



**REPUBLIC OF ALBANIA  
COUNCIL OF MINISTERS  
PUBLIC PROCUREMENT AGENCY**

**CONCESSION DOCUMENTS ON THE REHABILITATION AND  
THE OPERATION OF VLORA THERMAL POWER PLANT  
AND THE CONSTRUCTION OF FIER-VLORA POWER PLANT  
GAS PIPELINE, ON THE FORMAT R.O.O.T**

# CONTRACT NOTIFICATION

## Section I. Contractual Authority

### I.1 Name and address of the contractual authority

Name Ministry of Infrastructure and Energy  
Address "Abdi Toptani" street, No.1, Tirana\*  
Tel/Fax +355 4 22222245  
Website [www.infrastruktura.gov.al](http://www.infrastruktura.gov.al)

### I.2 Name and address of the person in charge

Name Etleva Kondi  
Address Ministry of Infrastructure and Energy  
E-mail [etleva.kondi@infrastruktura.gov.al](mailto:etleva.kondi@infrastruktura.gov.al)

### I.3 Type of the contractual authority and the main activity or activities

Central Institution	Independent Institution
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Governance Units	Other
<input type="checkbox"/>	<input type="checkbox"/>

## Section II. Object of the contract

### II.1 Type of the contract

Labour	Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>

### II.2 A brief description of the concession/public-private partnership contract

1. Object of the contract: **Rehabilitation and Operation of Vlore Thermal Power Plant and the Construction of Fier-Vlore Power Plant Gas Pipeline**
2. Type of the contract: **R.O.O.T (Rehabilitate – Own – Operate – Transfer)**
3. Funding source: **Private trading company / Private capital**
4. The estimated value of the project according to the feasibility study is 58,719,958 Euro.

### II.3 Location of the object of the contract

The TPP is located on the Adriatic Sea coast, 6 km north of the city of Vlore (Albania). The location of the power plant can be seen in the following figure:



The coordinates of the TPP location are as follows:



*Terrain Position of TPP Vlore*

<b>Nr</b>	<b>Coordinates X</b>	<b>Coordinates Y</b>
1	451990.499	4484132.830
2	452104.270	4484273.060
3	452171.739	4484228.080
4	452225.979	4484300.841
5	452343.719	4484193.684
6	452236.562	4484052.132
7	452296.094	4484008.476
8	452235.239	4483937.038

### **Section III. Legal, economic, financial and technical information**

#### **III.1 Acceptance Criteria pursuant to Appendix no. 9**

#### **III.2 Bid Security**

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

### **Section IV. Procedure**

#### **IV.1 Type of procedure**

Open	Limited	With a negotiation, with a preliminary announcement
<b>X</b>	<input type="checkbox"/>	<input type="checkbox"/>

#### IV.2 Selection criteria for the winner

Once bidders passed the criteria they will be evaluated and assessed according to the following evaluation criteria with respective relevance as indicated.

	<b>Evaluation Criteria</b>	<b>Maximum Scores</b>	
1.	<b>Technical Criteria</b>	<b>40</b>	
1.1	<ul style="list-style-type: none"><li>Operational plan regarding the concept of repair, conversion and the redeem of TEC.</li></ul>		10
1.2	<ul style="list-style-type: none"><li>Project idea and operational plan regarding the construction of the gas pipeline</li></ul>		10
1.3	<ul style="list-style-type: none"><li>Concession fee (min. 2% of the annual electrical produced energy)</li></ul>		5
1.4	<ul style="list-style-type: none"><li>Assessment of social and environmental impact</li></ul>		15
2	<b>Financial Criteria</b>	<b>30</b>	
2.1	<ul style="list-style-type: none"><li>Estimated investment costs for functional resettlement of Vlora TEC</li></ul>		20
2.2	<ul style="list-style-type: none"><li>Equity</li></ul>		5
2.3	<ul style="list-style-type: none"><li>Annual Income of the last fiscal year</li></ul>		5
3	<b>Evidence of relevant experience gained by the bidder during the past seven years</b>	<b>23</b>	
3.1	<ul style="list-style-type: none"><li>Experience in the construction of power plants for the production of gas energy</li></ul>		8
3.2	<ul style="list-style-type: none"><li>Experience in the construction of power plants facilities with other energy sources</li></ul>		3
3.3	<ul style="list-style-type: none"><li>Experience in electricity trading/ distribution</li></ul>		3
3.4	<ul style="list-style-type: none"><li>Experience in the operation and/or maintenance of combined cycle gas turbine power plants</li></ul>		6
3.5	<ul style="list-style-type: none"><li>Experience in gas trading/ distribution</li></ul>		3
4	<b>Time planning</b>	<b>7</b>	
4.1	<ul style="list-style-type: none"><li>Time planning for reconstruction of TEC</li></ul>		5
4.2	<ul style="list-style-type: none"><li>Time planning for construction of the gas Pipeline</li></ul>		2
<b>Total</b>		<b>100</b>	

#### IV.3 Time limit for the submission of the bids

Within and no later than: Date: **28/02/2019 at: 12:00**

The bid is requested to be submitted through the electronic means. The economic operators shall submit the bid electronically at the official webpage of the PPA: [www.app.gov.al](http://www.app.gov.al)

#### IV.4 Time limit for the open bids

Within and no later than: Date: **28/02/2019 at: 12:00**

Venue: Ministry of Infrastructure and Energy through electronic means.

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

**IV.5 Period of the bids validity**

**150 days**

**IV.6 Language(s) for drafting the bids or the request to participate**

Albanian

**X**

English



Other

\_\_\_\_\_

## **Section V. Supplementary information**

### **V.1 Documents as per fee**

Yes  No

*If yes*

Currency \_\_\_\_\_ Price \_\_\_\_\_

This price covers the current costs to copy and distribute the SCD/PPP to the Economic Operators. The Economic Operators are entitled to control the SCD/PPP before they are purchased. The value of the fee that shall be paid by the economic operator in case of a complaint towards PPC is 10% of the value of the Bid Insurance.

### **V.2 Supplementary Information**

MoIE will organize a visit in the terrain on January 15<sup>th</sup> 2019, in order for all the economic operators to get the necessary information in relation with the TPP location. The participants in this visit will meet at 12:00 on site. The address of the TPP is: Rruga e Pishave, Vlorë 9400. The contact and person in charge will be Mrs. Etleva Kondi, with the email address: [etleva.kondi@energija.gov.al](mailto:etleva.kondi@energija.gov.al). After the on-site-visit, the companies that participated in the mandatory site visit will receive access to an electronic data room. The access will be given to every potential bidder at the same time.

Note: AK after the approval of the gas master plan, which also includes the Pipeline from the TAP Pipeline exit in Seman (Fier) towards the Vlora TEC, informs that the MIE has been declared WBIF's winner of the project design of the implementation of this pipeline. Situated under these conditions, AK reserves the right to make available to the winner the project in question.

CA also reserves the right that the pipeline after the construction is subject to treatment / ownership / maintenance, from Albgaz sh.a., according to the legal provisions in force.

### **Prospective content of the Vlora TPP data room (not exhaustive)**

#### **1. Skid Gas Turbine**

- Energetic Scheme
  - Fuel Gas System – Fault rectification
  - P&ID Fuel Gas System
  - Fuel Gas Pipe heating line
  - Gas Turbine
  - Filter for natural gas
- O&M Instructions
  - Coaxial valves
  - Gas control valve DN125 /PN40
  - Gas emergency stop valve DN125/PN40
  - Pilot gas control valve DN65/PN40
  - GT Starting – Fuel Gas Sequence (General guide on operation)
  - GT Starting – Master Sequence (General guide on operation)
  - Instruction manual of SITRANS (transmitters for pressure)
  - Technical characteristics, maintenance description of Thermometric Unit
  - Training Manual "Fuel Gas System"
- Drawings

- Skid Gas Enclosure – General Arrangement
- Gas Turbine P&ID Fuel Gas System
- Steam turbine, generator, gas turbine set – general arrangement layout
- Vimec Valve & component description

## 2. O&M Offshore

- Submarine hoses and pick-up buoys – O&M manual
- Offshore systems – O&M manual
- Water Intake water outfall fuel oil plem – Certification book
- Fuel oil pipeline – certification book
- GRP pipes – certification book
- Plem Valve – O&M manual
- Offshore systems – maintenance program
- Sarplast
  - Vendor document - Installation of Bell Spigot Joint
  - Vendor document – Storage, Handling, Packing, Shipping, Inspection and repair specification
  - Vendor document – GRP piping component drawing
- Pig Traps
  - Launching & receiving Pig Traps – Calculation report
  - Launching & receiving Pig Traps – Certification book
  - Launching & receiving Pig Traps – Technical book
  - Construction Design
    - Procedure qualification record QW -483: Welding process GTAW + FCAW
    - Procedure qualification record QW -483: Welding process SAW + FCAW
    - Procedure qualification record QW -483: Welding process GTAW + SMAW
  - WPS
    - Welder performance qualification: QW-484A
    - Welding book: EPC of a Combined Cycle Power Plant at Vlore
    - Welding procedure specification: FCAW + SAW
    - Welding procedure specification: FCAW + GTAW
    - Welding procedure specification: SMAW+ GTAW
    - Welding procedure specification: FCAW
  - Operation certification
    - NDT Report – Magnetic particle test
    - NDT Report – Radiographic test
    - NDT Operator qualification certificate
  - Procedure
    - Procedure for magnetic particles examination (en standard)
    - Radiographic examination procedure
    - General painting procedure
    - Pain application report
  - Material certificates
    - Mill test certificate
    - Chemical analysis



- Certificate of product and material quality
- Certification
  - Hydrotest certificate
  - Secondary instrument calibration certificate

### 3. O&M Long-term preservation

- Offshore Plant Facilities Long Term Conservation Mode
- CCPP Preservation procedure for CCPP long-term outage

### 4. O&M Plant O&M Manual

- Section A – General
- Section B – Plant operation manual
  - Drawings
    - High and medium voltage: single line diagram
    - P&ID main steam HP
    - P&ID main steam IP
    - P&ID main steam JP
    - P&ID Symbiology
    - P&ID Condensate system
    - P&ID Condenser interconnections
    - P&ID fuel oil supply
    - P&ID service water storage and distribution
    - P&ID demineralized water storage and distribution
    - P&ID Vacuum system
    - P&ID chemical injection distribution
    - P&ID nitrogen storage and distribution system
    - P&ID ST and GT Vents and drains
    - P&ID sampling system
    - P&ID HVAC system
    - P&ID clean drain system
    - P&ID waste drain system
    - P&ID component cooling water system
    - P&ID main cooling water
    - P&ID compressed air system
  - Functional description
    - Main steam system
    - Condensate system
    - Main cooling water system
    - Fuel oil system
    - Component cooling system
    - Service water distribution system
    - Demi water distribution system
    - Water drains system
    - Clean drains system
    - Compressed air system
    - Vacuum system
  - Combined cycle power plant heat and mass balance

- Fluid list
- Equipment list
- Line list
- Instrument list
- Piping specification
- Valve list
- Section C – Safety
  - Drawing
    - Firewater pumping central unit
    - Deluge system
    - Foam systems
    - Internal hydrants & fire extinguishers
    - Foam and cooling system
  - Instructions about emergency and evacuation
  - Evacuation plan – guidelines
- Section D – Service and maintenance manual
- Service E – Ansaldo GT
  - GT Assembly manual
  - GT commissioning manual
  - GT training manual
  - GT operation and maintenance manual
  - Propane gas system – O&M manual
  - GT&ST Control system instruction manual
  - FF O&M Manual
  - GT FF system equipment certification book
  - GT Assembly instructions & maintenance manual
  - GT Sub distribution boards – users guide and maintenance manual
  - GT Final certification dossier
  - Outside vendor parts handbooks
  - GT start up curves
- Service E – Nooter HRSG
  - Final data book
  - HRSG commissioning manual
  - Mechanical erection manual
  - HRSG O&M volumes
- Service E – Ansaldo ST
  - Commissioning manual
  - O&M volumes
  - Final certification dossier
  - FF system equipment certification
  - Assembly instructions and O&M of enclosure
  - O&M manual – hand operated ball valves DN50
  - O&M manual – hand operated valves
  - O&M manual – oil purification system pumps
- Service E – Ansaldo GEN
  - O&M manual
  - Generator excitation board – instruction manual
  - Generator excitation voltage transformer – instruction manual

- Static frequency converter board
- SFC voltage transformer
- Neutral grounding cubicle – installation & maintenance manual
- Protection system
- Final certification dossier
- Service E – OFMECO COND
  - Steam surface condenser O&M manual
  - Steam surface condenser quality assurance book
- Service E – Water & Steam
  - Condensate extraction pumps – O&M manual
  - Water steam cycle
  - Water steam system
  - P91 Valves O&M manual
- Service E – Balance of plant
- Service E – Electrical HV
  - Reference documents, incl. drawings
  - HV equipment
  - HV and MV
  - Doko – manufacturing reports
- Service E – Electrical MV-LV
  - Reference documents, incl. drawings
  - Isolated bus duct
  - Set-up transformer
  - Generator circuit breaker
  - DC & UPS system – data sheet
- Service E – Siemens DCS
- Service E – Instruments supply – O&M manuals
- Service E – Communication and security

## 5. As built

- Civil
  - Evacuation plan
  - General
  - Admin
  - Workshop
  - Weir pit
  - Sea water intake, chlorination
  - Pipe rack
  - Control
  - Trafo
  - Demi
  - Serbatoi area
  - Turbine hall
  - HRSG area
  - Babica
- Mechanical
  - Transmittals

- P&ID as built
- Process
  - DSP semi water
  - DSP service water
  - DSP waste water
  - DSP steam system
  - DSP condensate system
  - DSP clean drains
  - DSP vacuum system
  - DSP fuel oil
  - DSP cooling water system
  - DSP component cooling
  - DSP compressed air
  - CCPP performance monitoring description Piping specification
- Fire fighting
- I&C
- Aux Systems
- Electrical
- Offshore

## 6. P&ID

- Air compressor driers
- DSP compressed air
- BOP
- Chemical dosing
- Chlorination unit
- Condensate extraction pumps
- Condenser
- De-oiling
- Desalin Demin
- Emergency diesel generator
- Firefighting P&ID
- Fuel oil heater
- Fuel oil metering station
- Fuel oil treatment
- HRSG
- HRSG feedwater pumps
- HVAC Hot chilled water plant
- Potabilization sys
- Portable water supply
- propane
- Sampling system
- Sea water intake
- TG
- TV
- Vacuum pumps

**Section VI. Form of Contract: ROOT (Rehabilitate- Own- Operate- Transfer)**

The Bidder shall prepare their offer on the basis of ROOT as per the following business model;

## **INTRODUCTION**

The Ministry of Infrastructure and Energy has decided to implement the project for the rehabilitation and operations of the Vlora thermal power plant, as well as optionally including a Fier-Vlora pipeline gas branch. The selection of the Winning Bidder shall be made based upon an open competition procedure, according to the specified qualifying and evaluating criteria in this document. The duration of the concessionary/ppp contract is 20 years starting from the moment the TPP is reinstated, operating and the natural gas supply of the Vlora TPP is ensured.

### **1.1. Further information and overview**

#### **a. Geographic position**

The TPP is located on the Adriatic Sea coast, 6 km north of the city of Vlora (Albania). The location of the power plant can be seen in the following figure:



**Figure 1: Map of Vlora region**

Location of TPP Vlore is as following



*Terrain Position of TPP Vlore*

Nr	Coordinates X	Coordinates Y
1	451990.499	4484132.830
2	452104.270	4484273.060
3	452171.739	4484228.080
4	452225.979	4484300.841
5	452343.719	4484193.684
6	452236.562	4484052.132
7	452296.094	4484008.476
8	452235.239	4483937.038

### **b. Description of local conditions**

The Combined Cycle Generating Power Plant (CCPP) Vlore is a 97 MW power plant operated by KESH (Korporata Elektroenergjitike Shqiptare Sh.a.). Its power generation is presently based on one unit combined cycle power plant consisting of one gas turbine and one steam turbine actuating an electric power generator. The condenser of the steam cycle is cooled by sea water. Since January 2012 the power plant has been out of service.

After commissioning of the power plant two unforeseen occurrences happened at the cooling system that caused a shutdown of the entire plant as well as the need for repair measures to parts of the cooling system.

The first incident occurred in 2009, a few months after commissioning the factory. It was found that a defect in the intake and discharge pipes of the cooling water in the sea caused the sediment to enter the pipeline which caused the system to break.

After an unharmed operation, another second incident occurred in January 2012 and caused another breakdown of the actual discharge of the facility. During a storm, a section of more than 200 meters of the water supply pipeline was set off outside its bed. Part of the intake pipeline was lifted up out of its bedding. Thereby, it was cracked, buckled and moved into an unsafe position. Thus, the cooling system was no longer operable.

Generally, the cooling system consists of mechanical equipment on site of the power plant (such as water-pumps, seawater basin and steam condenser) as well as a system to pipe sea water into the plant (intake) and back to the sea (outfall).

The seawater intake and outfall lines are situated in the shallow sublittoral surf zone of the Vlore Bay. The pipelines run in parallel to the northern breakwater wall outside of the Vlore Triporti Harbour. Over the full length of both intake and outfall pipelines the slope falls at low and consistent angle (height in length ~ 1 in 150). The water depth of the seaward pipeline ends reaches 5.5 m at the outfall-diffuser (~650 m off shoreline) and 6.25 m at the intake-mushroom (~1000 m off the shoreline).

In addition to the cooling water supply, changes must be made to use gas as an energy source instead of oil. These changes are minimal and are determined by the offer. The Vlora Thermal Power Plant (TPP) currently uses oil to produce electric power. Instead of oil it is planned to use natural gas as fuel for the Vlora Power Plant.

*For this reason, a roughly 40 km long pipeline branch shall be built to connect the Vlora Thermal Power Plant with the Trans Adriatic Pipeline (TAP). The tie-in point to the TAP is located near the city and municipality of Fier, as stated in the attached masterplan.*

Bidders will be required to give a clear and precise idea of how the pipeline project can be undertaken .

- 1.2.** These instructions (“Instructions for Bidders”) as well as the “Invitation for a Bid” is addressed to all the legal subjects or their Consortiums, which intend to participate in this selection competition procedure.
- 1.3.** Based on article 43, point 4 of Law no. 9643, dated 20.11.2016 “On public procurement” amended, MoIE will organize a visit in the terrain on January 15<sup>th</sup> 2019, in order for all the economic operators to get the necessary information in relation with the place where the TPP is located. The participants in this visit will meet at 9:00 on site. Address of the TPP is: Rruga Pishave, Vlorë 9400. The contact and responsible person will be Mrs. Etleva Kondi with the email address [Etleva.kondi@infrastruktura.gov.al](mailto:Etleva.kondi@infrastruktura.gov.al) and Mr. Ervin Duraj, with the email address: [ervin.duraj@infrastruktura.gov.al](mailto:ervin.duraj@infrastruktura.gov.al). The participation in this visit is mandatory. Afterwards, participants will be granted access to the data room. At the end of the visit in the terrain, the participants will be given a participation certificate. All the expenses in this visit shall be covered by the bidder himself (economic operators) and are not reimbursable.
- 1.4.** Expenses: The Winning Bidder should cover the expenses which are connected with the preparation and the submission of his bid, the publication expenses in an international newspaper, which will be informed in the “Winner Notification Form”, as well as any other expenses as foreseen in those documents and in compliance with law no. 125/2013 “On the concessions and public-private partnership”, amended.
- 1.5.** The Contractual Authority is entitled to interrupt completely this selection competition procedure. The bidder does not have any rights to claim any compensation for the costs or the losses.

## **2. DOCUMENTS OF THE COMPETITION PROCEDURE**

### **2.1. Content**

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

- Appendix 1: Bid form
- Appendix 2: Invitation for bid
- Appendix 3: Bid security form
- Appendix 4: List of confidential information
- Appendix 5: Declaration of the fulfilment of requirements of the standard documents of concession/public-private partnership
- Appendix 6: Declaration on the conflict of interests
- Appendix 7: Evaluation form
- Appendix 8: On the possession of machinery
- Appendix 9: Qualification criteria
- Appendix 10: Judicial records statement
- Appendix 11: Evaluation criteria
- Appendix 12: Self-declaration for foreign bidders
- Appendix 13 (not applicable): Implementation project and technical specifications
- Appendix 14: Cost estimates of works
- Appendix 15: Standard notice on the disqualified bidder
- Appendix 16: Winner’s notification form
- Appendix 17: General conditions of the contract



Appendix 18: Special conditions

Appendix 19: Contract security form

Appendix 20: Form of publication of the signed contract notification

Appendix 21: Procurement complaint form submitted to the contracting authority

Appendix 22: Power of attorney form

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

If the bidder:

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

the contractual authority shall determine that the bid is not in compliance with the requirements of the documents of the competition procedure and shall refuse the bid.

## **2.2. Explanations on the Standard Documents of the Competition Procedure**

All the replies along with the relevant explanations shall be notified to all the interested parties. The bidders of this competitive procedure have the right to request the amendment or correction of standard documents of the competitive procedure and shall submit his request through the electronic procurement system. This claim must be filed within 10 days, from the day after the publication of the contract notice.

## **2.3. Changes in the documents of the competition procedure**

- 2.3.1.** Any time, before the deadline for the submission of the bids, the Contractual Authority shall postpone the time limit for the submission of the bids pursuant to the law when changes are made in the documents of the procedure.
- 2.3.2.** All the changes made by the Contractual Authority shall be published on the internet page of the Public Procurement Agency. The changed documents shall be considered as documents of the competition procedure for this selective competition procedure.
- 2.3.3.** In order for the bidders to have sufficient time to make the relevant changes in their bid, the Contractual Authority may, with his initiative, postpone the time limit for the submission of the bids. In this case, the Contractual Authority “On the concessions and the private public partnership” shall publish the new time limit for submitting the bids on the internet webpage of the Public Procurement Agency.

## **3. BID: PREPARATION**

### **3.1. The bid shall include the following documents**

- a) The Bid Form filled in compliance with the attached Appendix 1.
- b) The Form of the Bid Security filled in compliance with the attached model Appendix 1.
- c) The documents related with the concession in compliance with the requirements provided for in Appendix 9.

An economic operator shall submit only one bid.

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

### **3.2. Bid Security**

- 3.2.1.** As a part of his technical bid, the bidder shall submit the Bid Security according to the Form of Bid Security (submitted in Appendix 3: Form of Bid Security), in the value of 2% of the foreseen reinstatement costs submitted by the Bidder.
- 3.2.2.** Bid Security shall be submitted mandatorily in the form of a deposit or guarantee issued by a bank licensed by the state to carry out this activity. The bidder shall guarantee that the Bid Security is valid for a 30-day period after the completion of the validity of the bid which is 150 days. So, the bid shall be insured for 180 days from the date of the expiration of the time limit for its submission. For motivated reasons, the Contractual Authority may require from the Bidder to extend the validity period of the Bid Security in case certain circumstances impact on the extension of the evaluation time limit of the

relevant bid or in the submission of the of the Contract Security or on any other case which impacts on the extension of a mandatory time limit. If the Bid Security validity period is not extended, the Bidder is disqualified.

- 3.2.3.** The Bid Security shall be submitted along with the bid before the expiration of the time limit for the submission of the bids. Every bid which is not accompanied with the Bid Security shall be refused by the Commission of Bids Evaluation. Bid Security shall be submitted on behalf of: i) the company, in case the Bidder is a sole company; or ii) on behalf of the leading company if the Bidder is a temporary Merger of the companies.
- 3.2.4.** Upon the request of the non-Winning Bidder, the Contractual Authority shall bring him back the Bid Security, as soon as possible but not later than 30 days after the bid validity period expires or after its extension time limit.
- 3.2.5.** The Bid Security of the Winning Bidder shall be given back to him after the submission of the Contract Security to the Contractual Authority.
- 3.2.6.** The bid Security may be kept by the Contractual Authority in the cases when the Bidder:
  - i) gets his bid during the competition procedure before the bid validity time limit expires;
  - ii) does not present the Contract Security (if he is the winner);
  - iii) does not sign the concessionaire contract (if he is the winner) within the time limits specified in the Winner's Notification Form (Appendix 15: Winner's Notification Form);
  - iv) has declared false data in his bid;
  - v) if he is the winner, refuses the payment of the expenses according to point 1.4 above.

### **3.3. Power of Attorney**

Every bidder (or member of the Temporary Consortium, when the Bidder is such) shall submit a notary power of attorney in the form determined in Appendix 22 which indicates that the person (persons) who have signed the Bid are entitled to sign it.

### **3.4. Bid Validity Period**

The bids shall be valid for 150 days starting from the moment of the expiration of the "time limit for the submission of bids". A bid with a shorter validity than the stipulated time limit shall be refused by the Bids Evaluation Commission as acceptable.

### **3.5. The Format and signing the bid**

- 3.5.1.** Every bidder shall prepare and submit the bid on the webpage of the Agency of the Public Procurement (APP). Detailed information regarding the uploading of the bid is found in the manual, which is published in the address <https://www.app.gov.al>.
- 3.5.2.** The bidder, who is announced the winner of the competition, shall submit to the Contractual Authority the original bid. The original bid shall be typed/printed or written in ink, which does not vanish. The person or persons who are entitled to sign (authorized through the power of attorney submitted as a part of the Technical Bid, in compliance with point 3.3) shall sign the Bid
  - i) Signing the original version of the bid;
  - ii) Signing each page of the original version of the documents, which accompany the economic bid.
- 3.5.3.** The bid shall not have changes, deletion or addenda apart from the case when the corrections are signed by the person or the persons entitled to sign the bid. The original bid shall be identical with the bid uploaded on the internet webpage of the PPA.

#### **4. SUBMISSION OF THE ORIGINAL BID**

##### **4.1. Format and signing the bid**

- 4.1.1.** Pursuant to DCM No. 130, dated 12.03.2014 “On Electronic Completion of the Competing Procedures of the Concession/Public Private Partnership” and the DCM No. 575, dated 10.07.2013 “On the adoption of the evaluation rules and the provision of concessions/public private partnership” changed, the bid will be submitted in the electronic format in compliance with the instructions of the instructions of the Public Procurement Agency. You can find comprehensive information on this procedure at the official webpage: [www.app.gov.al](http://www.app.gov.al).
- 4.1.2.** The Contractual Authority does not bear any responsibilities towards every Bidder, claim or complaint on confusions regarding the submission of the Bid, except for the case when a bid is not received in the appropriate way due to the lack of the appropriate infrastructure by the Contractual Authority.
- 4.1.3.** In every case, the Bidder shall submit electronically all the information mandatory and necessary for the presentation of their bid.
- 4.1.4.** The successful bidder shall submit the original bid at the Contractual Authority. The original bid shall be put in a closed and sealed envelope/box. The name and the address of the bidder and the note: Bid on the project “REHABILITATION AND OPERATION OF VLORA THERMAL POWER PLANT AND THE CONSTRUCTION OF FIER-VLORA POWER PLANT GAS PIPELINE ”.

The original bid shall be submitted in the following address:

<b>Addressed to:</b>	<b>Ministry of Infrastructure and Energy</b>
<b>Cc:</b>	<b>Commission of Bids Evaluation</b>
<b>Address:</b>	<b>Street "Abdi Toptani" No.1, Tirana</b>

##### **4.2. Time limit for the submission of the Bids**

- 4.2.1.** The bids shall be submitted at the webpage of PPA within 28<sup>th</sup> February 2019, at 12:00. The successful winner shall be notified in writing by the Contractual Authority.

#### **5. BIDS COMMENCEMENT AND EVALUATION**

##### **5.1. Bids Commencement**

- 5.1.1.** The Commission of the Bids Evaluation shall make the verification of the bidders and the opening of the bids submitted in the webpage of PPA after the time limit for the submission of the bids expires.

##### **5.2. Bids Evaluation**

- 5.2.1.** After the bid is opened, the Commission of Bids Evaluation shall review it to determine if the bid is acceptable, if the required documentation has been submitted, if the documentation was duly signed and if the bid is correct.
- 5.2.2.** The evaluation of the Contractual Authority shall be based on the data and on the content of the bid itself and if necessary, The Commission of Bids Evaluation may claim clarifications from the Bidders, which do not constitute a change in the essence of the Bid. The clarifications shall be only in writing or/and reflected in the relevant minutes. Also, in special cases, the Contractual Authority is entitled to involve even different

experts who may assist in treating those cases which pose difficulties for the Commission of Bids Evaluation.

**5.2.3. The bid will be considered invalid, if:**

- i) the bidder has not submitted the Bid Security;
- ii) the bid contains false data;
- iii) it has not completed one or all the requests of the invitation for the competing procedure.

**5.2.4.** The commission of the Bids Offers evaluates a valid bid even if it contains small deviations, which do not change materially or do not deviate from the characteristics, the other conditions and requirements determined in the documents of the selective procedure, or mistakes which may be corrected without changing its content.

**5.2.5.** If more than one financial bid has the same value or the same points, then the bidder shall be determined through a lot in the presence of the bidders.

**5.2.6.** The Commission of Bids Evaluation drafts the final classification, which shall be notified publicly and shall be communicated to the Bidders. After the notification of the final classification, every bidder may claim an administrative review of the selection process, when he considers that an action undertaken by the Contractual Authority and the Commission of Bids Evaluation is in contradiction with Law No. 125/203 “On concessions and public private partnership” amended, and the DCM no. 575, dated 10.07.2013 “On the adoption of the evaluation rules and the rules on issuing concessions/pubic private partnership”, amended, using the form of the Competing Procedure Appeal, stipulated in the appendix 21.

**5.2.7.** Upon the completion of the appeal procedure, the Commission of the Bids Evaluation prepares the final report of bid evaluation and proposes to the Chairman of the Contractual Authority, the results achieved by each bidder.

**5.3. Invalidity and the Failure of the Competing Procedure**

The Competing Procedure is considered unsuccessful when:

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

**5.4. Illegal Actions**

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

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

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

## **5.5. Designation of the Winning Bidder and Contract Signature**

- 5.5.1.** After the expiry of complaint term set out in the clause 5.2.6, the Contracting Authority will inform the Bidder, whose bid is selected as the best one, through the delivery of the Winner's Notice, as provided for in the Winner's Notice Form. A more detailed copy of this notice is published in the Bulletin of Public Notices. While signing, the Contracting Authority shall ask from the Winning Bidder the submission of the Contract Security. The Contract Security Form shall be signed and submitted according to clause 5.5.3. Contract Security in the value of 10% of the proposed Investment may be submitted in the form of an unconditional bank guarantee.
- 5.5.2.** The Contracting Authority and the Winning Bidder shall negotiate in good faith the conditions and final deadlines of the Concession Contract / Public-Private Partnership Contract, taking into consideration that the Winning Bidder shall be required to sign a Concessionary Contract under the Special and General Conditions of the Contract signed by him in every page and submitted as part of the Technical Bid, as amended (if applicable) during the negotiation process of the Concession Contract/Public-Private Partnership.
- 5.5.3.** If within a 30 day deadline from the date of the Winner Notice and the deadline set out in the Council of Ministers' Decision, it becomes clear that if the Winning Bidder (for unjustified reasons) will not submit the Contract Security and/or will not Sign the Special and General Conditions of the Contract, the Contracting Authority shall withhold to the Winning Bidder, the Bid Security and invite other Bidders, by rank of order in the final classification, until receiving the Contract Security and General and Special Conditions signed in each page by Bidders, by rank of order or to reject all remaining Bids.
- 5.5.4.** The Contracting Authority shall publish in the Public Announcement Bulletin the name of the Concessionaire and the main terms of the Concession Contract within 30 days of the signing of the contract.

Note: In case of any discrepancy between the documents on this competitive procedure from Albanian to English, then the Albanian language will prevail.

## Appendix 1: BID FORM

**To:** Ministry of Infrastructure and Energy  
Street "Abdi Toptani" No.1, Tirana

**Subject:** Bid of the company/temporary consortium of companies (*specify the Bidder's name*) for the competitive procedure "Rehabilitation and Operation of Vlora Thermal Power Plant and the Construction of Fier-Vlora Power Plant Gas Pipeline "

**Date:** \_\_\_\_ . \_\_\_\_ . \_\_\_\_

The bid submission form is defined as follows:

	<b>Evaluation Criteria</b>	<b>Unit measuring</b>	<b>Offer or Material Reference</b>
1.	<b>Technical Criteria</b>		
1.1	<ul style="list-style-type: none"> <li>Operational plan regarding the concept of repair, conversion, and functional return to service of Tec.</li> </ul>	-	
1.2	<ul style="list-style-type: none"> <li>Project idea and operational plan regarding the construction of gas pipeline</li> </ul>	-	
1.3	<ul style="list-style-type: none"> <li>Concession fee (min. 2% of the produced annual electrical energy)</li> </ul>	%	
1.4	<ul style="list-style-type: none"> <li>Assessment of social and environmental impacts</li> </ul>	-	
2	<b>Financial Criteria</b>		
2.1	<ul style="list-style-type: none"> <li>Estimated investment costs for resettlement in the function of Vlora TEC</li> </ul>	<b>Euro</b>	
2.2	<ul style="list-style-type: none"> <li>Equity</li> </ul>	<b>Euro</b>	
2.3	<ul style="list-style-type: none"> <li>Annual Income of the last fiscal year</li> </ul>	<b>Euro</b>	
3	<b>Evidence of relevant experience gained by consultants during the past seven years</b>		
3.1	<ul style="list-style-type: none"> <li>Experience in the construction of power plants for the production of gas energy</li> </ul>	Mw	
3.2	<ul style="list-style-type: none"> <li>Experience in the construction of power plants facilities with other energy sources</li> </ul>	Mw	
3.3	<ul style="list-style-type: none"> <li>Experience in electricity trading/ distribution</li> </ul>	<b>Mwh/year</b>	
3.4	<ul style="list-style-type: none"> <li>Experience in the operation and/or maintenance of combined cycle gas turbine power plants</li> </ul>	Mw	
3.5	<ul style="list-style-type: none"> <li>Experience in gas trading/ distribution</li> </ul>	m <sup>3</sup>	
4	<b>Time planning</b>		
4.1	<ul style="list-style-type: none"> <li>Time planning for reconstruction of TEC</li> </ul>	<b>Month</b>	
4.2	<ul style="list-style-type: none"> <li>Time planning for construction of the gas Pipeline</li> </ul>	<b>Month</b>	

Total Investment Value (without VAT)  
for rehabilitation of TPP: \_\_\_\_\_ EUR

in words: \_\_\_\_\_

Total Investment Value (without VAT)  
for Fier-Vlora pipeline branch: \_\_\_\_\_ EUR

in words: \_\_\_\_\_

**Note:** *The Bidder shall not provide more than one data for each criterion, based on the Project and business plan he has presented. The prices shall be quoted in EUR currency.*

Beware of the bid formulation. There should be no alternative forms of its submission

❖ **Please find attached a detailed proposal (reference to the chapters are added in the form above).**

\_\_\_\_\_  
Bidder's name and seal



**Appendix 2: INVITATION FOR BID**

(Write the name of the Contracting Authority)

Invites to deliver bids for the implementation of the following works:

.....  
.....  
.....  
.....

(give an accurate description of the contract scope and quantities, as defined in the Standard Documentation of Concessions and public-private partnership (Standard Documents of Concession/PPP).

Place of the employment contract execution

(give a brief description)

Contract execution term\_\_\_\_\_

The bid shall be delivered

.....

...[Give the accurate address]

Before

.....

[Specify the date and time of final deadline]

**If the bid is required to be submitted electronically, the economic operators shall deliver the bid electronically in the official PPA website, [www.app.gov.al](http://www.app.gov.al).**

*[Document bearing the Bank's letterhead]*  
*[To be presented by the economic operator]*

### **Appendix 3: BID SECURITY FORM**

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

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

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

Procedure of concession/public and private partnership *[type of procedure]*

Brief description of the contract: *[scope]*

Publication *(if applicable)*: Bulletin of Public Notices *[Date]* *[Number]*/ *Reference number in the PPA website*

Referring to the above-mentioned procedure,

We hereby certify that *[name of the insured bidder]* has paid a deposit at *[name and address of the bank/insurance company]* in a value of *[currency and price expressed in words and figures]* as a requirement for bid security, delivered by the above-mentioned economic operator.

We undertake to transfer to the account of *[name of the contracting authority]* the insured value, within a period of 15 (fifteen) days from your simple and first written request, without asking explanations, provided that such request mentions the non-fulfilment of one of the following requirements:

- The Bidder withdraws his bid during the competitive procedure before the expiry of bid validity;
- The Bidder does not present the Contract Security (in case of winner's announcement);
- The Bidder does not sign the concessionary contract (in case of winner's announcement) within the time limits specified in the Winner's Notice Form;
- The Bidder has declared false data in his bid;
- In case of winner's announcement, the Bidder shall refuse the payment of expenses under paragraph 1.4 of the Standard Documents of the Competitive Procedure

This Security shall be valid *[contract notice or invitation for bid/tender]* days from the date of expiry of the term of bid delivery in PPA website.

[Bank/insurance company representative]

#### Appendix 4: LIST OF CONFIDENTIAL INFORMATION

*[To be completed by the Economic Operator]*

(Specify below the information you wish to be kept confidential)

Type, nature of information to be kept confidential	Page number and points/items of Standard Documents of Concession/PPP, which you wish to be kept confidential	Reasons why this information should be kept confidential	Time limit where such information should be kept confidential

*[To be completed by the Economic Operator]*

**Appendix 5: DECLARATION OF THE FULFILMENT OF REQUIREMENTS OF THE STANDARD DOCUMENTS OF CONCESSION/PUBLIC-PRIVATE PARTNERSHIP**

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

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

**We meet all technical specifications set out in the documents of Concession/Public and Private Partnership and accept them without any reservations and remarks. We declare under our legal responsibility that we agree with all given technical specifications and complete them as defined in the documents of Concession/Public and Private Partnership. We meet all legal, financial-economic requirements and technical specifications set out in the standard documents of the competitive procedure and certify thereof by certificates and documents submitted together with the present declaration.**

**Our bid shall be valid for the period specified in the standard contract documents for the competitive procedure.**

**We will not participate as bidders in more than one bid for this competitive procedure. We authorize the contracting authority to verify the information/documents attached hereto.**

**If our bid is accepted, we will make the contract security, as provided for in the standard contract documents.**

**If we announce the winners of the competitive procedure, we will agree to sign the Contract under the terms of the contract.**

**Date of declaration submission \_\_\_\_\_**

**Bidder's Representative**

**Signature**

**Seal**

[To be completed by the Economic Operator]

### Appendix 6: DECLARATION on the conflict of interests

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

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

Pursuant to article 21/1 of the Law no. 9367 dated 7.4.2005, the categories of officials designated in Chapter III, Section II are strictly prohibited to directly or indirectly benefit from the conclusion of contracts with a party, and such public institutions are as follows:

- President of the Republic, Prime Minister, Deputy Prime Minister, ministers or deputy ministers, Members of Parliament, Constitutional Court Judges, Supreme Court Judges, Chairman of the High State Audit, Attorney General, People's Advocate (Ombudsman), Member of the Central Elections Commission, Member of the High Council of Justice or the Inspector General of the High Inspectorate of the Declaration and Audit of Assets, Members of Regulatory Entities (Supervisory Council of the Bank of Albania, including the Governor and the Deputy Governor; of the competition, telecommunication, energy, water supply, insurance, securities, media), Secretaries General of the central institutions, as well as every other official at every public institution, who holds at least an equivalent position with the Directors General.

If the official is acting in the capacity of mayor or deputy mayor of a municipality, commune or district council, member of the relevant council or is an official of a high management level of a local government unit, the prohibition due to private interests of the official, stipulated in this point, applies only to the conclusion of contracts, as appropriate, with the municipality, commune or district council where the official exercises these functions. This prohibition also applies where the contracting party is a public institution dependent on this unit (Article 21, paragraph 2 of Law no. 9367, dated 7.4.2005).

The prohibitions set out in Article 21, points 1, 2 and 24 of Law no. 9367, dated 7.4.2005, with the relevant exceptions, shall apply to the same extent to persons related to the official who, in the meaning of this law, are "**... spouse, cohabitant / adult children and parents of the official and of the spouse and cohabitant**".

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

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

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

Date of statement delivery \_\_\_\_\_

**Name, Surname, Signature**

\_\_\_\_\_

**Seal**

[To be presented by the Economic Operator]

### Appendix 7: EVALUATION FORM

(This application form will be accompanied by the Testing Act and financial situations)

Contracting Authority/Investor	
Address/Tel.	
Name of the Senior Official/Administrator	
<b>I HEREBY CERTIFY THAT:</b>	
Contracting Authority/Investor has signed the contract with	
Operator's name Taxpayer's Identity Number/  Consortium of Operators Taxpayer's Identity Numbers /  Subcontracted Taxpayer's Identity Numbers	
Address/es	
Contract scope:	
Date of contract commencement	Date of contract termination
Value according to the contract	Value realized
% of the consortium of Economic Operators and description of the works carried out by each member  Subcontracted.	
Evaluation	(expressed in words)
	Performed  Non-performed
<b>Signature</b>	
<b>Seal of the Contracting Authority</b>	

[To be completed by the Economic Operator]

**Appendix 8: ON THE POSSESSION OF MACHINERY**

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

**I hereby declare that I possess means, technical equipment and other physical assets to realize the contract as follows:** \_\_\_\_\_

Under ownership				
Type of vehicle	Plate number	Circulation Permit number	Chassis number	Other
1				
2				
3				
4				
5				

and

On rent					
Type of vehicle	Vehicle plate number	Vehicle's circulation permit number	Vehicle's chassis number	Rent Contract number (notary office)	Rent Contract term (Date of commencement and termination)
1					
2					
3					
4					
5					
6					

- add/delete other lines, if necessary.

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

**CONTACT PERSON (for this bid)**

**Name:**

**Address:**

**Telephone number:**

**Fax:**

**E-mail:**

**Signature**

**Seal**

## Appendix 9: QUALIFICATION CRITERIA

### GENERAL ADMISSION/QUALIFICATION CRITERIA

The Candidate / Bidder shall submit:

1. A document proving that (your entity):
  - a) is not under bankruptcy process,
  - b) has not been convicted of a criminal offense, in accordance with Article 45/1 of the PPL,
  - c) has not been convicted, by virtue a final court decision related to the professional activity, issued by the National Business Center

The above requirements are supplemented by the submission of the Commercial Data Extract for the Entity Data, the Extract on the Entity History, issued by the National Business Center, and the entity's self-declaration, according to the Appendix under Extra Number "Judicial Records Statement".

2. A document proving that (your entity):

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

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

3. The economic operator must be registered with the relevant professional or trade registers of the State in which they are established, by certifying their legal personality. For this purpose, the candidates shall submit a copy of the Extract on the History Case of the Entity, issued by the National Center of Registration.

The foreign Candidate/ Bidder shall prove that he meets all the requirements listed above. If the aforementioned documents are not issued in their country of origin, then a written statement will be sufficient. If the language used in the procedure is Albanian, then the foreign language documents shall be accompanied by a notarized translation into Albanian.

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

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

- a. Notarized Agreement, according to which the consortium of economic operators is officially established;
- b. Special Power of Attorney.

### SPECIAL QUALIFICATION CRITERIA

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

- a. *Bid Security, in accordance with the Appendix 3;*
- b. *A declaration on the fulfilment of the requirements of standard documents of concession/public-private partnership, in accordance with Appendix 5;*
- c. *A Declaration on the Conflict of Interest, in accordance with Appendix 6;*
- d. *A Bid Description completed and duly signed, in accordance with Appendix 1;*
- e. *An Evaluation Form in accordance with Appendix 7 (as appropriate);*



*f. A declaration on the availability of means, in accordance with Appendix 8*

2. In order to prove that the economic operators are qualified, the bidder shall present as follows:

**2.1. Legal capacity of economic operators**

1. Registration as a legal entity. Extract of the trade register by the National Registration Center;
2. Taxpayer's Identity Number;
3. A document proving that the equities/assets of your entity are not in the hands of the judicial bailiff or there is no seizure order against them, issued by the Bailiff Office in the city where you have your central headquarters;
4. A document proving that your entity has met the fiscal obligations, issued by the Tax Administration;
5. A document proving that your entity has paid all social insurance obligations, issued by the Tax Administration;
6. A certificate confirming the settlement of all matured electricity fees of the energy contracts of the economic operator registered in Albania. Failure to pay the electricity bills is a cause for the disqualification of the economic operator, unless it results that unpaid electricity fees, as confirmed in the certificate issued by the supplier, are in the process of appeal to the court. The electricity supplier is obliged to issue this certificate no later than five (5) days from the date of filing the request by the economic operator.

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

The bidding companies shall be registered in the relevant professional or trade registers of the State in which they are established, certifying their legal personality. For this purpose, the bidders shall submit an **extract on the entity's historical case, issued by the National Business Center**.

The foreign bidder (a company registered outside the territory of Albania) must prove that it meets all the requirements listed above. If the above-mentioned documents are not issued in the country of origin of the Bidder, then they will be accepted in the form of a written statement, under the responsibility of the Bidder (according to the form set out in Appendix 11). Regarding the declaration of non-issuance of these certificates by the institutions of the State of origin, the bidders shall submit a certificate from the Chamber of Commerce of the country of origin – proving the fact that any or all the certificates required in this Appendix are not issued by any responsible public institution. As appropriate, the Contracting Authority will investigate whether these certificates are issued or not by the relevant institutions in the country of origin and, if it is officially established that in the country of origin there is an institution which may issue such a certificate submitted by the foreign bidder in the form of self-declaration, then the Commission shall deem the self-declaration document null and void.

In case plants operating under bidder's affiliate company name, bidder has to submit evidential documents indicating company's structure.

In case experience gained (either power plant construction or power plant operation or electricity trading or distribution) or plants operating under any other company belonging to Applicant's Group of the Bidder. Bidder shall submit evidential documents indicating company's structure of the Applicant's Group. Applicant's Group", herein, is considered every corporation, company or entity now or hereafter which i) directly or indirectly Controls the Applicant; or (ii) is directly

or indirectly Controlled or owned by the Applicant; or (iii) is directly or indirectly owned 50 percent or more by the Applicant or (iv) is directly or indirectly Controlled by the same entity, which directly or indirectly Controls the Applicant. In addition, the definition of "Control" of a corporation, company or entity shall mean to have, directly or indirectly, refers to the majority of shares, stock or units of and the power to direct or cause the direction of the management and policies of a corporation, company or other entity.

In any case, even if their relationship is proven by the above documentation, the companies must express themselves with the decisions of the governing or decision-making bodies on a date not earlier than the date of publication of the contract notice or notice in the international newspaper, where it is clearly defined the scope of the tender as well as the solidarity responsibility in front of CA, according to the definition of the statutes of the group companies (common or extraordinary assembly of the partners) must be attached to the corporate, company, or other legal entity.

*This documentation must be presented notarized from the country of origin as well as translated and notarized in Albanian language.*

In cases of the temporary consortium of companies, the requirements of Appendix 11 shall be obligatory for each of the members of this consortium.

### **Legalization of the documentation**

The documents obtained outside the territory of Albania by foreign legal entities must be legalized in order to have a legal value. The documentation submitted by companies registered in the member states of The Hague Convention (October 5, 1961) shall bear the Apostille stamp in accordance with law no. 9060, dated 8.5.2003 "On the accession of the Republic of Albania to the Convention for the Abolition of the Request for Legalization of Foreign Official Documents".

### **Temporary consortium of companies**

Economic Operators can bid separately or establish groups of economic operators and bid as a single candidate.

The bid may be submitted by a group of economic operators, one of whom represents others during the procedure and, in case of selection, also during the contract performance.

Prior to the bid submission, the temporary consortium shall be formally established by a notarized agreement specifying the group representative, the percentage of each member's participation and the specific components to be performed by each of the members of this temporary consortium. The goodwill to enter into an agreement of the temporary consortium of the companies must be clearly manifested by decision of the decision-making body of all participating companies in the temporary consortium contract. In order to prove which is the decision-making body in this temporary consortium of companies, the present statute of each of the participating companies in this temporary consortium shall be presented.

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

Notwithstanding the percentages of participation of the companies set out in the Temporary Consortium Contract, all the companies participating in the temporary consortium shall be jointly and individually responsible to the Contracting Authority in respect of the terms and conditions set forth in the Concession Contract. For this reason, such a statement (with the above content) must be clearly formulated by all participating companies in the temporary consortium, whether in the Temporary Consortium Contract, or in the power of attorney for the designation of their representative.

In any case, even if their relationship is proven by the above documentation, the members of the consortium must express themselves with the decisions of the governing or decision-making bodies on a date not earlier than the date of publication of the contract notice or notice in the international newspaper, where it is clearly defined the scope of the tender as well as the solidarity responsibility in front of CA, according to the definition of the statutes of the group companies (common or extraordinary assembly of the partners) must be attached to the corporate, company, or other legal entity.

*This documentation must be presented notarized from the country of origin as well as translated and notarized in Albanian language.*

If the consortium of economic operators is declared winner, the contract must be signed by each of the members of the consortium.

Every economic operator shall comply with the legal requirements provided for in the legislation in force and those set out in the bid/tender documents. Economic, financial, professional and technical requirements must be met by the whole group, taken altogether.

The economic operator, member of a consortium, cannot simultaneously submit individual bids. The consortium of economic operators does not change after the bid submission otherwise his bid will be rejected.

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

The Albanian companies will be subject to the rules provided by law no. 9901, dated 14.4.2008 "On Traders and Commercial Companies" as amended. In the case of foreign companies, the legal standards for commercial companies in the country of origin will be respected.

## **2.2. Economic and financial capacity:**

The Bidder shall have the financial resources required for the execution of the scope of competition and shall bear any risks that may arise, as provided for or implied in the General and Specific Contract Conditions.

In order to be qualified, the economic operator shall **simultaneously** meet the following **criteria**:

1. The cumulative annual turnovers of the last year shall be at least double the total investment (without VAT) proposed by the bidder.
2. Own capital (total asset minus total liability) of the last fiscal year (2017) shall be at least equal to **50%** of the total investment value (without VAT) proposed by the bidder.
3. The net profit of the last fiscal year (2017) shall be at least equal as **50%** of the total investment value (without VAT) proposed by the bidder.

and **shall necessarily** present 1 or more bank documents on behalf of the company, which, taken altogether, prove that the company possesses not less than **10%** of the general investment value (without VAT) personally proposed by the bidder. The date of their issuance (bank documents) shall be not earlier than 10 days from the fixed term of the bid delivery. The failure to submit this/these document/s shall constitute a ground of disqualification.

The documents proving adequate financial resources include:

- a. Certified copies of the balance sheets of the last two years (2016 and 2017) presented to the tax administration and,
- b. Financial audit reports (2016-2017), (including the auditor's opinion), certified by an external licensed auditing entity and,
- c. Annual turnover certificates of the last two years (2016 and 2017) issued by the tax administration, where the company has its official seat.
- d. Bank documents on behalf of the company.

The Bidder shall inform the Contracting Authority of this competitive procedure about all the contracts that the Bidder has concluded with it. In the event that the Bidder is a Temporary Consortium, this applies to any member of such Consortium.

For the purpose of calculating the value of investment for the fulfilment of economic and financial capacity, the investment value will be calculated on the basis of the estimates presented (technical design and business plan).

The official exchange rate on the date of publication of the invitation for bid in PPA website will be applicable. The official exchange rate is published in the Bank of Albania website.

### **2.3. Technical capacity:**

The bidders shall meet the technical requirements for qualification and deliver as follows:

**As regards the technical and professional capacity**, the bidder shall comply with the following requirements:

1. Bidders must submit a certificate of completion of the works or their equivalent which certifies that the Bidder has built within the last 5 years and put into operation plant/plants with installed power which in total is not less than 500 MW. In order to avoid any misunderstanding, the Bidder must submit documentation of constructed facilities for at least one contract with installed power of not less than 100 MW.
2. Bidders must submit documentation confirming that it operates and/or maintains one or more combined cycle gas turbine power plants with a capacity of not less than 100 MW.
3. Machineries, technical equipment available or which may be made available to the Bidder in accordance with Appendix 8.

## **ECONOMIC AND FINANCIAL ANALYSIS**

The economic and financial analysis is part of the feasibility study and the main objective is to determine the "money value" of the project. It can be drafted by any native or foreign natural person or legal entity, or by the bidder himself.

The economic and financial analysis presented by the bidder for the competitive procedure should be structured in the following way:

### **a. Direct investment works (Cost Estimate).**

In addition to the analytical cost estimate designed by the relevant engineer, the direct investment costs for Vlora TPP should include

- Rehabilitation
- Operations
- Maintenance

### **b. Method of investment financing (financing sources).**

- \_\_\_% of the value of investment to be financed by capital of the company/ies;
- \_\_\_% of the value of investment will be funded by external capital;

### **c. Requirements and Schedule of loan settlement (optional).**

- Settlement period;
- Interest rate;
- Time of the commencement of the loan repayment;

### **d. Indirect project costs.**

These costs will include, without limitation, the cost of personnel dealing with the administration, insurance expenses etc. Further, the annual amortization of the thermal power plant will be calculated.

### **e. Income generated from the electricity sales.**

- Annual average production;
- Cost of electricity;
- Conversion costs (1m<sup>3</sup> gas in KW/h);

### **f. The statement of "income and expenses" must be drafted based on the above indicators, highlighting the profit of term, as well as the Cash Flow statement.**

- The cash flow statement shall include the whole concession award period.

### **g. The project's economic feasibility will be reflected by the following financial performance indicators.**

- Actual Net Value (ANV);
- Internal Return Rate of the project (IRR);
- Self-settlement period (SSP);

In calculating these indicators, the discount rate references in the basic case for “money” actualization shall be clearly presented.

#### **h. Sensitivity analysis.**

The sensitivity analysis introduces information in a way that allows understanding exactly what is being assumed as a basic requirement and how final results would be affected by changes in similar assumptions. This is achieved by conducting various sensitivity tests and by comparing the results with those based on different assumptions about the baseline condition and more specifically performing the sensitivity analysis for performance indicators where:

- The annual average production of electricity varies by  $\pm 30\%$  (without physical limits);
- The initial investment varies by  $\pm 20\%$ ;
- The actualization rate varies by  $\pm 2$  points %;
- The electricity price varies by  $\pm 10\%$ ;

Note: In cases where, following the economic and financial analysis designed for the basic case and/or where, upon the sensitivity analysis, it results that such investment is not feasible, the bid will be considered null and void.

**All documents must be original or notarized copies thereof. Cases of non-delivery of a document or study, according to the requirements set out in these Standard Documents of the Competitive Procedure, or false and incorrect documents are considered as grounds for disqualification.**

[ To be completed by the Economic Operator]

**Appendix 10: JUDICIAL RECORDS STATEMENT**

**Of the economic operator participating in the procedure of concession to take place on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ regarding \_\_\_\_\_**

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

**The economic operator \_\_\_\_\_ is not convicted of criminal offences/infringements pursuant to article 45/1 of the Public Procurements Law,**

**The economic operator \_\_\_\_\_ is not convicted by virtue of a final court decision related to the professional activity,**

**Date of declaration submission \_\_\_\_\_**

**Bidder's Representative  
Signature**

**Seal**

## Appendix 11: EVALUATION CRITERIA

The bids will be evaluated based on the following criteria and the winner, who has attained the largest number of points based on the evaluation criteria, will be considered a winner.

The Bid Evaluation Commission will evaluate the Technical and Financial Bids on the basis of the following criteria:

### Evaluation methodology

Number	Criteria	Max. points	Calculation formula in points for the bidders' values
1.	<b>Technical Criteria</b>	<b>40</b>	
1.1	<ul style="list-style-type: none"> <li>Operational plan regarding the concept of repair, conversion, and functional return to service of TPP.</li> </ul>		10
1.2	<ul style="list-style-type: none"> <li>Project idea and operational plan regarding the construction of gas pipeline</li> </ul>		10
1.3	<ul style="list-style-type: none"> <li>Concession fee (min. 2% of the produced annual electrical energy)</li> </ul>		5
1.4	<ul style="list-style-type: none"> <li>Assessment of social and environmental impacts</li> </ul>		15
2	<b>Financial Criteria</b>	<b>30</b>	
2.1	<ul style="list-style-type: none"> <li>Estimated investment costs for resettlement in the function of Vlora TEC</li> </ul>		20
2.2	<ul style="list-style-type: none"> <li>Equity</li> </ul>		5
2.3	<ul style="list-style-type: none"> <li>Annual Income of the last fiscal year</li> </ul>		5
3	<b>Evidence of relevant experience gained by consultants during the past five years (Experience of the candidate)</b>	<b>23</b>	
3.1	<ul style="list-style-type: none"> <li>Experience in the construction of power plants for the production of gas energy</li> </ul>		8
3.2	<ul style="list-style-type: none"> <li>Experience in the construction of power plants facilities with other energy sources</li> </ul>		3
3.3	<ul style="list-style-type: none"> <li>Experience in electricity trading/distribution</li> </ul>		3
3.4	<ul style="list-style-type: none"> <li>Experience in the operation and/or maintenance of combined cycle gas turbine power plants</li> </ul>		6
3.5	<ul style="list-style-type: none"> <li>Experience in gas trading/distribution</li> </ul>		3
4	<b>Time planning</b>	<b>7</b>	
4.1	<ul style="list-style-type: none"> <li>Time planning for reconstruction of TEC</li> </ul>		5
4.2	<ul style="list-style-type: none"> <li>Time planning for construction of the gas Pipeline</li> </ul>		2



	TOTAL	100	
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**Where:**

$i$	- Bidder indication
$P_i$	- Bidder's calculated points (i);
$Fee_i$	- Concessionary fee (i) (amount of electricity corresponding to the expressed percentage);
$Fee_{max}$	- Maximum concessionary fee provided (amount of electricity corresponding to the expressed percentage);
$C_i$	- Bidder's investment
$C_{min}$	- Minimum investment offered
$E_i$	- The last year's equity of the company identified in the balance sheet
$E_{max}$	- The largest last year's equity of the company identified in the balance sheet
$Png_i$	- Experience in the construction of plants for the production of gas energy in MW of the company
$Png_{max}$	- The maximum experience offered in the construction of plants for the production of gas energy in MW
$Pne_i$	- Experience in the construction of power generation plants with other MW resources of the company
$Pne_{max}$	- The maximum experience offered in the construction of plants for the production of energy with other sources in MW
$Pte_i$	- Experience in the trading/ distribution of electricity in MW of the company
$Pte_{max}$	- Maximum experience of trading/ distribution in electricity in MW
$Ptg_i$	- Experience in gas trading/ distribution in m <sup>3</sup> of the company
$Ptg_{max}$	- The maximum experience offered in gas trading/ distribution in m <sup>3</sup>
$R_i$	- Bidder's overall duration until the TPP of Vlora is operational
$R_{min}$	- The minimum total duration of construction work until the Vlora TPP is operational
$G_i$	- Bidder's overall duration until the gas pipeline is operational
$G_{min}$	- Minimum total duration of construction work until the gas pipeline is operational
$X_i$	- Annual turnover of the last year of the bidders exercise
$X_{max}$	- Annual maximum turnover of the last year of training
$Pot_i$	- Experience on the bidder's in the operation and/or maintenance of combined cycle gas turbine power plants
$Pot_{max}$	- The greatest experience offered in in the operation and/or maintenance of combined cycle gas turbine power plants

The criteria set out in the Bid constitute non-negotiable terms of the Concession Contract and cannot be changed.

Evaluation Criteria Explanation:

- *Operational plan regarding the concept of repair and functional return of TPP*

The Bidder must submit a detailed technical plan accompanied by detailed graphics, including but not limited to, all operational actions to be undertaken by the entity in function of the realization of the Concession Facility for repairing defective parts during the tests and conservation, transforming its operation from working with liquid fuels, working with gas and putting TPP into work. The bidder who presents the operational plan with respect to the concept for the complete repair, conversion, and return of its functionality of the TPP in accordance with international industrial standards will be assessed with the maximum points of the criteria.

- **Operational plan regarding the construction of pipeline**

The Bidder must submit a detailed technical design accompanying the relevant drawings and graphical details, including, but not limited to, all operational actions to be undertaken by the entity in function of the TPP connection with the TAP's main pipeline for the supply of TPP with gas, in accordance with EU standard.

The bidder who presents the operational plan of the TPP connection with the TAP's main pipeline for the supply of TPP with gas, according to EU standards and based on the best international industrial practices, will be assessed with the maximum points of the criteria.

- **Concession fee (min 2% of the annual generated electricity)**

The concession fee implies the obligation of the concessionaire to provide electricity without compensation (expressed in %), in favor of the Contracting Authority. The minimum quantity offered is 2% of the produced electricity during a year, but not less than the annual energy that will be produced stated in the offer. The bidder who offers a quantity less than 2% of the produced electricity will be disqualified.

The bidder offering the highest percent of the annual energy output will be assessed with the maximum points of the criteria.

- **Assessing social and environmental impacts**

It will be assessed with the maximum points the presentation of a mitigation measure monitoring plan regarding the impact that the energy works will have on the environment (flora, fauna, soil, water, air) as well as in the ambient microclimate. - 10 points

Additional investments provided for assisting the infrastructure of the area. - 5 points

*Note: The information and issues to be addressed in the Environmental Impact Assessment report are described in the Law no. 10 440, dated 7.7.2011 "On the assessment of environmental impact" and other legal requirements based on the legal regulatory framework of the environment.*

*However, in the EIA report, other issues identified during its fulfilment may also be addressed.*

- **Estimated investment costs for rehabilitation in operation of the Vlora TPP**

The bidder, which presents the highest value of the estimated costs for rehabilitation in operation of the Vlora TPP (including pipeline construction), will be assessed with the maximum points of the criteria.

- **Equity**

The bidder who submits the financial statements of the last financial year, the company's equity (the total value of assets minus all liabilities) at the highest value shall be assessed with the maximum points of the criteria.

- ***Annual turnover of the last financial year***

The bidder who submits the highest value of the annual turnover in the financial statements of the last financial year, shall be assessed with the maximum points of the criteria.

- **Experience in the construction of gas power plants for the production of energy**

Bidders must submit a certificate of completion of the works or their equivalent which certifies that the Bidder has built within the last 7 years and put into operation gas power plants, expressed installed power in MW.

The bidder that offers the highest built-up power for the production of energy from gas within the last 7 years will be assessed with the maximum points of the criteria.

- **Experience in the construction of other resources power plants for the production of energy**

Bidders must submit a certificate of completion of the works or their equivalent which certifies that the Bidder has built within the last 7 years and put into operation power plants from other resources, expressed installed power in MW.

The bidder that offers the highest built-up power for the production of energy from other resources within the last 7 years will be assessed with the maximum points of the criteria

- **Experience in the operation of Experience in the operation and/or maintenance of combined cycle gas turbine power plants**

The bidder must submit the relevant documentation that verifies the operation and/or maintenance of combined cycle gas turbine power plants. The bidder who currently operates and maintains plants with the highest installed power will be assessed with the maximum points of the criteria.

- **Experience in trading/ distribution of energy**

The bidder must submit the documented experience in the trading/ distribution of energy within the last 7 years, in which the power is expressed in MW.

The bidder who presents the highest value in the trading/ distribution of energy within the last 7 years will be assessed with the maximum points of the criteria.

- **Time for TPP reconstruction (expressed in months)**

The time for TEC reconstruction means the period from the receipt of all the permits and licenses required for the commencement of works until their completion and start the operation of the TPP.

The bidder offering the shortest time (in months) for the TPP reconstruction will be assessed with the maximum points of the criteria.

- **Time for gas pipeline construction (expressed in months)**

The time for gas pipeline construction means the period from receipt of all the permits and licenses necessary from the beginning of the works until their completion and start the operation of the gas pipeline. The bidder offering the shorter time (in months) for the construction of the gas pipeline will be assessed with the maximum points of the criteria.

## Appendix 12: SELF-DECLARATION FOR FOREIGN BIDDERS

- For participation in the procedure for the award by concession/PPP of “Rehabilitation and Operation of Vlorë Thermal Power Plant and the Construction of Fier-Vlorë Power Plant Gas Pipeline”

[Date]

For: Ministry of Infrastructure and Energy

[Bidder's Name /Steering Member of the Temporary Consortium] declare and guarantee that on the date thereof [Bidder's Name /Steering Member of the Temporary Consortium] and every member of the *Temporary Consortium* (as appropriate)

- (a) is not subject to the bankruptcy or liquidation procedures;
- (b) is not convicted for a criminal offence;
- (c) is not convicted by virtue of a final Court Decision related to the professional activity;
- (d) equities/assets are not estimated by the Bailiff Office or there is a seizure order thereupon;
- (e) has met all fiscal obligations;
- (f) has met all social insurance obligations.

Yours sincerely

Signature of the Authorized Person  
Name and Position of the Signer  
Bidder's Name/Head of the Temporary Consortium  
Address

*(To be completed by the contracting authority)*

**Appendix 13 (not applicable): IMPLEMENTATION PROJECT AND TECHNICAL SPECIFICATIONS**

Drawings, Facility Blueprints etc.:

Technical Specifications of Materials:

Schedule of Works:

Description of the requirements for the implementation of related services:

*(To be completed by the contracting authority)*

**Appendix 14: COST ESTIMATES OF WORKS**

[To be completed by the Contracting Authority]

## **Appendix 15: STANDARD NOTICE ON THE DISQUALIFIED BIDDER**

[Place and date]

[Name and address of the contracting authority]

[Bidder's address]

Dear Mr./Mrs. <contact name>

I would like to thank you for participating in the aforementioned concession/public-private partnership procedure. The procedure conducted in accordance with the Law on Public Procurements, no.125 / 2013 "On Concessions and Public-Private Partnership" as amended and DCM no. 575, dated 10.7.2013 "On the Approval of Rules for Evaluation and Award by Concession/Public-Private Partnership", as amended.

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

**[your entity]**

- participated in the preparation of contract notice or bid file or part thereof, used by the contracting authority
- received unlawful assistance for the preparation of contract notice or bid file or part thereof.

**[your entity]**

- is tried by a court of competent jurisdiction for having committed a criminal or civil violation involving corrupt practices, money laundering, criminal organization, laws or rules applicable in Albania or in accordance with the international agreements and conventions;
- a court of competent jurisdiction has established that it has committed an offence of fraud or an act equivalent to fraud;
- is under criminal prosecution for one of the criminal offences described in article 45 of the Law no. 9643, dated 20.11.2006 "On public procurement", as amended;
- has gone bankrupt, the activity is taken under the contract management, in accordance with article 45 of the Law no. 9643, dated 20.11.2006 "On public procurement", as amended.

- is under the procedure of bankruptcy procedure, according to an order for the compulsory liquidation or administration by the court or according to an agreement with creditors or under similar procedures, in accordance with the public procurement rules;
- is convicted by virtue of the final decision for offences related to the professional activity;
- has not paid social insurance contributions in accordance with the Albanian Law and provisions in force in the country of origin;
- has not met the obligations regarding the payment of taxes in conformity with the Albanian Law or the provisions in force in the country of origin;

**You failed to submit:**

- Certificates or attestations demonstrating that you are not under the conditions established by the public procurement rules;
- A certificate, document or other sufficient evidence required by the contracting authority, for the purpose of verifying your professional eligibility;
- Sufficient evidence, as described in the public procurement rules, demonstrating that the candidate or bidder in question meets the requirements for minimum financial, technical and professional capacities specified in the bid file or contract notification;
- The Contracting Authority has decided that you have delivered documents containing false information, for the purpose of qualification;
- Your bid [is not compliant with the requirements] [is not regular];
- You failed to comply with the bid security requirements;
- (any other reasons in addition to the above)

**JUSTIFICATION**

[You were disqualified] [your bid was rejected] due to the following reason(s):

*[State detailed reasons for the disqualification or rejection of the bid in question]*

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If you believe that the Contracting Authority has violated the Law no. 125/2013 “On concessions and public- private partnership” and DCM 575, dated 10.7.2013 “On the approval of rules for evaluation and award by concession/public-private partnership” during the concession/PPP procedure, then you will be entitled to start a review procedure envisaged in the Law “On concessions and public -private partnership”.

Although we have not been able to make use of your services on this occasion, I believe that you will continue to take an active interest in our initiatives of concession/PPPs.

Yours sincerely  
< **Name** >



[To be completed by the Contracting Authority]

**Appendix 16: WINNER'S NOTIFICATION FORM**

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

For: [Name and address of the awarded bidder]

Concession/public-private partnership procedure

Short description of the contract: [Amount or purpose and duration of the contract]

Previous publications (if any): Bulletin of Public Notices [Date] [Number]

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

1. \_\_\_\_\_ Value (in numbers and words) \_\_\_\_\_

2. \_\_\_\_\_ Value (in numbers and words) \_\_\_\_\_

Etc. \_\_\_\_\_ Value (in numbers and words) \_\_\_\_\_

The following bidders were disqualified:

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

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

accordingly for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \* \*

(Contracting Authority) hereby informs [name and address of the awarded Bidder] that the bid submitted on [date] for the award by concession of [name and general description of the contract scope] is accepted.

The term of negotiation of your Contract will be \_\_\_\_\_

The Bidder [name] is required to submit to the (Contracting Authority) the following documents:

A copy of notification about the Form of General and Special Conditions of the Concessionary/Public- Private Partnership Contract, signed.

Contract Security as per the form required in the Standard Documents of the Competitive Procedure. The security shall be submitted no later than the time of Contract signature by both parties.

- A bank document certifying the payment made for the expenses of publication and specialized consultancy (*if any*). This payment will be executed before the start of negotiations.
- If you withdraw from the contract conclusion, you should inform in writing.

..... *Contracting Authority*

Classification notification is made on \_\_\_\_\_

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

(if any) has received a reply on \_\_\_\_\_

[Head of the Contracting Authority]

## **Appendix 17: GENERAL CONDITIONS OF THE CONTRACT**

### **Article 1: Purpose**

- 1.1 The General Conditions of the Contract (GCC) shall apply to the execution of Works procured in accordance with the legislation on concession/public-private partnership.
- 1.2 The Law on concessions/public-private partnership in the Republic of Albania provides for that provisions of the Albanian Civil Code will be applied to the concession/public-private partnership contracts. Some provisions of the Civil Code are restated in GCC, with a view of increasing the transparency of contract conditions. However, quoting of some provisions herein shall in no way deny the implementation of other provisions of the Civil Code to this contract.
- 1.3 Similarly, some provisions of the Law on concessions and public-private partnership are restated in GCC, with a view of increasing the transparency of law governing public procurement. However, quoting of some provisions herein shall in no way deny the implementation of other provisions of the Law on concessions and public-private partnership on rights, duties and obligations of the parties.
- 1.4 GCC shall apply to the extent they do not underestimate the conditions or provisions envisaged in other parts of the contract.
- 1.5 The contract conditions shall also include the Special Contract Conditions (SCC). In case of a conflict between GCC and SCC, SCC will prevail over GCC.

### **Article 2: Definitions**

- 2.1 “Contract” means the written agreement entered between the Contracting Authority and the Contractor, comprised of the bid documents, including GCC and SCC, all appendixes and forms completed and all other documents included in the reference of each document.
- 2.2 “Term for the implementation of works” means the date when the Works are due to be completed, as stated in the Schedule for Implementation of Works, proven by the procuring entity.
- 2.3 “Total cost estimate” means the working volumes specified in the project, which are leading-oriented,
- 2.4 “Defect” means any part of Works not completed in accordance with the contract.
- 2.5 “Date of Access” means the date when the Contracting Authority allows the contractor to access the site.
- 2.6 “Date of commencement” is included in the Contract Data. It is the date when the contractor will start construction works. If this is not made possible, “the date of commencement” will be the day of advance payment.

- 2.7 “Equipment” means the machinery and tools of the contractor temporarily brought to the site to realize the Constructions.
- 2.8 “Materials” means all supplies, including consumables, used by the contractor for the implementation of works.
- 2.9 “Contract scope” means all Works the contractor will provide under the contract conditions.
- 2.10 “Party(ies)” means the contract signatories.
- 2.11 “Contracting Authority Representative” means the person designated by the Contracting Authority, who is responsible for the contract administration for the Contracting Authority.
- 2.12 “Contracting Authority” means the Contracting Authority that is part of this contract and which contracts works, subject to the present contract. Wherever used, this term has the same meaning as the one defined in the law.
- 2.13 “Site” means the physical location of Works.
- 2.14 “Site inspection report” means the documents included in the bid documents reflecting the factual information and interpreted about the surface conditions and the site underground.
- 2.15 “Subcontractor” means any natural person or legal entity or a combination thereof, supplying Works, materials or equipment for or on behalf of the contractor.
- 2.16 “Contractor” means the natural person or legal entity that is party to this contract and provides Works in accordance with the provisions of this contract.
- 2.17 “Technical Standards” means the specifications approved by a special standardization body for the continuous or repeated enforcement. Such standards are used as rules, regulations or definition of the characteristics to ensure that the processed materials and services serve the relevant purpose.
- 2.18 “Site establishment” means the temporary construction works built and installed, which are necessary for the implementation of construction works.
- 2.19 “Works ”means that the Contracting Authority requires the Contractor to excavate, construct, repair, refurbish or install, as provided for in the bid documents, including the related services, also defined in the bid documents.

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

- 3.1. The notification of the awarded tender shall serve the preparation of contract between the parties, which shall be signed within the time limit set out in the Bid 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: Corrupt Practices, Conflict of Interest and Inspection of Minutes**

- 4.1 The Contracting Authority can request the Court to declare the contract as illegal, if he discovers that the Contractor has carried out corruptive acts. Corruptive acts include all acts described in Article 26 of the Law on Public Procurement.
- 3.2. The Contractor shall not have any relations (current or past ones) with any of the consultants or any other entity, which participated in the preparation of the Tender Documents for this concession/public- private partnership.
- 3.3. The Contractor shall allow the Contracting Authority to inspect the accounts and registers related to the contract implementation or to check them through the inspectors appointed by the Contracting Authority.

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

- 5.1 The Contractor and the Contracting Authority shall keep as confidential all the documents, data and other information provided by the other party, in relation to the Contract.
- 5.2. The Contractor can give to the Subcontractor such documents, data or other information taken by the Contracting Authority to the extent that the Subcontractor carries out its part of work, in accordance with the Contract. In this case, the Contractor shall include in his contract with the Subcontractor a provision pledging the maintenance of confidentiality, as stated above in paragraph 5.1.

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

- 1.1. Unless otherwise provided for in the Contract, all the rights of intellectual property, provided by the Contractor during the Contract implementation, shall belong to the Contracting Authority, which may use them, as it deems appropriate.
- 1.2. Except where otherwise provided for in the Contract, the Contractor, after the Contract expiry, shall submit to the Contracting Authority all reports and data, such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting registers or materials obtained, collected or prepared by the Contractor during the Contract implementation. The Contractor can keep copies of these documents and data, but he shall not use them for purposes, which are not related to the Contract, without a preliminary written permission of the Contracting Authority.
- 1.3. The Contractor shall insure the Contracting Authority against the lack of responsibility for violation of rights related to the intellectual property, which may arise from the use of materials, drawings or any other properties under the contract.
- 1.4. If there is any claim or suit against the Contracting Authority regarding any violations of the intellectual property caused during the Contract implementation or use of materials, drawings or any other properties protected and supplied under the contract, the Contractor shall provide to the Contracting Authority all evidence and information related to the said suit or claim.

#### **Article 7: Origin of Materials**

- 7.1 There are no restrictions on the nationality of the origin of materials, save those that may be specified in any Resolutions of the UN General Assembly.
- 7.2 The Contractor may be obliged to check the origin of materials.
- 7.3 For the purpose of verification, “origin” means the place where the materials are retrieved, consolidated or produced. The materials are produced where production, processing or adequate collection of components results in a new product known in trade, which is too different in terms of basic characteristics or the purpose or use from the components thereof.
- 7.4 The origin of materials is distinguished from the nationality of the contractor or of the subcontractor supplying with materials.

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

- 8.1 Any communications between the parties shall be made in writing.

#### **Article 9: Cooperation with Others at the Site**

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

#### **Article 10: Responsibility of the Contracting Authority**

- 10.1 The Contracting Authority shall be liable to compensate the contractor for damages of the contractor’s equipment to the extent related to the guilty actions of the Contracting Authority or of the projects of Contracting Authority, unless the latter contained obvious errors that could have been easily established by the contractor.

#### **Article 11: Contractor carrying out Works**

- 11.1 The Contractor shall implement and complete the Works in accordance with the technical specifications set out in the bid/tender documents.
- 11.2 The Contractor shall not be liable for project errors, data, plans or other aspects of technical specifications provided by the Contracting Authority, except where the error was as apparent as the contractor should have observed and advertised it to the Contracting Authority.
- 11.3 The codes and standards to be applied will be stipulated in the bid/tender documents. If, during the contract execution, there are changes in the application of codes or standards, these changes will only apply once they have been approved by the Contracting Authority.

#### **Article 12: Execution of Works**

- 12.1 The Contractor shall commence the contract enforcement as soon as he concludes it and shall complete Works within the Term of Completion.

#### **Article 13: Technical and Environmental Security**

13.1 The Contractor shall be responsible for the safety of all activities at the site.

13.2 The contractor shall secure the site in such a way as to minimize environmental damage. For example, it should save energy, water and other resources, reduce loss and minimize the use of ozone depleting substances, release of gases, dangerous composite organic substances and other substances that harm the health and the environment.

#### **Article 14: Discoveries**

14.1 Anything of historical interest or significant value unexpectedly discovered at the site shall be declared to comply with applicable legislation. The contractor shall notify the contracting authority of any such disclosure and follow the instructions of the project manager about the procedure of facilities' management.

#### **Article 15: Site disposal**

15.1 The Contracting Authority shall grant the right of site disposal to the contractor on the date of access specified in the bid/ tender documents. If the availability of any part of the site is not provided by the date of access for the site or that part of the site as provided for in the bid/tender documents, it shall be considered that the Contracting Authority has delayed the commencement of the contract execution and the contractor is entitled to claim the amendment of the contract regarding the postponement of the Term of Completion. The Contracting Authority and the Contractor shall keep minutes on the date of access.

#### **Article 16: Amendment of Laws and Regulations**

16.1 If, after the date of signing the contract, any laws, regulations, ordinances, orders or procedures with the effect of law in the Republic of Albania enters into force, is issued or amended and affects the terms, including the date of delivery or the contract price, conditions or contract price shall be regulated to the extent that the contractor has been affected in the fulfillment of his obligations under the contract.

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

17.1 The Contractor shall not be held liable for the loss of the contract security, liquidated damages or termination due to default/non-fulfilment if and to the extent that the delay in implementation or any other failure to meet its obligations under the contract is due to the events of Force majeure.

17.2 For the purpose of this article, "Force Majeure" means an event beyond the control of the contractor and unpredictable one. Such events may include, but are not limited to the actions of the Contracting Authority, either in its sovereign or contractual capacity, war or revolutions, fire, flood, earthquake, epidemics, quarantine constraints and transit embargoes.

17.3 If any Force Majeure situation occurs, the Contractor shall immediately notify the Contracting Authority. Unless the Contracting Authority issues different instructions, the contractor shall continue to apply his contractual obligations to the reasonably practicable extent and shall seek all reasonable remedies of enforcement that is not prevented by the Force Majeure.

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

- 18.1 Contracts provided by this law may be amended by adding an Appendix to the contract, provided that this possibility is envisaged in the bid/tender documentation and in the contract.
- 18.2 Changes to the contract are made by the contracting authority and the concessionaire/private partner.
- 18.3 Amendments to the Contract may be made upon the initiative of both Contracting Parties, in particular in the following cases:
- a) where the national security and the national protection are jeopardized, the environment, nature and human health are threatened;
  - b) where the contract scope is forfeited or where there is an objective inability to use it in the case of force majeure;
  - c) while changing the legal framework;
  - ç) in other cases that lead to the change of the real or legal situation for the use of the facility or the provision of services or the contract performance.
- 18.4 Amendments to the substantive terms of the contract not provided for in the bid/ tender documentation and / or the contract itself require the implementation of a new concession / public-private partnership contract award procedure.
- 18.5 Without prejudice to the provisions of articles 32 and 33 of the Law on Concessions and Public-Private Partnerships, the term "essential conditions" refers in particular to the terms which, if included in the initial contract notice or tender documentation, would have made it possible for the bidders to submit a substantially different offer and whether the changes would have exceeded the scope of the contract to the extent that these changes would include services not originally covered.
- 18.6 The contracting authority requires prior consent by the Ministry of Finance for all planned changes that affect or involve the risk of direct or indirect impact on the state budget or the budget of local authorities or which may in some way change the financial support as stipulated by this law.
- 18.7 The Contracting Authority shall inform the Ministry of Finance no later than 20 days of any changes made to the contract in accordance with this Article.

## **Article 19: Termination due to Bankruptcy**

- 19.1 The Contracting Authority may terminate the Contract at any time, if the Contractor is bankrupt or becomes insolvent.
- 19.2 The Contracting Authority shall give to the Contractor a written notice regarding the termination.

## **Article 20: Termination due to Public Interest**

- 20.1 The Contracting Authority may terminate the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.
- 20.2 The Contracting Authority shall give to the contractor a written notice about the termination.



20.3 The Contracting Authority shall pay the Contractor for all the Works accepted and carried out prior to the termination and shall pay the Contractor for the damages caused for the partial implementation of Works. While calculating the amount of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize damages.

### **Article 21: Sub-Contracting**

21.1 The Contracting Authority may:

- a) require from the concessionaire to award contracts that are at least 30% of the total value of the concession contract to the third parties, affording at the same time an opportunity for the tenderers/bidders to increase such percentage, while this minimum percentage is specified in the concession contract;
- b) require from the tenderers/bidders to specify in their bids the percentage of the total value of the contract they schedule to assign to the third parties.

21.2 As regards the sub-contracting of the public-private partnerships realized as contracts of public works or public service, the relevant provisions of the public procurement law shall apply accordingly.

### **Article 22: Assignment of rights**

22.1 Pursuant to the provisions of this Article, with the prior written consent from the contracting authority, the concession/public-private partnership contract may be transferred to a third party that meets the eligibility requirements set out in the bid documentation on the basis of which the contract was initially awarded, unless these requirements refer to conditions that are no longer necessary for the performance of the contract due to the fact that these obligations and requirements are already being exhausted or being carried out by the previous concessionaire/private partner.

22.2 The transfer of concession contract shall not affect the quality and shall not affect the continuity of contract execution and implementation.

22.3 Where the concessionaire/private partner is an entity for special purposes, then the change of ownership rights or of the entity administration for special purposes (SPV) as a result of the transfer of equities or business shares, cannot be enforced without the consent of contracting authority and of Ministry of Finance, unless it is a result of the regular trade of shares in a regulated capital market.

22.4 The contracting authority requires a prior consent by the Ministry of Finance for all planned contract transfers that affect or involve a risk of any impact on the state budget or budget of local government units or which may change in any way the financial support, as stipulated by this law.

22.5 The Contracting Authority shall inform the Ministry of Finance about the contract transfer made in accordance with this article.

### **Article 23: Contract Security**

23.1 Within 30 days from the receipt of the notification for the contract award, the Contractor shall give to the Contracting Authority the guarantee of a Contract Security in the acceptable amount and form, as provided for in the Contract. Failure to provide a Contract Security in the required form and amount, within        days, shall result in the Contract cancellation and in the forfeiture of the Contractor's Bid Security.

#### **Article 24: Legal Grounds**

24.1 The Contract shall be governed and interpreted according to the Laws of the Republic of Albania.

#### **Article 25: Settlement of disputes**

25.1 The Contracting Authority and the Contractor shall make the best efforts to resolve their conflicts or disputes, through direct negotiations.

25.2 If the parties fail to resolve the dispute or the conflict, these shall be resolved following the Contract and the legal procedures in force, in accordance with the Legislation of the Republic of Albania.

#### **Article 26: Representation of the Parties**

26.1 Each party shall designate in writing a person or organizational structure, which shall be responsible, on behalf of the party, for the receipt of communications and for the representation of the party in issues related to the Contract execution.

26.2 Each party shall immediately notify the other party, regarding any changes in the designation of the party's representative. If one of the parties fails to notify, it shall assume all damages caused by the failure to give a proper notification.

26.3. The parties may designate persons or additional organizational units to represent them in particular actions or activities in which case, a written notification shall be provided and determine the extent of the representative's authority.

#### **Article 32: Notifications**

32.1 Every notification the parties give to each other under the contract shall be made in writing to the address specified in the contract.

32.2 The notification shall enter into force, as soon as it is delivered.

#### **Article 33: Calculation of Time Limits**

33.1 All references to days shall be calendar ones, unless otherwise provided.

[ To be completed by the Contracting Authority]

### **Appendix 18: SPECIAL CONDITIONS**

The following special conditions of the Contract will meet the General Contract Conditions. In case of the occurrence of any conflicts, the following provisions will prevail over the General Conditions.

#### **Article 1: Definitions**

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

1.2 The Contractor is \_\_\_\_\_

#### **Article 2: Contract Security**

2.1 The contract security in the amount of 5% of the value thereof, shall be provided by the contractor to ensure the enforcement of his obligations under the contract.

2.2 The contract security will be issued or immediately returned to the Contractor in accordance with the following file: \_\_\_\_\_

\_\_\_\_\_

#### **Article 3: Name of the Contracting Authority**

3.1 Representative of the Contracting Authority: \_\_\_\_\_

3.2 Address/contact point: \_\_\_\_\_

#### **Article 4: Site**

4.1 The Site of Works will be (accurate description of the location of facility to be built): \_\_\_\_\_

\_\_\_\_\_

#### **Article 5: Date of Commencement**

5.1 This Contract: \_\_\_\_\_

\_\_\_\_\_

#### **Article 6: Type of Contract**

\_\_\_\_\_

[Headed notepaper of Bank / Insurance Company]

[To be submitted by the Economic Operator/Supplier]

**Appendix 19: CONTRACT SECURITY FORM**

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

To: [Name and address of the Contracting Authority]

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

Concession/PPP procedure: [type of procedure]

Short description of the contract: [scope]

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

Whereas:

- (Name of the Awarded Bidder) is announced winner in the Competitive Procedure for the Award by Concession/PPP of \_\_\_\_\_, located in \_\_\_\_\_, based on the letter of (name of the Contracting Authority) (hereinafter referred to as "Contracting Authority"), Prot. no. \_\_\_\_\_, dated \_\_\_\_\_.2018, "Winner's Notification" and
- The Awarded Bidder has delivered to us the Draft Contract concluded between him and the Contracting Authority, "On the award by concession/PPP of \_\_\_\_\_; and
- in your Contract, you request the issuance of a Contract Security in the amount specified below as a guarantee for the fulfillment of the Concessionaire's obligations provided for in the Contract; and
- (Bank name/insurance company) agrees to issue this guarantee.

We hereby declare that:

- we are the guarantors of the above cited contract up to the total amount of (*amount in figures and words*), an amount which is payable in the method and currency specified in the contract; and
- we undertake to pay, upon you make the first written request and without the need to argue the request, any amount within the limit of (*amount of guarantee*); and
- in order to receive this guarantee, there is no need to previously refer to the Concessionaire\Public-Private Partnership to realize the payment upon your request; and
- any additions or amendments of the Contract conditions for which you may agree with the Concessionaire, does not release us from the obligations of this Guarantee.

This guarantee shall be valid until the date including \_\_\_\_\_ days from the date of issuance of the Completion Certificate.

\_\_\_\_\_

This Security shall be valid until the full contract implementation.

[Bank representative/insurance company]

[To be completed by the Contracting Authority]

## **Appendix 20: FORM OF PUBLICATION OF THE SIGNED CONTRACT NOTIFICATION**

### **Section I Contracting Authority**

#### **I.1 Name and address of the contracting authority**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel/Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Website \_\_\_\_\_

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

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

### **Section II Contract Scope**

#### **II.1 Type of Contract**

Work	Services
<input type="checkbox"/>	<input type="checkbox"/>

#### **II.2 Brief description of the contract**

1. Contract Scope \_\_\_\_\_
2. Contract Form \_\_\_\_\_
3. Financing Source \_\_\_\_\_

**II.3 Contract duration or time limit for execution:**  
 Duration in **months** □□□ or **days** □□□□  
 or  
 starting from □□/□□/□□□□ and ending on □□/□□/□□□□

**Section III Procedure**

**III.1 Type of procedure:**

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

**III.2 Number of delivered bids:** □□□□□

**Number of regular bids:** □□□□□

**Section IV Information on the contract**

**IV.1 Contract number:** \_\_\_\_\_

**Contract date** □□/□□/□□□□

**IV.2 Name and address of the Contractor**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Tel/Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Website \_\_\_\_\_

**IV.3 Total value**

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

Currency\_\_\_\_\_

**IV.4 Additional information (*if any*)**

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

**Appendix 21: PROCUREMENT COMPLAINT FORM SUBMITTED TO THE CONTRACTING AUTHORITY**

*Complaint to: Contracting Authority*

**Section I Complainant Identification**

*The complainant can be a bidder or a potential bidder (e.g. individual, partnership, corporation, joint venture).*

\_\_\_\_\_  
Complainant's full name (please type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Postal code/ Zip Code

\_\_\_\_\_  
Telephone No. (including area code)

\_\_\_\_\_  
Fax No. (including area code)

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

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

\_\_\_\_\_  
Signature of authorized official

\_\_\_\_\_  
Date (year/month/day)

\_\_\_\_\_  
Telephone No. (including area code)

\_\_\_\_\_  
Fax No. (including area code)



## **Section II Information on the Procedure**

### **1. Identification Number**

*Complete the contract number provided in the contract notification or bid documents including the **type of procedure used** for the concession/ public-private partnership in question (e.g. Request for Proposal [RFP], Open procedure [OP], Restricted procedure [RP], Negotiated Procedure through Preliminary Announcement [NP]).*

---

### **2. Contracting Authority**

*Name of the contracting authority administering the procurement process*

---

### **3. Estimated Value of the Concession/PPP**

*Estimate of the contract value (amount in number and letters)*

---

### **4. Contract scope**

*Brief description of the works/ services acquired*

---

### **5. Final Deadline for Bid Submission**

*Final deadline for the submission of bids*

---

Date (year/month/day)

**2. Contract Award Date**

---

Date (year/month/day), if applicable

### Section III Description of the complaint

**1. Complaint Legal Grounds**

(write down the legal infringement with regard to decisions, deeds, documents etc.)

---

**2. Detailed statement of facts and arguments**

*Give a detailed statement of the facts and arguments that support your complaint. For each reason of your complaint specify the date when you were informed on the facts related to the reasons of your complaint. Also mention the relevant sections of the bid documents, if applicable. Use additional sheets if necessary.*

**3. List of Appendixes**

*In order for a complaint to be considered filed, it shall be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would typically include **any notification published, all bid documents, with all amendments and attachments, your proposal**. Specify which information, if any, is confidential. Explain why the information is confidential and provide either a version of the relevant documents with confidential sections removed, or a summary of the contents.*

---

Send the completed concession/PPP complaint form, all the necessary Appendixes and some additional copies, to the **Contracting Authority**.

---

**4. Preliminary objection against the Contracting Authority**

*An objection is deemed a complaint directly addressed to the contracting authority. Attach a copy of each complaint in writing, including the answer, if any.*

1. Have you filed any similar objections? If yes, then specify the method of objection (e.g. in writing, via fax etc.).

Yes  No

---

2. Contracting Authority to which the objection is filed

*Name of the contracting authority.*

---

Name and title of the official subjected to objection.

---

3. Nature of the Required Corrected Measure

*What corrective measure do you request?*

---

4. List

*In order for a complaint to be considered filed, it shall be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would typically include **any notification published, all bid documents, with all amendments and Appendixes, your proposal, all correspondence and any written information related to any objections you have made.** Specify which information, if any, is confidential. Explain why the information is confidential or provide a version of the relevant documents with confidential sections removed and a summary of the contents.*

Submit the completed Complaint Competition Form, all the necessary Appendixes and some additional copies to: **The relevant authority according to law no. 125/2013 "On Concessions and Public-Private Partnership", as amended.**

**Fax No:**

**Signature and Seal of Complainant**

Note: For the complaints to the Public Procurement Commission, you should refer to the Complaint Form issued by this institution.

**Fax No:**

**E-mail:**

**Signature and Seal of Complainant**

**Appendix 22: POWER OF ATTORNEY FORM**

**POWER OF ATTORNEY**

This day, month, year .....

Before me

the Notary Public

I, the undersigned Mr./Mrs. \_\_\_\_\_  
in his/her quality of \_\_\_\_\_

Nationality \_\_\_\_\_

Holder of the Passport or Identity Document no. \_\_\_\_\_ issued by

\_\_\_\_\_

on \_\_\_\_\_

Domiciled in \_\_\_\_\_

hereby designate Mr./Mrs. \_\_\_\_\_ in his/her quality as \_\_\_\_\_, to:

- (a) sign or seal and deliver to the competent authorities all documents listed in the Schedule 1 attached;
- (b) deliver and take over any kind of documents or instruments in relation to the documents listed in the Schedule 1 attached; and
- (c) to carry out all necessary or additional actions regarding the issues specified in this document, including the signature and execution of each act required to implement, complete the documents listed in Schedule 1 or that these documents bring consequences thereof.

and is authorized to designate other persons to exercise any or all powers set out in this Power of Attorney.