts and a summary of the content.

”For Design, Construction, Financing, Operation, Maintenance and Transfer of  
Tirana Public Transport Terminal”

Send the completed form of complaint for the competition, all the necessary appen-dices and some additional copies to: **The respective Authority pursuant to law nr. 125/2013 “On concessions and Public Private Partnership”**

**Fax number:**      **E-mail:**

**Signature and the Seal of the complainant**

**Note:** For the appeals addressed to the Public Procurement Commission you should refer to the Complaint Form issued by this institution.

**Appendix 22**

[Appendix to be submitted by the Economic Operator]

**POWER OF ATTORNEY FORM**

This \_\_\_\_ (day) of \_\_\_\_\_(month)\_\_\_\_\_ (year)

Before me

Notary Public

The undersigned Mr./Mrs. \_\_\_\_\_

in the quality of \_\_\_\_\_

Appeared in person

The citizen \_\_\_\_\_

Whose identity is proved on his/her passport or identity document no. \_\_\_\_\_ issued by

\_\_\_\_\_

Dated \_\_\_\_\_

Resident in \_\_\_\_\_

Do hereby do hereby make, constitute and appoint Mr. /Ms \_\_\_\_\_ in his / her quality  
of \_\_\_\_\_ to:

(A) Sign or stamp and submit to the competent authorities all the documents listed in attached  
Schedule 1;

(B) Submit and take over any document or instrument related to the documents listed in attached  
Schedule 1; and

(C) Carry out all the necessary or additional actions regarding the issues defined in this  
document, including signing and implementation of any act, which is necessary to fulfill the  
documents listed in Schedule 1, or that these documents bring consequences.

And he / she is authorized to appoint other persons to execute all or a part of the powers and  
competencies specified in this power of attorney.

\_\_\_\_\_

<sup>1</sup> Added by DCM No. 401, dated 13.05.2015