



# MUNICIPALITY OF TIRANA

## **Tender Documentation for the Concession / Public Private Partnership for Design, Construction, Financing, Operation, Maintenance and Transfer of Tirana Public Transport Terminal**







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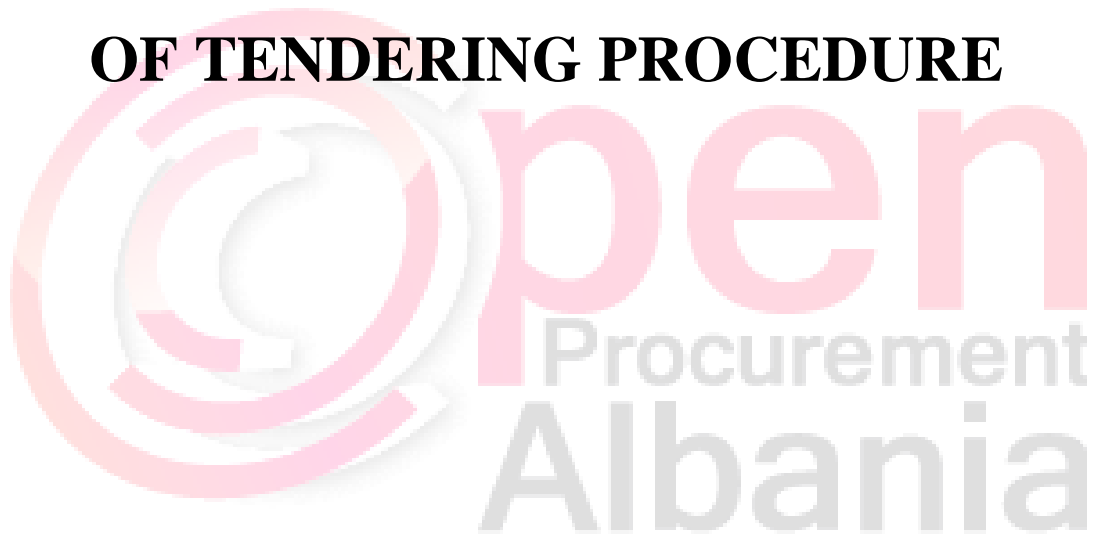
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# **NOTIFICATION OF TENDERING PROCEDURE**







## SECTION I Contracting Authority

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

Name: Municipality of Tirana  
 Address: BLV “Deshmoret e Kombit”  
 Tel: 00 355 4 22 56 799  
 E-mail: [prokurimet@tirana.gov.al](mailto:prokurimet@tirana.gov.al)  
 Faqja e Internetit: [www.tirana.gov.al](http://www.tirana.gov.al)

### I.2 Name and address of responsible person

Name: Genc Kojdheli  
 Address: Blv “Deshmoret e Kombit”  
 E-mail: [genc.kojdheli@tirana.al](mailto:genc.kojdheli@tirana.al)

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

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



## SECTION II Object of the contract

### II.1 Type of contract

Works <input checked="" type="checkbox"/>	Services <input type="checkbox"/>
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### II.2 Brief description of the concession/public-private partnership contract

#### II.2.1 Scope of the contract:

The Municipality of Tirana or "**Contracting Authority**", invites Economic Operators in an international tender procedure to tender for the Public Private Partnership for the detailed design and execution of the construction of a new public transport terminal, its ordinary and extraordinary maintenance as well as the subsequent management of the Tirana public transport terminal (the "**Project**") as outlined in *Appendix 14 Terms Of Reference*, in accordance with the procedures and conditions prescribed in these tendering documents and with the contract terms given in *Appendix 17 General Conditions of the Contract* and *Appendix 18 Special Conditions of the Contract*. The estimated Project Value is 15.5 million Euro. The Contracting Authority will apply the open tender procedure pursuant to Art. 22 of Albanian Concessions and Public Private Partnership Law n. 125/2013. The Contracting Authority will consider only the tenders of those Tenderers or consortia of Tenderers, which have passed the minimum thresholds, set out in the Qualification Criteria (*Appendix 9 Evidence of Qualification / Participation Form*).

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

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

The Contract will be awarded through a competitive international tender process, following the procedure described in this Tendering Document.





Tendering for the contract is open to firms and joint ventures of firms from any country that meet the requirements and criteria envisaged in *Appendix 9 Evidence of Qualification / Participation Form*.

#### II.2.2 Form of contract

Public Private Partnership Contract for public works concession.

#### II.2.3 Source of funding

Private Sector

### II.3 Duration of the contract or timeframe of its execution

The duration of the concession PPP contract will be the duration offered by the winning Tenderer (between 15 and 35 years).

### II.4 Location of the object of the contract

This project is located in Tirana.



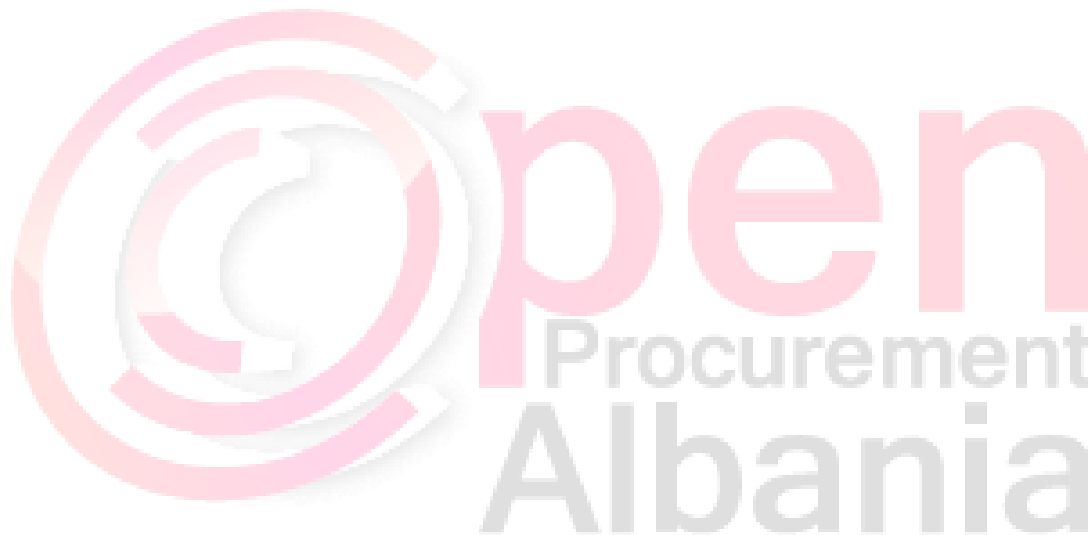
## **SECTION III Legal, economic, financial and technical information**

### **III.1 Criteria of acceptance**

The criteria of acceptance of the tenders are according to *Appendix 9 Evidence of Qualification / Participation Form*.

### **III.2 Tender Security**

For an Economic Operator to take part in this Concession / Public Private Partnership procedure, it is requested to submit with its offer a Tender Security of an amount equal to 2% of estimated project value (as given in *IV.1.1 Total Value*) in the form set out in *Appendix 3 Tender Security Form*.





## SECTION IV Procedure

### IV.1 Type of procedure

Open <input checked="" type="checkbox"/>	Restricted <input type="checkbox"/>	Negotiated with public notice <input type="checkbox"/>
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#### IV.1.1 Total Value

Estimated Project Value is Euro 15.477.857,31 (VAT excluded)

Currency: Euro

The value predicted in this paragraph is the amount calculated as the total requested initial investment.

### IV.2 Criteria for selection of winners

The criteria for the selection of the winning tenderer are those set out in *Appendix 11 Evaluation Criteria*.

### IV.3 Deadline for the submission of tenders

Date: 07.11.2016

Hour: 12:00

Location: [www.app.gov.al](http://www.app.gov.al)

Tenderers are requested to submit their tender by electronic means. Economic operators shall submit the tender electronically on the official website of the Albanian Public Procurement Agency, [www.app.gov.al](http://www.app.gov.al)

### IV.4 Deadline for the opening of requests to participate

Date: 07.11.2016

Hour: 12:00

Location: [www.app.gov.al](http://www.app.gov.al)

Information communicated during the public opening of tenders, submitted by electronic means shall be communicated to all Economic Operators that submitted tenders, based on their requests.



**IV.5 Period of validity of tenders**

The period of validity of tenders is hundred and fifty (150) days.

**IV.6 Languages for the drafting of requests to participate**

English or Albanian

**IV.7 Currency**

The Tenderer shall use the currency EURO (€)

Conversion of other currencies will use the official exchange rate of the day of publication of this notice.





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## Appendix 1 Tender Application Form

[Appendix to be submitted by the economic operator]

[Letterhead of the Tenderer, or lead partner of a joint venture, including full postal address, telephone no., fax no., email address, telex no., and cable address]

Date: .....

To: [name and address of the Contracting Authority]

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

Short description of the contract: [object]

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

Sirs,

Being duly authorised to represent and act on behalf of ..... (hereinafter "the Tenderer"), and having reviewed and fully understood all the tender documentation provided with reference to the above-mentioned procedure, the undersigned declare that we have carefully examined and have no reservations to the Tender Documents as specified at the Instructions to Tenderers paragraph **Error! Reference source not found.**, including Addenda issued in accordance with Instructions to Tenderers paragraph **Error! Reference source not found.**;

They are hereby acknowledged and their contents are hereby accepted. We have examined the actual site conditions, satisfied ourselves with the nature and location of the works and services referenced above and the general and local conditions to be encountered in the performance thereof.

We offer to carry out all services and obligations of the Concessionaire provided under the Concession / PPP Contract in full conformity with the Tender Documents.

We authorize the Contracting Authority to verify the information/documents attached to our Tender.

If our Tender is accepted, we undertake to provide the Performance Security (as defined in the Concession / PPP Contract) within the times specified in the Successful Tenderer Notification.

We agree to abide by this Tender, which consists of our Technical Tender and Financial Tender (each as defined in the Tender Documents), for a period of one hundred and fifty (150) days from the Tender Submission Deadline as set forth in the Tender



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Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Concession / PPP Contract is executed between us, our Tender, together with your written acceptance thereof shall constitute a binding contract between us.

If we are selected as the Successful Tenderer, we agree to deliver the Performance Security and execute the Concession / PPP Contract without any reservation or limitation, in conformity with the Project.

To the extent that any provision in our Tender conflicts with the terms and conditions of the Tender Documents, such provision is hereby withdrawn.

We understand that you are not bound to accept any Tender you may receive.

We acknowledge and agree that the Contracting Authority will not be responsible for any errors or omissions on our part in preparing this Tender, and we shall indemnify the Contracting Authority fully in connection therewith.<sup>1</sup>

We are responsible for all costs, expenses and losses incurred in the preparation and submission of our Tender. The Contracting Authority shall not compensate us for any such costs, expenses or losses regardless of the outcome of the Tender Process.

2. Attached to this letter are copies of original documents defining:
- (a) the Tenderer's legal status;
  - (b) its principal place of business; and
  - (c) its place of incorporation (for Tenderers which are corporations); or its place of registration (for Tenderers which are partnerships or individually owned firms).

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<sup>1</sup> Note to Tenderers: this means that the Tenderers won't have the right to sue the Contracting Authority in case they made mistakes in their Tenders based on errors included in the Tender Documents.





For tenders by joint ventures, all information requested in the prequalification documents is to be provided for the joint venture, if it already exists, and for each party to the joint venture separately. The lead partner shall be clearly identified. Each partner in the joint venture shall sign the letter.

For tenders that include specialised subcontractors to prequalify, the information requested in the prequalification documents is to be provide for each specialised subcontractor.

3. You and your authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Tender Application will also serve as authorisation for any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in this application, such as the resources, experience, and competence of the Tenderer.

4. You and your authorised representatives may contact the following persons for further information:

General and managerial inquiries

Contact 1

Telephone 1

Contact 2

Telephone 2

Technical inquiries

Contact 1

Telephone 1

Contact 2

Telephone 2



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Financial inquiries

Contact 1

Telephone 1

Contact 2

Telephone 2

Tenders by joint ventures should provide on a separate sheet the requested information for each party to the application.

Tenderers that make use of one or more specialised subcontractors to prequalify shall provide on a separate sheet the requested information for each such subcontractor.

5. This application is made in the full understanding that:
- tenders by prequalified Tenderers will be subject to verification of all information submitted for prequalification at the time of tendering;
  - you reserve the right to:
    - amend the scope and value of the contract tendered under this project; in such an event, tenders will only be invited from prequalified Tenderers who meet the revised requirements; and
    - reject or accept any application, cancel the prequalification process, and reject all tenders; and
  - you shall not be liable for any such actions and shall be under no obligation to inform the Tenderer of the grounds for such actions.

Tenderers who are not joint ventures shall delete paragraphs 6 and 7.

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, in the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.



7. We confirm that in the event that we tender, that tender, as well as any resulting contract, will be:

- (a) signed so as to legally bind all partners, jointly and severally; and
- (b) submitted with a conformed joint venture agreement substantially in accordance with the joint venture details outlined in the submission under paragraph 6 above and providing joint and several liability of all partners in the event the contract is awarded to us.

Tenderers that are not using specialised subcontractors to prequalify shall delete paragraph 8.

8. Appended to this application, we give details of the specialised subcontractor(s) and their experience.

9. The undersigned warrants that as of the date of this letter the Tenderer including its joint venture members [ *if applicable* ]

- (a) is not in bankruptcy or liquidation proceedings,
- (b) has not been convicted of fraud, corruption, collusion or money laundering, and
- (c) is not aware of any conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Contract.

10. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Tenderer or lead partner of a joint venture)	For and on behalf of (name of partner)



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Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)

Signed	Signed
Name	Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)



## **Appendix 2 Invitation to tender**

The Municipality of Tirana invites interested investors domestic and / or foreign to participate in competitive selection procedures for the concession / public private partnership of qwq.

Location and ways of attracting the tendering documents shall be made pursuant to the Decision of the Council of Ministers no. 268, dated 18.04.2012 "On the electronic performance of tendering procedures Concession / Public Private Partnership".

Interested Tenderers may be recognized with the standard documents competitive procedure on the official website of the Public Procurement Agency:  
[www.app.gov.al](http://www.app.gov.al) .

The duration of the concession / public private partnership is: according to the period offered by the winning Tenderer (between 15 and 35 years);.

For further information regarding to the procedure please contact us using the contact information given in Section 1.2:

Tenders shall be uploaded to the official address of PPA: [www.app.gov.al](http://www.app.gov.al) no later than the date and time indicated in Section qwq par. qwq.

Any Application uploaded after this deadline will not be accepted.

**APPROVED**

**The head of the Contracting Authority**

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### Appendix 3 Tender Security Form

[Appendix to be submitted by the economic operator]

[Headed notepaper of Bank Company]

#### LETTER OF GUARANTEE

Date: .....

Name of Contract: .....

To: (Name and Address of Contracting Authority)

WHEREAS (name of tenderer including names of all Joint Venture members) (hereinafter called “the tenderer”) has submitted its Tender dated (date of tender) for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE (name of bank) of (address of bank) (hereinafter called “the Bank”), are bound unto (name of Contracting Authority) (hereinafter called “the Contracting Authority”) in the sum of:

.....  
for which payment well and truly to be made to the said Contracting Authority, the Bank binds itself, its successors and assigns by these present.

Signed on behalf of the said Bank this ..... day of ..... 201\_

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer in the Tender Form, or
2. If the tenderer invalidates its tender pursuant to engagement in corrupt, fraudulent, coercive or collusive practices in competing for the Contract, or
3. If the tenderer, having been notified of the acceptance of its Tender by the Contracting Authority during the period of tender validity:
  - (a) fails or refuses to sign the Contract when required, or
  - (b) fails or refuses to issue the Performance Security in accordance with the tender documents.



WE undertake to pay to the Contracting Authority up to the above amount upon receipt of its first written demand, without the Contracting Authority having to substantiate its demand, provided that in its demand the Contracting Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the above-named CONDITIONS, and specifying the occurred condition or conditions.

WE shall pay the Contracting Authority the due amount within fifteen (15) days from receipt of an official written request by the Contracting Authority and irrespective of any objection by the Tenderer or any other party such amount or amounts as the Contracting Authority may demand not exceeding in the aggregate the above mentioned amount, by transfer to the Contracting Authority's account at any bank in the Republic of Albania or in any other manner acceptable to the Contracting Authority;

All payments made based on the Contracting Authority's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed;

The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source or any omission, act or proceeding by the Contracting Authority or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee;

This guarantee will remain in full force up to and including *(the date twenty-eight (28) days after the period of tender validity)*, and any demand in respect thereof must reach the Bank not later than the above date.

This guarantee shall be governed by and construed in accordance with the laws, regulations, decisions, rules and instructions of the Republic of Albania and any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Republic of Albania and according to the Albanian regulations, decisions, rules and instructions.

For and on behalf of the Bank

.....

*(Authorized signature)*

.....

(title)

.....

*(Authorized signature)*

.....

(title)



#### Appendix 4 Confidential Information (Form 15)

[Appendix to be completed by the Economic Operator]

(Note down the information you wish to remain confidential)

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





**Appendix 5 Statement of fulfilling the requirements of standard documents of concession / public private partnership (Form 4)**

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

Of the economic operator participating in the procurement procedure to be carried out on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ regarding \_\_\_\_\_

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

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

Does not participate as Tenderer in more than one Application for this procedure.

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

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

Tenderer's Representative

Signature

Seal



## Appendix 6 Statement on conflict of interest (Form 5)

[Appendix to be completed by the economic operator]

Of the economic operator participating in the concession public-private partnership procedure organized on \_\_\_\_\_ by the Contracting Authority \_\_\_\_\_ with subject \_\_\_\_\_

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

Pursuant to Article 21, point 1, of Law No. 9367, dated 7.4.2005, the categories of officials stipulated in Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the concluding of contracts, one party of which is a public institution are:

- President of Republic, Prime Minister, Deputy Prime Minister, Ministers or Deputy Ministers, Members of Parliament,
- Judges of Constitutional Court, Judges of High Court, Chair of High State Audit, Prosecutor General, Ombudsman, Members of the Central Election Commission, Members of High Council of Justice or Inspector General of the High Inspectorate of Disclosure and Audit of Assets,
- Members of Regulatory Entities, (Supervision Council of Bank of Albania, including the Governor and Deputy Governor; of competition, telecommunication; electricity; water supply; insurance, bonds, media),
- Secretaries General of central institutions as well as every other public official in each public institution whose position is equivalent to that of General Directors.

If the official holds the position of the mayor or deputy mayor, chair or deputy chair of the city, town or county council, member of the respective council or is an official of a high leading position of a local government unit, the prohibition because of the private interests of the official, stipulated in this point, is applied only to the concluding of contracts, as the case might be, with the municipality, city, town or the county council where the official exercises these functions. This prohibition is also applied when one of the contract parties is a public institution, subordinate to this unit (Article 21 point 2 of law No.9367, dated 7.4.2005).

The prohibitions stipulated in Article 21, points 1, 2 of Law No. 9367, dated 7.4.2005, with the relevant exceptions, are applied to the same extent to the persons related to the official which to the meaning of this law are: the spouse, major children or the parents of the official and those of his/her spouse. (With the changes made in Law no. 9367, dated 7.4.2005, must be added also the cohabitant).

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



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

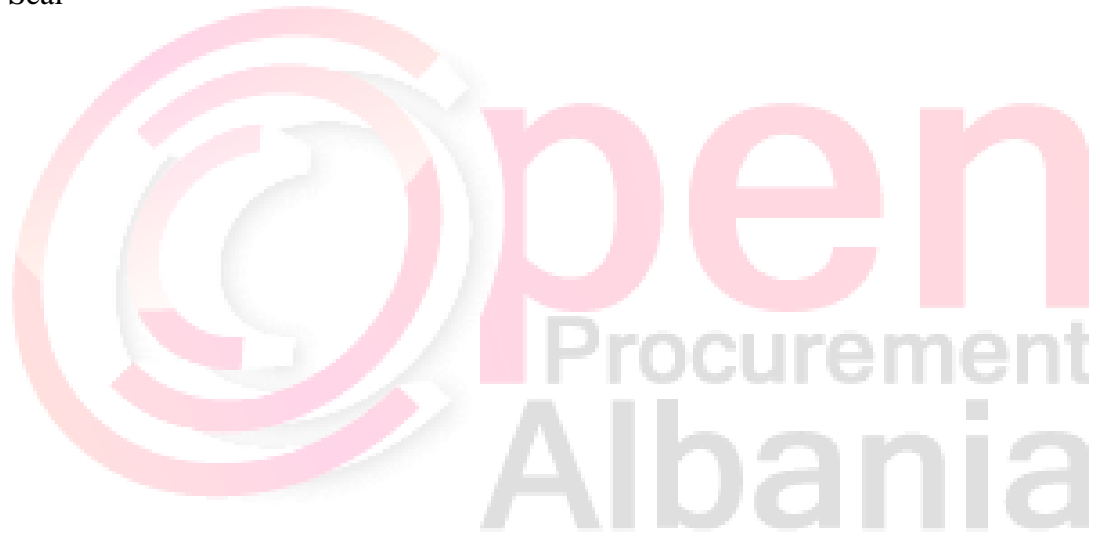
In accordance with the above mentioned legislation, I hereby declare and knowledge that no one of the officials set out in Chapter III, Section II of law No. 9367, dated 7.4.2005, and in this statement, possess any private interests, directly or indirectly with the legal person I represent herein.

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

Name, Surname, Signature

\_\_\_\_\_

Seal





## **Appendix 7 Particular Experience (Form 12)**

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

To qualify, the Tenderer shall be required to pass the specified requirements set out in *Appendix 9* .

On a separate page, using the format of Form 12A, the Tenderer is requested to list all contracts of a value equivalent to the value specified in *Appendix 9 Evidence of Qualification / Participation Form*, of a similar nature and complexity as the contract for which the Tenderer wishes to qualify, and undertaken during the last five years. The value shall be based on the currencies of the contracts converted into euros, at the date of completion, or for current contracts at the time of submission date. The information is to be summarised, using Form 12A, for each contract completed or under execution by the Tenderer or by each partner of a joint venture.

The amounts and periods should be consistent with those specified in the Qualifying Requirements specified in *Appendix 9* .

Where the Tenderer proposes to use specialised subcontractors for those critical parts of the works/services as specified in *Appendix 9* , the information in Form 12A shall also be supplied for each specialist subcontractor.



**Details of Contracts of Similar Nature and Complexity (Form 12A)**

Name of Tenderer / partner of a joint venture / specialised subcontractor

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of contracting authority	
3.	Address of contracting authority	
4.	Nature of works / services and special features	
5.	Contract role (check one)	
	<input type="checkbox"/> Sole Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Partner in a joint venture	



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6.	Value of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts)
	Currency                      Currency                      Currency
7.	Equivalent value in euros
8.	Date of award
9.	Date of completion
10.	Contract/subcontract duration (years and months)  ___ years                      ___ months
11.	Specified requirements
12.	For sole/prime contractors, indicate the approximate euro amount and nature of substantial work/service (more than 20 per cent in contract value) undertaken by subcontract, if any.

The Tenderer shall attach:

- certificate of satisfactorily completion signed by the Client;

In case of works in progress:

- copy of the signed contract and state of completion of the works with copies of the relevant invoices;



## **Appendix 8 Statement of machine availability**

This Appendix is not applicable to this tender procedure.





## Appendix 9 Evidence of Qualification / Participation Form

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

### 1. General Admissibility / Qualification Criteria

The Tenderer shall submit:

1. A document proving that (your subject):
  - a. is not under a process of bankruptcy,
  - b. is not convicted of any criminal offences, in accordance with Article 45/1 of the PPL,
  - c. is not convicted by virtue of final court decision regarding the professional activity, issued by the National Registration Center.
2. A document certifying that (your company):
  - a. has paid its fiscal dues,
  - b. has paid all social insurance obligations, issued by the National Registration Center, or, in the case of foreign Tenderers, equivalent document of the country of origin.
3. A certificate confirming the payment of all obligations maturing electricity energy contracts of the economic operator that is registered in Albania. Non-payment of electricity duty constitutes cause for disqualification of the economic operator, unless it turns out that the outstanding liabilities of electricity, as confirmed by the certificate issued by the supplier, are in the process of appeal in court. Electricity supplier is obliged to issue this certificate no later than 5 (five) days from the date of filing of the economic operator.

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

4. The economic operator shall be registered in proper state professional or trade registers in which they have been constituted, by certifying their legal personality. For this purpose, the candidates shall deliver an extract copy about the history of the company, issued by the National Registration Center.

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

Documents that are not written in Albanian or English shall be provided with a notarized translation in Albanian or English.





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

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

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

## **2. Special qualification criteria**

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

- a. Statement on the fulfilment of qualification criteria according to Appendix 5 ;
- b. Statement on the Conflict of Interests according to Appendix 6 ;
- c. Letter of Application duly completed and signed, according to Appendix 1 ;
- d. Valid ISO 9001:2008 certificate;
- e. Valid ISO 14001:2004 certificate;
- f. Valid OHSAS 18001:2007 certificate;
- g. Valid ISO 50001:2011 certificate;

h. Company Construction License of the below categories:

NP1 – Excavation Works, Cat D

NP2 – Civil and Industrial Constructions, Cat F

NP3 – Reconstruction and Maintenance of Civil and Industrial buildings,  
Cat C

NP4 – Roads, Highways, Bridges, etc., Cat D

NS1 – Building Demolition works, Cat C

NS2 – Hydro - sanitary plants, kitchens, laundries and their maintenance,  
Cat B

NS3 – Lifting and transporting plants (elevators, escalators, moving, conveyor ), Cat B

NS4 – Masonry finishing works and other related to, finishing with wood materials , plastic , metal and glass, Cat C



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NS5 – Illuminated traffic signals implementation, Cat B

NS6 – Non illuminated road signs, Cat A

NS7 – Road barriers and protection, Cat B

NS8 – Prefabricated reinforced concrete constructions, metal and wood structure, Cat B

NS9 – Special structural works, Cat C

NS10 – Layers and special structures, Cat B

NS12 – Technological installations, heating and air conditioning, Cat D

NS13 – Telephone lines and telecommunication systems implementation, Cat C

NS14 – Interior installations, electric, phone, TV, etc., Cat D

NS19 – Noise insulation systems for infrastructure projects, Cat B

Foreign economic operators shall demonstrate to be qualified to participate in public tenders in their country of origin for the categories listed above;

- i. Curriculum Vitae of Environmental Impact Assessment Expert who will be available during the construction period with License III.2 or equivalent;
2. To be prequalified a Tenderer must demonstrate to the Contracting Authority that it substantially satisfies the requirements regarding legal capacity, financial position, experience and litigation history, specified below. To prove that the economic operators have these qualifications, the Tenderer shall submit:

1. **Legal capacity of economic operator**

**According to General Admissibility / Qualification Criteria**

The above criteria are fulfilled only if the documents presented are original or notarized copies, the criteria set out above must be certified through documents issued not earlier than three months from the date for opening of requests for participation.

2. **Financial and economic capacity**

- a) Copies of audited or certified balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Contracting Authority, for the last five years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. Where necessary, the Contracting Authority will make inquiries with the Tenderer's bankers.
- b) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means sufficient to meet the construction cash flow for the contract for a period of five months, estimated as not less than Euro



3,500,000 (three million five hundred thousand), taking into account the Tenderer's commitments for other contracts.

### 3. Experience

Where experience is required for similar works or services, the similarity shall be based on the complexity, methods/technology and/or other characteristics described in the Scope of Project (*Appendix 14 Terms Of Reference*).

Regarding the size of the similar works or services, the successful experience shall accomplish at least:

- one similar work or service of at least 50% of the value of the work or service of the project; or
- similar works or services of at least 200% of the value of the work or service of the project,

that have been satisfactorily completed as a prime contractor, joint venture member, management contractor or subcontractor within the last five years;

Each experience for similar works or services shall be documented using the form given in *Appendix 7 Particular Experience (Form 12)*.

Only for the requirements on experience in road works and design, the qualification and experience of specialised subcontractors proposed by the Tenderer will be considered for evaluation.

The Tenderer shall submit in his tender documentation that proves the following experience:

#### (i) Construction Experience

The Tenderer shall meet the following minimum criteria:

(a) average annual turnover as prime contractor (defined as billing for works in progress and completed) over the last five years of Euro 10,000,000 (ten million), and

(b) successful experience in the execution of

- at least one construction project of a value of Euro 6,300,000 (six point three million), or
- multiple construction projects of a value of Euro 25,200,000 (twenty five point two million),

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



**(ii) Road Works Experience**

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

(a) average annual turnover as prime contractor, joint venture member, management contractor or subcontractor (defined as billing for road works in progress and completed) over the last five years of Euro 2,700,000 (two million seven hundred thousand);

(b) successful experience in the execution of

- at least one road works project of a value of Euro 700,000 (zero point seven million), or
- multiple road works projects of a value of Euro 2,800,000 (two point eight million),

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

**(iii) Operational and Maintenance Experience**

The Tenderer shall meet the following minimum criteria:

(a) operation of a public transport station of a nature and complexity comparable to the proposed project, and

(b) average annual turnover as prime contractor (defined as the total payment received for operating and managing public or private transport services and/or experience of large scale maintenance services by the firm or firms comprising the Tenderer, divided by the number of years) over the last five years of Euro 1,200,000 (one million two hundred thousand) and

(c) successful experience in operating, managing and maintaining of real estate of

- at least one maintenance project with an annual value of Euro 300,000 (zero point three million), or
- multiple maintenance projects of an annual value of Euro 1,200,000 (one point two million),

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

**(iv) Design Experience**

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



(a) average annual turnover as prime contractor, joint venture member, management contractor or subcontractor (defined as billing for engineering design services in progress and completed) over the last 5 (five) years of Euro 200,000 (two hundred thousand);

(b) successful experience as prime contractor, joint venture member, management contractor or subcontractor in the design of

- at least one design project with a value of Euro 175,000 (one hundred seventy five thousand), or
- multiple design projects of a value of Euro 700,000 (seven hundred thousand),

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

#### 4. **Litigation History**

The Tenderer shall submit in his application accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Tenderer or any partner of a joint venture may result in failure of the application.



### Appendix 10 Declaration on the status of law (Form 3)

[Appendix to be completed by the Economic Operator]

Statement of the economic operator participating in the Concession Procedure / PPP that will take place on \_\_\_\_\_ by the contracting authority.

I, the undersigned \_\_\_\_\_ in the quality of \_\_\_\_\_ economic operator \_\_\_\_\_ declares that:

economic operator \_\_\_\_\_ has been convicted for a criminal offense, in accordance with Article 45/1 of the LPP,

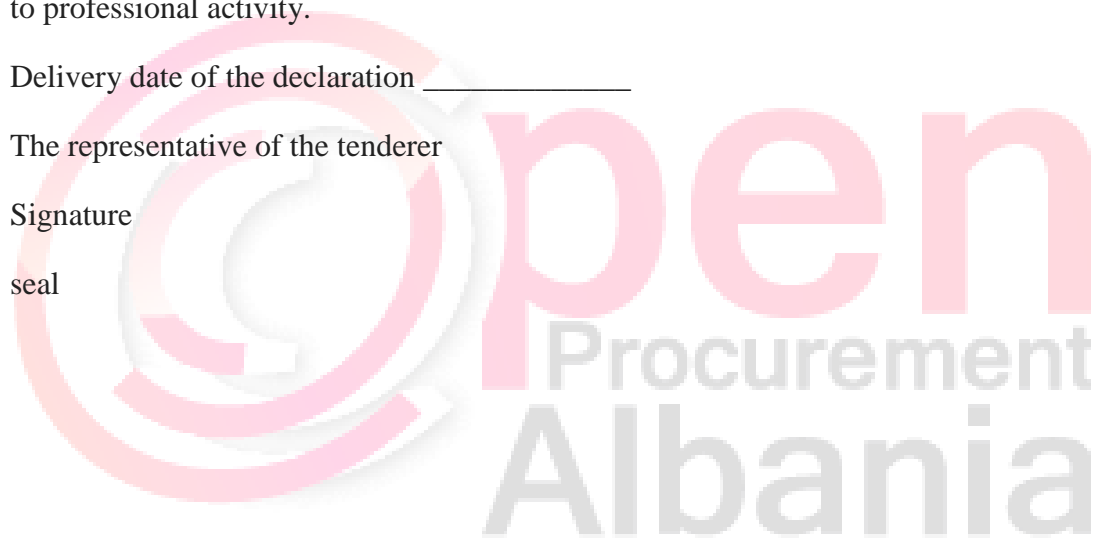
economic operator \_\_\_\_\_ is not sentenced by final court, related to professional activity.

Delivery date of the declaration \_\_\_\_\_

The representative of the tenderer

Signature

seal





## Appendix 11 Evaluation Criteria

### EVALUATION AND ASSESMENT OF TENDERS

The evaluation criteria are as follows:

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



## TECHNICAL CRITERIA

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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



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

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

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

## **FINANCIAL CRITERIA**

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

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

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

where:

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

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

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

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

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

Concession Period has the meaning ascribed to it in Clause 2.2(a) of the Draft Concession / PPP Contract.

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

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

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

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

where:

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

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



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

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

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

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

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

where:

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

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

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

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

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

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

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

where:

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

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

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

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

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

## CONSTRUCTION TIME

***CTC1: Construction Time – maximum 10 points***



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

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

where:

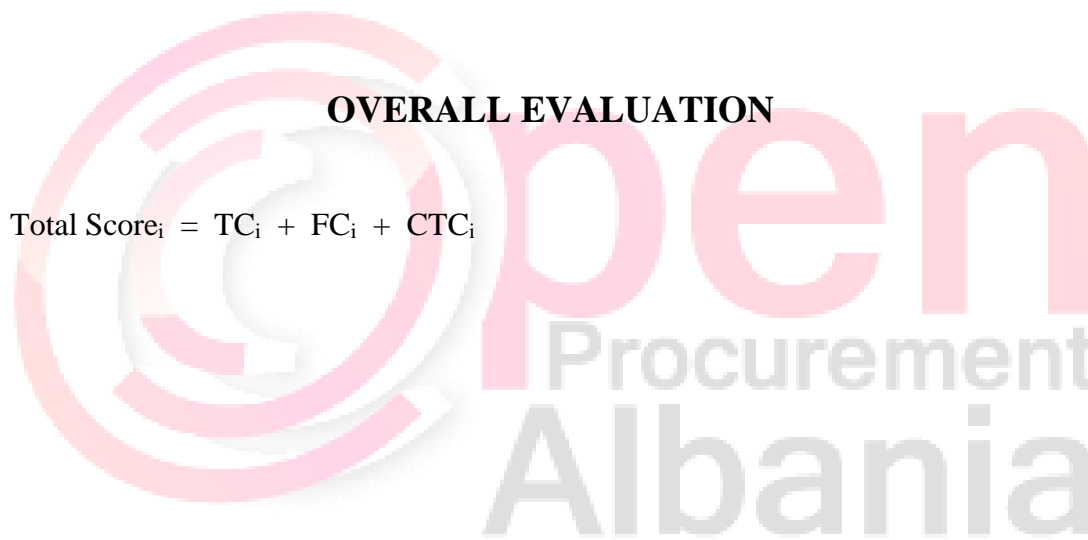
$CTC_i$  = Total Points for the Construction Time (i)

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

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

### OVERALL EVALUATION

$$\text{Total Score}_i = TC_i + FC_i + CTC_i$$





## **Appendix 12 Self-Declarations for Foreign Tenderers (Form 16)**

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

For participating in the procedure for obtaining the concession / PPP for "Design, Construction, Financing, Operation, Maintenance and Transfer of Tirana Public Transport Terminal"

For:

[Date]

[Tenderers name/Lead member of Temporary Union] declare and guarantee that, at the date of this letter [Tenderers name/Lead member of Temporary Union] and each member of the Temporary Union (when applicable)

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

Respectfully,

Signature of Authorized Person

Name and position of signatories

Tenderers name/The head of Temporary Union

Address



## Appendix 13 Technical Specifications

### MINIMUM TECHNICAL REQUIREMENTS

#### 1 Introduction

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

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

A complete list of all uses providing in previous buildings is in the Task 4 of the Project Description also with the reference to buildings' and functions dimensions which will be confirmed from Concessionaire in Terminal design.

#### 2 General design criteria

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

The design of the Terminal must comply with national codes and/or regulations and European codes, also according to international standards, in particular for people with reduced mobility (2008/164/EC: Commission Decision of 21 December 2007 concerning the technical specification of interoperability relating to persons with reduced mobility in the trans-European conventional and high-speed rail system, notified under document C(2007) 6633).

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



### **3 Design Criteria for Travellers' buildings, Foot-bridges.**

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

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

#### **3.1 Structural issues**

The structural design of the whole Terminal must follow the instructions of EuroCodes and local codes as well, both of which are meant to be reference standards.

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

Accordingly, using a steel structure provides longer spans and higher adaptability for what concerns wall and roof cladding.

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

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

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

Design actions like seismic, thermal and fire actions should be taken into account with a specific focus, especially in the structural design of the buildings.

For what concerns earthquake resistance, the design seismic action is expressed in terms of a reference probability of exceeding,  $P_{NCR}$ , in a certain reference period (related to the lifetime of the structure), a Reference return period,  $T_{NCR}$ , and the importance factor  $\gamma I$  (to take into account reliability differentiation). The recommended values shall be at least  $P_{NCR} = 10\%$  and  $T_{NCR} = 949$  years.

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



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

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

### **3.2 Exterior Finishes**

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

The Concessionaire shall use the following exterior finishes:

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

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

In order to minimize solar heat gains, overhangs above windows will help to reduce air conditioning loads (thermal break aluminium profiles, double glazed unit, low-emissivity glass).

The glasses of windows, glass shop windows and railings shall be safety glasses and must comply with UNI EN ISO 12543-2.

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

### **3.3 Interior Finishes**

Public and employee spaces shall be constructed of hard durable surfaces that reduce maintenance, are vandal resistant, and still maintain an attractive appearance.

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

- stone floors (entrance areas, stairs, public corridors, waiting areas);
- fine porcelain stoneware tiles floors (offices, ticket offices, technical rooms, restrooms);





- fine porcelain stoneware tiles coating (restrooms);
- stainless steel and glass shop windows;
- walls plastered and painted (office, ticket office, technical rooms, restrooms);
- stone claddings (entrance areas, stairs);
- aluminium sheets ceilings;
- fire doors (where provided in the fire control plan);
- aluminium doors.

In public areas as well as in non-public areas, ceilings shall have to meet building code requirements or regulations. When suspended ceilings are employed, access to the ceiling space shall be provided.

If gypsum wallboard will be used, it should be backed up with steel frame to prevent puncturing. In restroom areas, partitions shall be constructed of masonry.

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

### **4.1 Structural issues**

See paragraph 3.1.

### **4.2 Exterior Finishes**

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

The Concessionaire shall use the following exterior finishes:

- Metal roofs (aluminium roofing sheet with thermal insulation);
- Metal walls (aluminium facing sheet with thermal insulation);
- strip windows (with insulating glass and aluminium frames).

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

The glasses of windows shall be safety glasses and must comply with UNI EN ISO 12543-2.

### **4.3 Interior Finishes**

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

- walls plastered and painted,



- industrial concrete floor.

## 5 Mechanical Equipment

### 5.1 Heating, ventilating, and air conditioning

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

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

The interior temperature shall be regulated on the basis of the outside temperature subject to the need to maintain suitable working conditions for all staff working in indoor areas and the comfort of all categories of passenger. The HVAC system must be equipped with regulation system zones.

Ventilation can be provided by introducing make-up air into the primary air handling equipment. In food preparation areas, adequate tempered make-up air will be necessary in order to replace exhaust hood air. Restrooms will require independent exhaust air systems.

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

### 5.2 Plumbing

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

Potable water supply to the plumbing fixtures and consumers shall be provided by the Concessionaire through a building water distribution network. Hot water shall be provided with gas boilers or alternatively with non-central electrical heaters.

An internal building sewage system shall be installed by the Concessionaire, to ensure that the sewage can be drained directly into the outside sewer line.

### 5.3 Fire protection / Sprinkler system

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

An adequate number of wall hydrants and fire extinguishers shall be installed by the Concessionaire in the Terminal, located in visually clear and signed areas.

The Concessionaire shall ensure a mechanical smoke exhaust system in the Terminal.



Fire protection systems meet requirements of International Standard NFPA and local technical rules.

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

#### **5.4 Elevators and escalators**

Are provided elevation plants (elevators, escalators and moving walkways) to serve the Terminal, number and size according to the number of people who will host.

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

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

## **6 Power supply**

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

The Concessionaire shall ensure that the stand-by power systems have the size to supply the Terminal during times of primary power loss. The stand-by system shall be designed to provide additional emergency power for lighting in public areas and other essential facilities for the safe operation of the Terminal.

## **7 Electrical Supply**

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

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

## **8 Indoor and outdoor lighting**

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



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For lighting devices shall be used source with high energy efficiency. Where ceiling heights are less than 3.5 m, fluorescent lamps or LED lamp should be used. Where ceiling heights exceed 3.5 m, colour corrected HID lamps should be used.

Waiting Areas	<b>269 lux</b>
Restrooms	<b>323 lux</b>
Ticket Sales	<b>1.076 lux</b>
Ticket Back Office	<b>1.076 lux</b>
Corridors	<b>215 lux</b>
Stairways and Elevators	<b>215 lux</b>
Crew and Locker Rooms	<b>215 lux</b>
Public and Employee Lounges	<b>215 lux</b>
Garage depot	<b>538 lux</b>

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

The Concessionaire shall provide orientation devices to help the terminal users recognise destinations and the paths towards entrances and exits and specific facilities. Orientation help shall be provided by an easily understandable and recognisable system of different light temperatures used to highlight the above mentioned special areas.

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

External building passenger areas shall have a minimum average illumination level of 20 lux measured at floor level, with a minimum value of 10 lux.

Where artificial lighting is required to allow detailed information to be read, these locations shall be highlighted by lighting with a minimum 15 lux increase over that provided in adjacent areas. Such increased lighting shall also have a different colour temperature to that in the adjacent areas.

Emergency lighting shall be in accordance with European or National Rules.

### **8.1 Roads Lighting**

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



Class 1	Type of street and territorial area	lighting category index
E	District urban roads	4

lighting category index	Minimum value of the average maintained luminance	Minimum uniformity		debilitating dazzle index
		$U_{0.1}$	$U_{1.2}$	
	$L_m$	%	%	TI <sub>3)</sub>
4	1,0	40	50	10

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

Street lighting shall be provided by the Concessionaire for:

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

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

a) *Terminal roundabout:*

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

b) *Terminal circulatory road:*

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

c) *Parking lots:*

- Street luminaire and pole 300 W, 10 m high and 50 m spacing  
Such lighting fixtures shall be provided for any two-lane road, as detailed, on one side of the road only.



## **9 Telephone/Intercom systems**

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

## **10 Data and special systems**

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

## **11 Security systems**

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

## **12 Signalling**

Inside the Terminal there will be a signage system for the travellers consisting of one information display for each bus stall (two text lines that indicate timetable, stall number and destination) and two mega screens (100 inches), with characters 5 cm high and visible up to 30 meters, with 60 lines.

## **13 Bus information systems**

Public address systems should be provided to make announcements of bus arrivals and departures. Speakers should be low power types, closely spaced to reduce reverberation. The microphone locations should be at the ticket counter, information counter, and in the boarding areas. Where multiple platforms are constructed, consideration to zoning the PA system to permit targeted announcements should be made.

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



## **14 Utilities**

### **14.1 Water Supply**

The Concessionaire shall be responsible for the provision of water supply to meet demand at the Terminal.

The Concessionaire shall procure adequate supply of potable water for the Terminal and the office accommodation, together with the provision and storage of potable water and sufficient water for firefighting and fire extinguishment and irrigation.

### **14.2 Water Supply System**

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

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

### **14.3 Potable Water System**

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

A booster station shall include (but not be limited to) a clear water balance tank, a control house (including a watch room) and all required mechanical and electrical equipment for operation of the pressure adjustment with spare aggregates for system redundancy. A generator as secondary power supply system with sufficient capacity for the potable water booster station shall be installed.

### **14.4 Waste Water**

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

Under the terminal square there will be a rainwater drainage system, which will disperse the water in the subsoil or will be accumulated before evacuate it in the local sewage network with regulated flow.

The waste water treatment plant shall comply with Applicable Laws and shall be of adequate capacity for the maximum design capacity of the Terminal.

### **14.5 Sewage System**

The sewage system shall be established by the Concessionaire as a complete, separate system for sewage/waste water without surface water drainage connections.



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

#### **14.6 Terminal Sewage Treatment Plant**

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

#### **14.7 Telecommunications**

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

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

### **15.1 Pavement Structure Design Criteria**

The pavement should be engineered using international standards and guidance to ensure consistency throughout the State and provide a pavement structure that will have adequate strength, ride quality, and durability to carry the projected traffic loads for the design life.

The final pavement structure should be based on a thorough investigation of specific project conditions including subgrade soils and structural materials, environmental conditions, projected traffic, cost effectiveness, and the performance of other pavements in the same area or similar climatic and traffic conditions.

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

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

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

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

- Wearing course (also known as surface-course) made of 4cm asphalt concrete;





- Binder course (also known as base-course) made of 8cm asphalt concrete;
- Base (also known as road-base) made of 10cm asphalt concrete;
- Sub-base layer made of 25cm stabilized and compacted aggregates;
- Capping layer made of 20cm unbound sand and gravel.

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

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

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

### **15.3 Parking areas**

Under the parking areas the Concessionaire shall provide a rainwater drainage system, which will disperse the water in the subsoil or will accumulate it. The water, before being evacuated in the local sewage network with regulated flow, will be treated through an oil separator.

### **15.4 Platforms**

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

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

### **15.5 Platform roofs**

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

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

### **15.6 Automatic Access Control**

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

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

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

The Concessionaire shall provide fire and rescue facilities in full compliance with the standards.



The Concessionaire shall design, provide and maintain the firefighting facilities for a rescue and firefighting of the Terminal.

The Concessionaire shall design an Emergency and Evacuation Plan.

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

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

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

The Concessionaire shall ensure that a safety and security officer shall conduct regular audits of the firefighting services at the Terminal, the results of such audits to be provided on request to the relevant State Entity.

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

## **17 Terminal Safety Management System**

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

- Safety documentation relating internal safety procedures.
- Data gathering and reporting system relating to all safety aspects
- Evaluation of Terminal data and determination of trends.
- Recommended safety actions
- Legislation for occupational safety and health law as per EU directives.

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

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

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

## **18 Terminal Maintenance**

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



1. Planned preventative maintenance

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

2. Corrective and emergency maintenance

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

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

Where possible the mean time to repair shall be two hours.

Equipment spares holding shall be subject to reviews to ensure compliance with the above criteria.

**18.1 Terminal inspections and maintenance**

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

**19 Environmental Management**

Environmental Management Plan (**EMP**) for developing projects is usually to provide a logical framework within which identified negative environmental impacts can be mitigated and monitored.

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

1. Air Quality

- Undertake pre-construction monitoring of existing ambient air quality;
- Draft the Air Quality and Dust Management Plan, which should include all duties and responsibilities to minimize dust generation and reduce emissions from activities such as construction, transport and mobility;



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- Ensure that the assessment of technical conditions of vehicles, regarding the effect of air pollution emissions is an integral part of the process of technical inspection of the vehicles, disciplined by respective legislation;
- Ensure that chemicals Fuels, oils, chemicals and stores of other harmful substances shall be stored on an impervious base protected by a bund of a capacity equal to 110% of the storage capacity of the largest tank;
- Monitor ambient air quality at a continuously operating air quality monitoring station to measure ambient air concentrations and determine whether ambient air quality standards are being exceeded;
- Co-work with the municipal traffic authorities (Tirana Traffic Control Centre (TTCC)) to design and develop traffic management and other initiatives to encourage drivers to minimize emissions;
- Design the Fuel station, in strictly compliance with the Code for design and construction of automobile gasoline and gas filling station. The operation of the Fuel station should strictly follow requirements under Safety requirements for Operation at Gas Stations; and
- Introduce an annual air quality monitoring program.

### 2. Water Quality

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

### 3. Noise Reduction

- Draft a detailed Traffic Noise Study, during development of the detailed design to identify and predict traffic noise levels at sensitive receptors and determine the optimum noise abatement measures to achieve compliance with respective standards;
- Set up a noise Monitoring Programme to measure construction noise levels at the closest sensitive receptors as work starts on each new section along the route;
- Ensure that the construction equipment will meet the Albanian and European standards on sound emission of equipment operated outdoors where applicable and relevant;



- Ensure that the avoidance of noise-generating activities at night, and to perform only when essential and in accordance with a special permit obtained for the purpose from the relevant authority;
- Ensure temporary noise barriers at the appropriate places to reduce the noise impacts. These areas should include noisy stationary construction machines and/or areas with sensitive receptors, based on the on-site noise level monitoring results, and
- Communication with the residents living within the potentially impacted areas, and continuous consultations regarding their concerns, difficulties, and suggestions for noise control prior to the commencement of night time construction. These concerns will be responded and suggestions adopted where appropriate.

4. Vibration Reduction

- Perform monitoring of vibration on commencement of relevant activities to ensure the limits for vibration are not exceeded. If they are exceeded measures shall be taken to reduce vibration;
- Identify locations such as schools, hospitals which may contain equipment sensitive to vibration and hold discussions with the relevant institutions to ensure construction is managed to avoid adverse effects on use of the equipment

5. Waste Management

- Develop a Waste Management Plan (WMP) complying with international best practice, EU Waste Framework Directive and relevant Albanian regulation and covering all types of construction waste.
- Establishment of a waste management system generated on construction sites, construction and demolition waste, excavated soil, including the hazardous waste on the bases of best international practice;
- Ensure that documentation for civil works contracts includes specific requirements for soil erosion prevention and definition of contractors' responsibilities.
- Ensure that solid waste is collected and stored on site in accordance with the Waste Management Plan in containers of a suitable size and design to be provided for secure storage and segregation of all wastes.
- Draft a Hazardous Materials Management Plan applicable to all sub-contractors and in compliance with Albanian regulations and EU requirements, and to be approved by Supervision Organization.
- Ensure that selection, storage, use and disposal of hazardous materials shall be strictly controlled during construction in accordance with relevant national



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and EU Directives requirements regarding worker health and safety and environmental protection, and good industry practice.

- Adopt operation measures for all aspects from waste avoidance, reduction, recycling, re-use to waste collection and disposal; and
- Ensure that full records are maintained of the type, quantity, composition, origin, disposal destination and method of transport for all wastes

### 6. Ecology Environment

- Adopt good construction site practice for protection of soils and to follow the Albanian guidelines and avoid excavation and filling in rainy season, and
- Carry out a detailed tree to determine the species, age, height and condition of all trees to be felled and this information will be used to plan replacement planting.

### 7. Risks from Earthquake

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

### 8. Emergency Planning and Response

- Prepare and Emergency Preparedness and Response Plan for operation of the terminal to address all foreseeable incidents including fire, explosion, road accidents, earthquake, and other threats. The plan shall consider restrictions on materials e.g. explosives, gases etc..
- Prepare the plan in consultation with the local emergency services, and include the plans to prevent, prepare for and respond to emergencies affecting road users (vehicles and pedestrians) and the community. All necessary information shall be conveyed to road users and the wider community; and
- Undertake a road safety audit by qualified independent 3<sup>rd</sup> party. The Operations Building shall be designed to include a room for the emergency team and associated equipment.

### 9. Environmental Operation and Supervision Manual

- Preparation of an environmental operation and supervision manual by the contractors for approval by the MoT.



10. Complaint and Information Office

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

11. Utility relocation

- Make full preparations and elaborate surveys in cooperation with the relevant departments;
- Traffic management schemes should be established; potential emergencies and mitigation should be examined.

12. Information disclosure and consultation

- Develop a route-wide public information and education scheme to inform the local community as part of the SEP (Stakeholder Engagement Plan).
- Conduct public consultations with local residents to inform them about project activities and obtain comments. Temporary access roads should be constructed before block the construction roads.
- Information boards, construction timetable, feedback and complaint hotlines should be installed at the construction sites.

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

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

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

16. Development of a legal register for permits and approvals of operational, environmental and architectural/design relevance.

17. Promotion of environmental awareness among the public at large

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

The realisation and implementation of the environmental management plan should be in compliance with the domestic regulatory requirements, international requirements, international best practice, and Lenders Requirements.



## Appendix 14 Terms Of Reference

### SCOPE OF PROJECT

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

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

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

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

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





## Appendix 15 Notification of Disqualification Form

[*Venue and date*]

[*Name and address of the Contracting Authority*]

[*Tenderer's address*]

Dear Ms./Mr. (name of contact person)

I thank you for your participation in the above mentioned concession or public private partnership procedure. The procedure was in line with law on Public Procurement, no.125/2013 "On concessions and public private partnership" and DCM no. 575, dated 10.7.2013 "On the adoption of rules for the evaluation and granting in concession/public private partnership (PPP)".

After having dutifully reviewed the file of your application, in line with the terms and requirements, we regret to inform you that your application was disqualified due to the following reason(s) [mark the appropriate box]:

[*Your subject*]

- Participated in the preparation of the contract notification, or tendering documents, or part of it that were used by the Contracting Authority;
- Received illicit assistance in the preparation of the contract notification or tendering documents, or a part of it

[*Your subject*]

- Has been deemed by a competent court to have conducted a criminal or civil violation, including corruptive practice, money laundering, criminal organization in terms of legislation or rules applicable in the country (Albania), or according to international agreements and conventions;
- Has occurred an action of cheating or an action of equal magnitude as ruled by a court with competent jurisdiction;
- Is being criminally persecuted for one of the criminal acts stipulated in article 45 of Law no.9643, dated 20.11.2006 "On public procurement";
- Has gone bankrupt, the activity is under the administration of a court, in compliance with article 45 of law no.9643, dated 20.11.2006 "On public procurement".
- Is on the point of declaring bankruptcy, according to a liquidation order or under administration by the court, or according to an agreement with creditors, or according to similar procedures, in line with public procurement rules;
- Has been issued a final verdict for acts related to professional activity;



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- Has not paid social insurance contribution, in line with the Albanian legislation, and provisions in force in the country of origin;
- Has not paid the tax duties, in line with the Albanian legislation or with the provisions in force in the country of origin;

You failed to submit:

- Required certificates or other documents that prove that you are not in the conditions/terms placed by the public procurement rules;
- A certificate, a document or other pieces of paper suffice to be requested by the Contracting Authority, with the view of verifying your professional suitability;
- Sufficient documents, as described in the public procurement rules that indicate that the Tenderer meets the requirements for minimal financial, technical and professional capacities specified in the tendering documents or in the contract announcement;
- The Contracting Authority has determined that you have submitted documents containing false information, for qualification purposes;
- Your application [*does not respond to the application requirements*] [*is irregular*];
- (any other cause in addition to the above mentioned)

Grounds/argumentation

[*You have been disqualified*] [*Your application was rejected*] due to the following reasons:

[*Write down in detail the reasons for the disqualification or application refusal*]

---

If you deem, that the Contracting Authority has acted in violation of Law no.125/2013 "On concessions and public private partnership" and DCM 575, dated 10.7.2013 "On approval of rules for the evaluation and granting on concession/public private partnership". During the concession/public private partnership procedure, you enjoy the right to initiate a review procedure, as provided for in the Law on "Concessions and public private partnership".

Even though we did not avail ourselves of your services in this case, we believe that you will continue to remain interested in our concession/public private initiatives.

Respectfully

< Name >



## Appendix 16 Tender Admission Notification Form

[Annex to be completed by the Contracting Authority]

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

To: [Name and address of the Successful Tenderer]

Type of concession/public private partnership procedure

Brief contract description: [Quantity or purpose and contract duration]

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

We notify you that the following Tenderers participated in the tendering, with the following tenders:

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

The following Tenderers were disqualified:

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

Due to the following reasons:

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

\* \* \*

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

Contract negotiation deadline will be [date].

[Successful Tenderer's name] is required to submit to [the Contracting Authority] the following documents:

- A copy of the form notifying the Concession / Public Private Partnership Contract signed.
- Performance Security and Bank Financial Guarantee in the form required in the tender documents. They must be submitted no later than at the time of signing the contract by both parties.



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- bank document certifying the payment of the costs of publication committed and specialized consultancy costs (if any). This payment shall be made before the start of negotiations.

In case of withdrawal from the procedure, you should notify your withdrawal in writing.

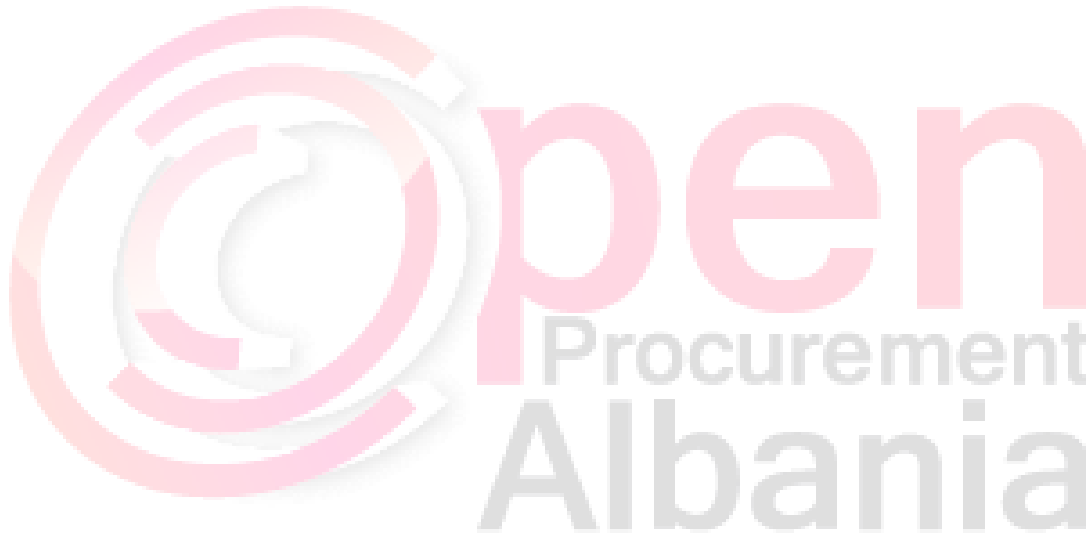
..... Contracting Authority

Notification of classification on \_\_\_\_\_

Claims/complaints: if any \_\_\_\_\_

Were addressed on \_\_\_\_\_

[*Head of the Contracting Authority*]





## **Appendix 17 General Conditions of the Contract**

The draft contract conditions are described in the "Draft Concession / PPP Contract" that includes the Concession / PPP Contract Forms and the Bank Financial Guarantee.

The "Draft Concession / PPP Contract" is a separate document that can be obtained as described at SECTION V par. V.2.

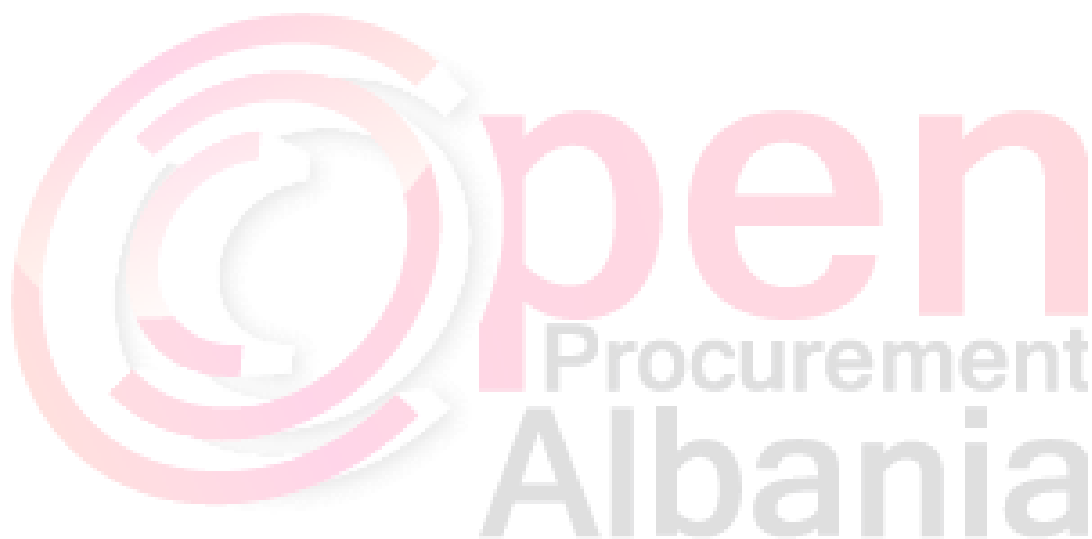




## **Appendix 18 Special Conditions of the Contract**

The draft contract conditions are described in the "Draft Concession / PPP Contract" that includes the Concession / PPP Contract Forms, the Performance Security Form and the Bank Financial Guarantee Form.

The "Draft Concession / PPP Contract" is a separate document that can be obtained as described at SECTION V par. V.2.

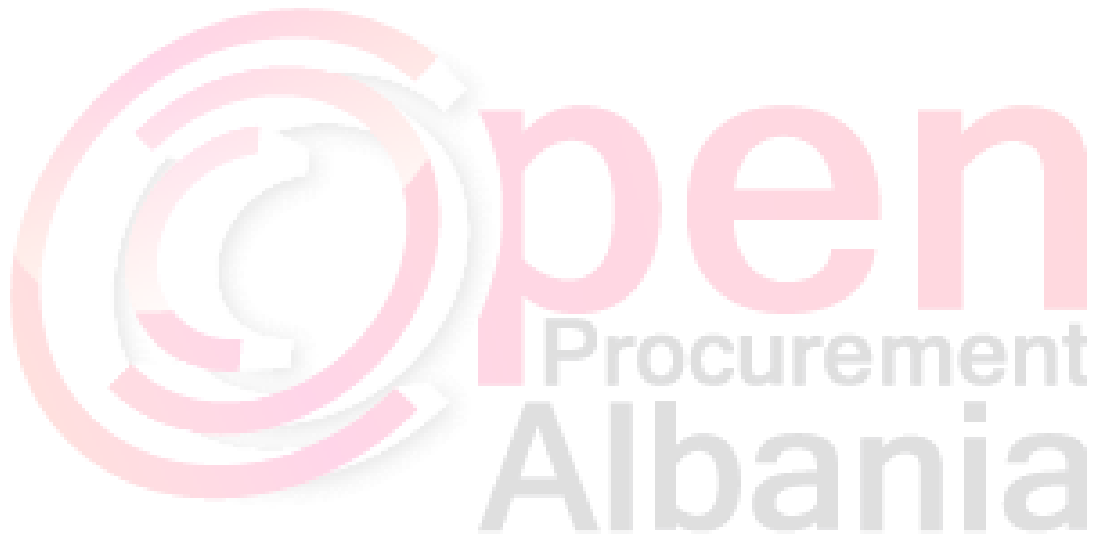




## **Appendix 19 Performance Security Form**

The Performance Security Form is part of the "Draft Concession / PPP Contract" that includes the Concession / PPP Contract Forms, the Performance Security Form and the Bank Financial Guarantee Form.

The "Draft Concession / PPP Contract" is a separate document that can be obtained as described at SECTION V par. V.2.





## Appendix 20 Form of publication of the contract award notice

### Section I Contracting Authority

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Tel/fax \_\_\_\_\_

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

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

#### 1.2 Type of contracting authority and main activities:

Central Institution   Independent Institution   Local Government Units   Other

0

0

X

0

### Section II Subject of the Contract

\_\_\_\_\_

### Section III Procedure

#### III.1 Type of procedure:

Open

Restricted

Negotiated with the prior

#### III.2 Number of tenders submitted:

Number of regular tendering:

### Section IV Information on the contract

IV.1 Number of the Contract: \_\_\_\_\_

Date of the Contract:   /   /

#### IV.2 Name and address of the contractor

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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





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

IV.3 Total value

Value \_\_\_\_\_ (no VAT)                      Currency \_\_\_\_\_

IV.4 Additional information (if there is)

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

Date of dispatch of this notice

\_\_ / \_\_ / \_\_





## Appendix 21 Complaint form to the Contracting Authority

Complaint addressed to: The Contracting Authority

### Section I. Identification of the complainant

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

---

Full name of the complainant (please type)

---

Address

---

City

Country

Postal Code/ Zip Code

---

Telephone number  
(including the zone Prefix)

Fax No.  
(Including the area prefix)

---

E-mail

---

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

---

Signature of the authorized officer

Date (year/month/day)

---

Telephone (Including the area prefix)

Fax No. (Including the area prefix)

### Section II. Information for the Procedure

#### 1. Identification Number

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



2. The Contracting Authority

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

---

3. The Calculated Value of the Concession/PPP

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

---

4. Subject of the Contract

Brief description of the work /services to be purchased.

---

5. Deadline for submitting the tender

Deadline for the submission of tenders.

---

Date (year/month/day)

6. Designation Date for Winning Contract

---

Date (year/month/day)if applied

Section III. Designation of the appeal

1. Legal Grounds

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

3. Appendices list

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

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



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

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

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

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

Yes  No

2. The Contracting Authority where is done the objection.

The Name of Contracting Authority

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

3. The nature of the required Corrective measure

What Corrective measure do you want?

4. The list

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

Send the completed form of complaint for the competition, all the necessary appendices and some additional copies to: The respective Authority according to law nr. 125/2013 ‘‘On concessions and Public Private Partnership’’

Fax number:

E-mail:

Signature and the Seal of the complainant

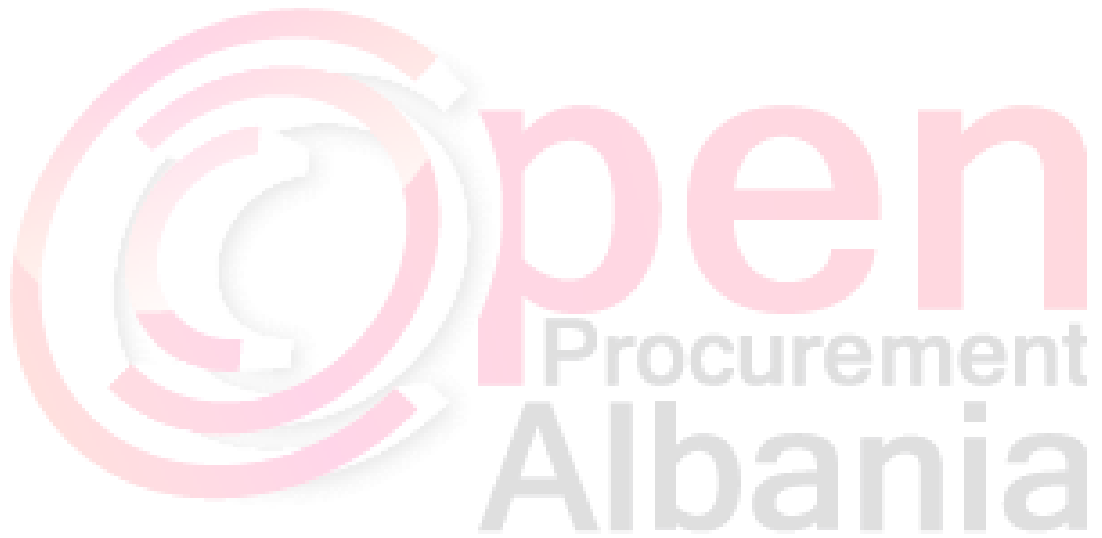
Note: For the complaints addressed to the Public Procurement Commission you should refer to the Complaint Form brought forth by this institution.

Fax number:

E-mail:



Signature and the Seal of the complainant





## Appendix 22 Power of Attorney (Form 1)

[Appendix to be submitted by the economic operator]

On this [date] day of [month], before me Public Notary, with office in [address], the undersigned Mr./Ms. [Name], in his/her capacity as [Title], [Nationality] citizen, holder of Passport and/or ID no. [number], issued from [Issuing Authority], residing at [address], BY THIS POWER OF ATTORNEY and the schedule attached hereto (the "Schedule") the [corporation / entity] described in the Schedule as the "GRANTOR" hereby appoints the person described in the Schedule as the "Attorney" as its true and lawful attorney for it, and in its name, to:

- a) execute under hand, or under seal, and deliver in the place set out in the Schedule the document or documents described therein as the "Documents";
- b) do all acts, deeds and things as are necessary or required in connection with the Grantor's Prequalification Application and the tender for "Design, Construction, Financing, Operation, Maintenance and Transfer of a new public transport terminal in the City of Tirana" (hereinafter referred to as the "Project") proposed by the Municipality of Tirana (hereinafter referred to as "MoT");
- c) deliver and receive any document or instrument in relation to the Documents; and
- d) deal with MoT in all matters in connection with or related to or arising out of the Grantor's Prequalification Application and/or tender for the Project.
- e) do all things necessary and incidental in respect of the matters set out in (a) – (e) herein including to do, execute and perform any other deed, matter act or thing which in the opinion of the Attorney ought to be done executed or performed to perfect or otherwise give effect to the Documents.

AND THE GRANTOR DECLARES THAT:

1. The powers and authorities hereby given shall remain in full force and effect until their revocation by written notice to the Attorney and MoT.
2. The Grantor will, from time to time and at all times, ratify and confirm whatever the Attorney lawfully does or causes to be done pursuant to this Power of Attorney, and will indemnify and keep the Attorney indemnified against all claims, demands, costs, damages, losses and expenses, however arising (including from the form, sufficiency, accuracy, genuineness, falsification or legal effect of the Documents), consequent upon the lawful exercise of all or any of the powers or authorities hereby granted.
3. The Grantor will forthwith upon execution and delivery of this Power of Attorney, properly register this Power of Attorney if required by any applicable law.



**SCHEDULE TO THE POWER OF ATTORNEY**

- A. Dated: *[insert date of execution]*
- B. The Grantor: *[Interested Tenderer / Joint Venture member]*
- C. The Attorney: *[Name of representative of Lead Member]*
  
- D. Place in which documents are to be executed and delivered: *[Municipality of Tirana]*
  
- E. Documents: *[insert list all documents relating to the Grantor's Prequalification Application and, if qualified, the tender documents of the Tirana Public Transport Terminal project].*

IN WITNESS WHEREOF the GRANTOR has executed this Power of Attorney [under seal] on the date set out above.

[SEAL]

*[Name / Title of Grantor representative]*



## Appendix 23 General Information (Form 2)

[Appendix to be submitted by the economic operator]

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

Where the Tenderer proposes to use specialised subcontractors for critical components of the works or services, the following information shall also be supplied for the specialist subcontractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Email
5.	Place of incorporation / registration	Year of incorporation / registration





**Appendix 24 General Construction Experience (Form 8)**

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

Name of Tenderer or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied shall be the annual turnover of the Tenderer (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed, converted into Euros, at the rate of exchange at the end of the period reported.

Use a separate sheet for each partner of a joint venture.

Tenderers are not required to enclose testimonials, certificates and publicity material with their tenders.

Annual turnover data (construction only)

Year	Turnover	Euro equivalent
1.		
2.		
3.		
4.		
5.		
Five year average		



### Joint Venture Summary (Form 8A)

Names of all partners of a joint venture

1. Lead partner

2. Partner

3. Partner

4. Partner

5. Partner

Total value of annual construction turnover, in terms of work billed to clients, in euro equivalent, converted at the rate of exchange at the end of the period reported:

Annual turnover data (construction only; euro equivalent)

Partner	Year 1	Year 2	Year 3	Year 4	Year 5	Five year average
1. Lead partner						
2.Partner						
3.Partner						
4.Partner						
5.Partner						
Totals						



**Appendix 25 General Road Construction Experience (Form 9)**

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

Name of Tenderer or partner of a joint venture or specialised subcontractor

All individual firms / partners of a joint venture / specialised subcontractors with experience in the execution of road works are requested to complete the information in this form. The information supplied shall be the annual turnover of the Tenderer (or each member of a joint venture or specialised subcontractor), in terms of the amounts billed to clients for each year for work in progress or completed, converted into Euros, at the rate of exchange at the end of the period reported for the construction of roads.

Use a separate sheet for each partner of a joint venture with experience in road works.

Tenderers are not required to enclose testimonials, certificates and publicity material with their tenders.

Annual turnover data (construction of roads only)

Year	Turnover	Euro equivalent
1.		
2.		
3.		
4.		
5.		
Five year average		



## Appendix 26 General Transport Services Experience (Form 10)

[Appendix to be submitted by the economic operator]

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Name of Tenderer or partner of a joint venture

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All individual firms / partners of a joint venture with experience in operating and managing public or private Transport Services are requested to complete the information in this form. The information supplied shall be the annual turnover of the Tenderer (or each member of a joint venture or specialised subcontractor), in terms of the amounts billed to clients for each year, converted into Euros, at the rate of exchange at the end of the period reported for the execution of operating and managing public or private Transport Services.

Use a separate sheet for each partner of a joint venture with experience in operating and managing public or private Transport Services.

Tenderers are not required to enclose testimonials, certificates and publicity material with their tenders.

---

Annual turnover data (operating and managing public or private Transport Services only)

Year	Turnover	Euro equivalent
1.		
2.		
3.		
4.		
5.		
Five year average		



**Appendix 27 General Design Experience (Form 11)**

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

Name of Tenderer or partner of a joint venture or specialised subcontractor

All individual firms / partners of a joint venture / specialised subcontractors with experience in engineering design are requested to complete the information in this form. The information supplied shall be the annual turnover of the Tenderer (or each member of a joint venture or specialised subcontractor), in terms of the amounts billed to clients for each year for work in progress or completed, converted into Euros, at the rate of exchange at the end of the period reported for the execution of engineering design.

Use a separate sheet for each partner of a joint venture with experience in engineering design.

Tenderers are not required to enclose testimonials, certificates and publicity material with their tenders.

Annual turnover data (engineering design only)		
Year	Turnover	Euro equivalent
1.		
2.		
3.		
4.		
5.		
Five year average		



**Appendix 28 Summary Sheet: Current Contract Commitments  
(Form 13)**

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

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Name of Tenderer or partner of a joint venture

---

Tenderers and each partner to an application shall provide information on their current commitments under all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Value of outstanding work / service (current euro equivalent)	Estimated completion date
1.		
2.		
3.		
4.		
5.		
6.		



**Appendix 29 Financial Capability (Form 7)**

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

Name of Tenderer or partner of a joint venture

Tenderers, including each partner of a joint venture, shall provide financial information to demonstrate that they meet the requirements stated in Appendix 9 . Each Tenderer or partner of a joint venture must complete this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets shall be attached.

<b>Banker</b>	<b>Name of banker</b>	
	<b>Address of banker</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Email</b>

Summarise assets and liabilities in euro equivalent (at the rates of exchange current at the end of each year) for the previous five years. Based upon known commitments, summarise projected assets and liabilities in euro equivalent for the next two years, unless the withholding of such information is justified by the Tenderer to the satisfaction of the Contracting Authority.



## Tirana Public Transport Terminal – Tender Notice

Financial information in euro equivalent	Actual: previous five years					Projected: next two years	
	1.	2.	3.	4.	5.	6.	7.
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments specified in *Appendix 9* .





Source of financing	Amount (euro equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for the individual Tenderer or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by an accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.



### Appendix 30 Litigation History (Form 14)

[Appendix to be submitted by the economic operator]

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Name of Tenderer or partner of a joint venture

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Tenderers, including each of the partners of a joint venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet shall be completed for each partner of a joint venture.

Year	Award FOR or AGAINST Tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value, euro equivalent)



## Appendix 31 General Qualification documents (Form 6)

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

Tenderers, including each of the partners of a joint venture, shall provide the documentation required in *Appendix 9 Evidence of Qualification / Participation Form* on admissibility and legal status:

- a) Company/Tax Registration Number;
- b) Certificate of professional or trade registration / extract copy about the history of the company;
- c) Document proving not to be under a process of bankruptcy;
- d) Document certifying not been convicted of a criminal offense, in accordance with Article 45/1 of the Law on Public Procurement, issued by the National Registration Center;
- e) Document certifying not been convicted by a court decision that the shape of the cut, which relates to professional activity, issued by the National Registration Center;
- f) Document certifying that the capital / assets are not judicial bailiff or there is a seizure warrant issued by the Office of Enforcement in the city of residency, issued by the National Registration Center;
- g) Document certifying that have been completed fiscal obligations, issued by the Tax Administration;
- h) Document certifying that have been paid all social insurance obligations, issued by the Tax Administration;
- i) Certificate confirming the payment of all obligations maturing electricity energy contracts;
- j) ISO 9001:2008 certificate(s);
- k) ISO 14001:2004 certificate(s);
- l) OHSAS 18001:2007 certificate(s);
- m) ISO 50001:2011 certificate;
- n) Company Construction Licenses;
- o) Curriculum Vitae of Environmental Impact Assessment Expert with License III.2;



## Appendix 32 Technical Proposal Form (Form 17)

[Appendix to be submitted by the economic operator]

For the purposes of evaluation of TC1 through TC4 as described in *Appendix 11 Evaluation Criteria*, the project must be presented with enough detail to allow the Evaluation Committee to understand its principal features following the structure indicated below.

The Tenderer is required to present a clear and concise technical description of the project he proposes to realize. This description will respect the Conceptual Design included in the Project Description and all the constraints listed in the Minimum Technical Requirements *Appendix 13 Technical Specifications* and will include:

- (a) A Summary Table, showing the proposed project's principal features;
- (b) No more than fifty pages of text explaining the project;
- (c) Sketches and drawings indicating the sizes, positions and configuration of the project components;
- (d) An implementation time schedule in bar chart format.

– o – o – o – o – o – o – o –

(a) The project Summary Table will contain at least the following data:

### I.1 Site Organization

### I.2 Method Statement

### I.3 Conformity of the Project

Documentary evidence establishing that the project to be implemented by the Tenderer in its tender conforms to the tender documents);

– o – o – o – o – o – o – o –

(b) Proposals shall be accompanied by a clear and concise text, explaining the project's design features, and the reasoning behind the technical solutions adopted. The text will have the following structure:

## II.1 Project Design

### II.1.1 Preliminary Design Report

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

- Description and specification of the materials that will be used for the finishing of the buildings and the areas of the terminal.
- Installations to increase the comfort of the travellers like escalators and elevators;



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

### **II.1.2 Report on Operational Efficiency;**

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

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

### **II.1.3 Report on compliance with environmental standards;**

### **II.2 Business plan**

The Business Plan shall show Cost and Revenue Analysis and Estimate of Recurring Costs including an Investment Plan, Profit & Loss statement, Cash Flow statement and sensitivity analysis;

### **II.3 Implementation Schedule**

The Implementation Schedule shall indicate the time allowed for field investigations, detailed project design, execution of the construction including manufacture, delivery and installation of technical facilities.

The length of the construction period and the time to the start of the operation of the terminal must be in line with the period offered in the financial tender.

### **II.4 Quality of services and measures to ensure their continuity**

Tenderers shall submit their Major Maintenance Program and Specific Maintenance Programs for the buildings and technical installations as well as other measures to ensure the good order of the facilities until the expiry of the concession period. The report on quality of services shall indicate their guaranteed availability, their relative performance indicators and Main Time to Repair.

## **III Information systems**

The Tenderer shall describe the information systems for passengers on arrival and departure of busses and for users of the parking site about availability and access to



parking, their technical robustness, the content of the information proposed, the diffusion of the information panels within the terminal and the availability of the information via internet.

#### **IV Environmental and Social Acceptability**

##### **IV.1 Internal security of the area and the buildings**

The Tenderer shall describe his proposal to increase internal security of the area and the buildings through systems such as access control, cameras, possibility to use mobile phones at any place within the terminal, security services (number of persons, shifts), etc.

##### **IV.2 Innovative techniques in the field of energy saving**

The Tenderer shall describe his proposal for innovative techniques in the field of energy saving and compliance with environmental standards.

##### **IV.3 Reduction of impact on local traffic**

The Tenderer shall describe his proposal to reduce, during the construction activities, the involvement of ordinary roads and impact on local traffic;

– o – o – o – o – o – o –

(c) The Tenderers shall provide a reasonable number of drawings to visualize the project implementation, together with a brief explanation of its characteristics and of the reasoning behind the design choices made. Indicatively, this set of drawings would include at least:

- A site location map;
- An overall plan of the project, indicating the position of its principal components.

– o – o – o – o – o – o –

(d) The implementation time schedule will also be delivered in bar chart format and shall include at least:

- Effective Date ( $t_0$ )
- Completion of Detailed Design
- Start of Construction Works
- Completion of Construction Works
- Start of Terminal Operation



### **Appendix 33 Financial Tender Form (Form 18)**

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

Re: Design, construction, financing, operation, maintenance and transfer of the Tirana Public Transport Terminal

Ladies and/or Gentlemen,

After having carefully examined the tender documents and prepared our project proposal, we propose as part of our Financial Tender:

- (a) a Concession Period, as defined in Clause 2.2(a) of the Draft Concession / PPP Contract of .... months (in letters: ..... months),
- (b) a Concession Fee, as defined in Clause 16.1 of the Draft Concession / PPP Contract of .... % (in letters: ..... per cent),
- (c) a discount on the Terminal Charges, as defined in Clause 15.1 of the Draft Concession / PPP Contract, of .... % (in letters: ..... per cent) and
- (d) a Profit Sharing, as defined in Clause 13.3 of the Draft Concession / PPP Contract of .... % (in letters: ..... per cent) of the revenue.

*[indicate the values in ciphers and letters. In case of discrepancy, the value expressed in letters will prevail]*

Dated this \_\_\_\_\_ 2016

*[signature]*

*[name of the Tenderer]*



## Appendix 34 Construction Time Form (Form 19)

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

Re: Design, construction, financing, operation, maintenance and transfer of the Tirana Public Transport Terminal

Ladies and/or Gentlemen,

After having carefully examined the tender documents and prepared our project proposal, we propose as part of our Financial Tender a Construction Period, defined as the period from the “Effective Date” to the “Terminal Opening Date” (as defined in the Draft Concession / PPP Contract), of .... days (in letters: ..... days).

*[indicate the number of days in ciphers and letters. In case of discrepancy, the value expressed in letters will prevail]*

Dated this \_\_\_\_\_ 2016

*[signature]*

*[name of the Tenderer]*





## Appendix 35 Confidentiality Agreement

### Municipality of Tirana

Sheshi Skenderbej, 1000 Tirane

Albania

[*email address of the authorized person*][@tirana.gov.al](mailto:)

[*insert date*]

**Reference: Design, financing, construction, operation, maintenance and transfer of Tirana Public Transport Terminal**

**To: [Name and address of the Prequalified Bidder]**

Dear Ladies and/or Gentlemen,

The Municipality of Tirana in the Republic of Albania (the “**Contracting Authority**” and/or “**MoT**”) invites tenderers to tender for the concession, with the system of project financing, of the detailed design and execution of the construction of a new public transport terminal, its ordinary and extraordinary maintenance as well as the subsequent management of the Tirana public transport terminal (the “**Project**”). The Project will be structured on the basis of a DBFOT-type concession contract between the Contracting Authority and the Successful Tenderer (the “**Concession Contract**”). You have expressed your interest in this Project by acquiring these Instruction to Tenderers that comprises a Confidentiality Agreement.

Please acknowledge your entry into the Confidentiality Agreement by duly signing the enclosed copy of this Agreement and returning it by fax or email to MoT’s address.



## 1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement:

“Advisors” means any lawyers, finance experts, technicians, engineers or any other specialised professional who will be consulted by and advice MoT during the Tender Process, negotiation of Concession Contract, and at any occasion as requested by MoT, in relation to the Project.

“**Information**” means any information relating to MoT or the Project that is obtained, whether before or after the date of this Agreement, either in writing or orally or in a visual or electronic form and whether directly or indirectly from or pursuant to discussions with the Protected Person or any of its Advisors. It includes, without limitation, all information to you in relation to the Project;

“**MoT**” means Municipality of Tirana;

“**Protected Person**” means MoT;

“**Representative**” means any directors, officers, employees, agents and advisors (including, without limitation, financial advisors, legal counsels and accountants) of a party to this Agreement.

In this Agreement, a reference to a person includes a reference to a corporate body, association or partnership.

## 2. USE OF THE INFORMATION

2.1 You shall treat all Information as confidential in accordance with this Agreement.

2.2 You may use the Information only for your assessment of the Project and during negotiations regarding the Project but for no other purpose.

2.3 You shall treat as confidential any document, disk or other media containing or reflecting or, which are generated from, any Information.



### **3. DISCLOSURE OF THE INFORMATION**

3.1 You may only disclose the Information to those of your Representatives who are directly involved with your assessment of the Project or the negotiations regarding the Project and whose knowledge of the Information is essential for these purposes. You shall take all actions to stop the disclosure of any Information to any other person.

3.2 You shall ensure that each person to whom disclosure of any Information is made pursuant to Section 3.1 enters into a written undertaking in a form approved by MoT agreeing to keep such Information confidential before any Information is disclosed to them.

3.3 You may only make sufficient copies of that Information that you have been provided with for the persons mentioned in Section 3.1. You shall mark as confidential any document, disk or other media containing or reflecting or, which are generated from, any Information.

### **4. ANNOUNCEMENTS**

4.1 Unless Section 4.2 applies, you shall not disclose to any person (except to those mentioned in Section 3.1) or announce any Information or, any of the terms or other facts relating to the Project without the prior written consent of MoT.

4.2 Where you reasonably determine that a disclosure or announcement of the type mentioned in Section 4.1 is required by law or regulation or by any public authority with relevant powers, the disclosure or announcement shall be made by you after consulting MoT and after taking into account MoT's requirements as to its timing, content and manner of making the disclosure.

### **5. ACTION UPON TERMINATION OF NEGOTIATIONS**

If your negotiations regarding the Project are terminated or, at any time upon request by MoT, you shall:

- destroy all Information and any copies of any document, disk or other media containing or reflecting or generated from any Information;
- notwithstanding the provisions of Section 3.1, not use or disclose to any person any Information; and
- use your best efforts to prevent the disclosure of any Information.



## 6. GENERAL AGREEMENTS

6.1 No right or license is granted to you or your advisers in relation to any Information except as expressly set out in this Agreement.

6.2 MoT nor any of their Representatives accept any responsibility for and make no representation or warranty, express or implied, as to the truth, accuracy, completeness or reasonableness of any Information. MoT (and any of their Representatives) shall not be liable to you or any other person in respect of any Information or its use. MoT is obliged to update any Information or to correct any inaccuracies in any Information.

6.3 Neither the provision of any Information nor the discussions, negotiations or any other matter relating to the Project constitutes an offer by MoT or on its behalf, nor will they form the basis of any such agreement, except as expressly provided for in a definitive written concession contract for the **design, financing, construction, operation, maintenance and transfer of Tirana Public Transport Terminal** (if and when duly signed). MoT may conduct negotiations regarding the Project at the same time with persons other than you. MoT may at any time terminate negotiations with you.

6.4 You are responsible for making your own decision on the Information delivered to you.

6.5 MoT is entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by you.

6.6 Without prejudice to Section 6.5, you will indemnify MoT on demand against each loss, liability and cost which MoT incurred as a result of any breach by you or by any of your Representatives of the provisions of this Agreement (including, without limitation, each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability).

6.7 The failure to exercise or delay in exercising a right or remedy provided by this Agreement, by law or in equity does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement, by law or in equity prevents further exercise of the right or remedy or the exercise of another right or remedy available to the MoT, whether contractual, equitable, proprietary or otherwise.



## **7. EXCEPTIONS**

This Agreement does not apply to any Information which:

- (i) at the date of disclosure to you or your Representatives is publicly known or at any time after that date becomes publicly known (other than by breach of this Agreement by you or your Representatives);
- (ii) was not obtained directly or indirectly from you, MoT or, any of its Representatives and which was lawfully in your or your advisers' possession before the date of disclosure pursuant to this Agreement, as evidenced by your or your advisers' written records;
- (iii) was independently developed by you without making use of any Information or other information that MoT might have disclosed in confidence to any third party; or
- (iv) is lawfully obtained by you from a third party who is not in breach of any obligation to MoT or any other party with respect thereto.

## **8. GOVERNING LAW AND JURISDICTION**

8.1 This Agreement is governed by, and shall be construed in accordance with the laws of the Republic of Albania.

8.2 The courts of the Republic of Albania have exclusive jurisdiction to hear and decide any suit, action or proceedings, which may arise out of or in connection with this Agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the Republic of Albania.

8.3 Each party irrevocably waives any objection which it might have at any time to the courts of the Republic of Albania being nominated as the forum to hear and decide any action or proceedings and agrees not to claim that the courts of the Republic of Albania are not a convenient or appropriate forum.

## **9. DURATION**

9.1 This Agreement is to continue for two years after the signing of this Agreement, unless you are designated as the Successful Tenderer and duly sign the Concession Contract, in which event this Agreement will lapse (without prejudice to your then accrued liabilities).

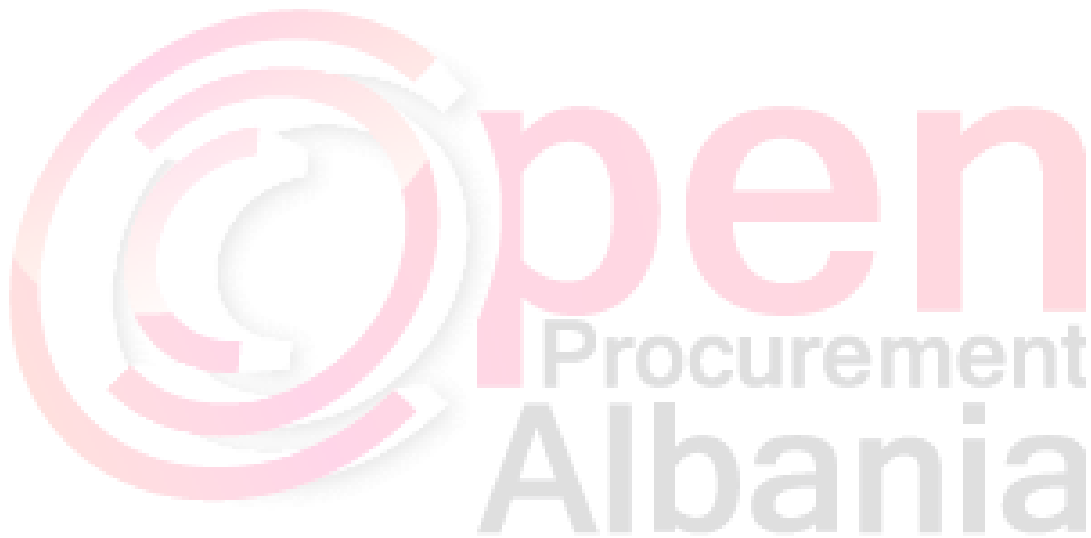


## Tirana Public Transport Terminal – Tender Notice

We hereby acknowledge and agree to the terms and conditions of this Agreement.

Signed on [ ● ]

By: \_\_\_\_\_





**CONFIDENTIALITY STATEMENT**

***Design, financing, construction, operation, maintenance and transfer of  
Tirana Public Transport Terminal***

The undersigned hereby acknowledges that he/she:

- (i) is aware of the Confidentiality Agreement duly signed by **[name of the Tenderer]**; and
- (ii) accepts to keep confidential all Information obtained from MoT in the course of the Project and not to disclose such Information to any person or entity, other than those representing **[name of the Tenderer]**, in connection with the Project in accordance with the Confidentiality Agreement.

[insert name of place and date]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name in block letters]

[signature]

[name of the Tenderer]