



REPUBLIC OF ALBANIA
MINISTRY OF ECONOMIC DEVELOPMENT,
TOURISM, TRADE AND ENTREPRENEURSHIP

APPROVED BY

MINISTER

MILVA EKONOMI

**DOCUMENTS OF THE SELECTION COMPETITIVE
PROCEDURE FOR THE TECHNOLOGICAL AND ECONOMIC
DEVELOPMENT AREA, SPITALLË, DURRËS**

Annex no. 1

CONTRACT NOTICE

1. Responsible Institution

Name and address of the Responsible Institution

Name Ministry of Economic Development, Tourism, Trade and Entrepreneurship
Address Bulevardi “Dëshmorët e Kombit” Nr, 1001, Tiranë
Tel/Fax +355 42 20 02 45 +355 42 44 80 21
E-mail and contact person: Adriana.Sheti@ekonomia.gov.al
Website: www.ekonomia.gov.al; www.aida.gov.al ,

2. Object of the Contract:

Construction, development, maintenance and operation of the Technological and Economic Development Area in Spitallë, Durrës District.

2.1 Brief description of the Contract:

Object of the Contract: Construction, development, maintenance and operation of the Technological and Economic Development Area in Spitallë, Durrës District

Funding Source: Financial resources of the developer announced winner in the competitive procedure.

2.2 Duration of the contract or term for execution:

Duration in years: 99 (ninety nine)

2.3 Location of the Contract:

The Technological and Economic Development Area in Spitallë, Durrës is located in the North of Durrës District. The area of **101.2 ha** belongs to Cadastral Zone No. 8517 Durrës. This area was announced with DCM No. 262, dated 06.04.2016 “Announcement of the Technological and Economic Development Area in Spitallë, Durrës”.

The Technological and Economic Development Area is situated close to the Port of Durrës, the largest and the most important in Albania, the second most developed city in Albania, Durrës, only 30 km far from “Mother Teresa” international airport, 37 km away from the capital city of Albania, Tirana.

3. Legal, Economic, Financial and Technical Information

3.1 Qualification and Evaluation Criteria, according to Annex no. 3.

3.2 Bid Security:

The Bidder, submits the Bid Security Form, when applicable, according to Annex 5.
The amount required for Bid Security is **15,000,000 ALL (fifteen million ALL)**.

4. Procedure

4.1 Type of procedure:

Competition procedure Procedure with application, in private property.

4.2 Award Criteria:

No.	Criteria	Points
	Technical proposal for constructions in the area	25
	Environmental impact	10
	Social impact	15
	Time for investment completion	10
	Financial Capacity and possibility for project funding (Business Plan)	40
	TOTAL	100

The Responsible Institution shall specify the points for each evaluation criterion determined, according to the methodology stipulated in Annex No. 6, for each area, specifically.

4.3 The deadline for the submission of bids or requests for participation:

Date: 28.04.2017 Time: 10:⁰⁰

Venue: At the premises of the Ministry of Economic Development, Tourism, Trade and Entrepreneurship, Meeting Room, 4th floor.

4.4 Period of bids' validity: **150** (given in days)

4.5 Language(s) for drafting bids or requests for participation:

Albanian English

Other

**In case of submission
in a foreign language,
the documents shall
be translated into
Albanian language.**

5. Additional information

5.1 Documents upon payment:

Yes No

If Yes

Currency _____ Price _____

This price covers the actual costs for copying and distributing the TDC to Bidders. Interested Bidders are entitled to check the TDC before their purchase.

5.2 Additional Information (venue, office, means for the withdrawal of TDC)

The bids shall be opened at the premises of the Ministry of Economic Development, Tourism, Trade and Entrepreneurship, Meeting Room, 4th floor.

- a) The documents shall be withdrawn at the MEDTTE, at the contact person, or
- b) downloaded from the official website of the Ministry of Economic Development, Tourism, Trade and Entrepreneurship and
- c) the official website of the Albanian Investment Development Agency.

Date of dispatch of this notice: **27.02.2017**

Annex 2. INSTRUCTION TO CANDIDATES/BIDDERS

1. INTRODUCTION

The Ministry of Economic Development, Tourism, Trade and Entrepreneurship of the Republic of Albania (hereinafter referred to as the **Responsible Institution**), decided to implement the competitive procedure for the selection of the developer of the Technological and Economic Development Area, in Spitalë, Durrës with an area of **101.2 ha**.

The selection of the Awarded Bidder (Developer) shall be made based on the competitive procedure referring to qualification and evaluation criteria specified in Law No. 9789 dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended, DCM no. 646 dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, DCM no. 262 dated 06.04.2016 “On the announcement of the technological and economic development area in Spitalë, Durrës”, and Standard Documents of the Competitive Procedure.

Duration of the Developer’s Contract shall be **99 years** from its entry into force. (Pursuant to point b, Article 10 of Law No. 9789 dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended, and item 4 of the DCM no. 262 dated 06.04.2016 “On the announcement of the technological and economic development area in Spitalë, Durrës”).

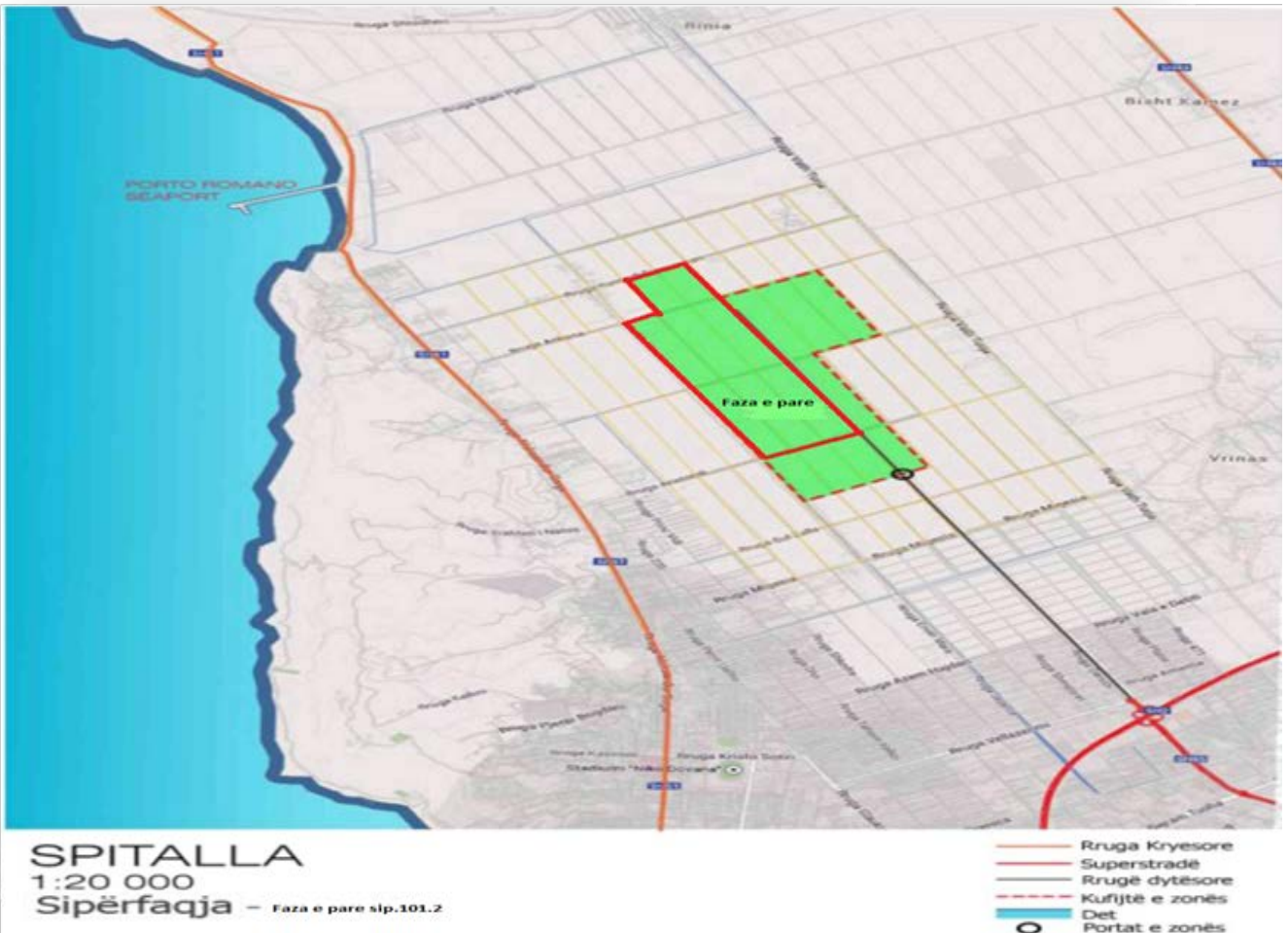
1.1 Information related to the object:

GENERAL DESCRIPTION

A. Geographic position

The Technological and Economic Development Area in Spitalë, Durrës is located in the North of Durrës District. The area of **101.2 ha** belongs to Cadastral Zone No. 8517 Durrës. This area was announced with DCM No. 262, dated 06.04.2016 “Announcement of the Technological and Economic Development Area in Spitalë, Durrës”.

The Technological and Economic Development Area is situated close to the Port of Durrës, the largest and the most important in Albania, the second most developed city in Albania, Durrës, only 30 km far from “Mother Teresa” international airport, 37 km away from the capital city of Albania, Tirana.



- ✓ Albania is bordered by: Greece, Italy, Montenegro, Kosovo and Macedonia. For its strategic position, Spitala is located in the core of Albania by providing access to the main highways of our country. This makes the area more attractive and easily accessible from major border crossings of the country.
- Spitala is located 225 Km far from Kakavija, the main customs point connecting our country with Greece.
- Spitala is extended into the 8th corridor and it is situated 156 km far from Kukës, the customs point with the state of Kosovo.
- 142 Km far from the customs point of Hani i Hotit connecting Albania with Montenegro.
- 142 Km far from Qafë Thana, Customs point connecting Albania with Macedonia.
- This TEDA is extended close to the Port of Durrës, the greatest and most important in Albania.
- TEDA Spitalle is 6.4 km away from the port of Durrës, which is one of the oldest ports in the Adriatic Sea that enable communication between Eastern and Western Europe. The Port of Durrës has 4 dedicated terminals for freight. All kinds of goods, minerals, fuels, cement and items from different categories are loaded and discharged. The terminal is equipped with all mechanisms for processing goods and managing the traffic flow in recent years.

B. Hidrologic conditions

Hydrogeological conditions of the area's surface indicate the existence of underground water. According to the geological study, it results that surface water nourishes deep underground layer, but does not cause surface corrosion. Geological and hydrogeological conditions of the land, where the Area is located, are good.

From the hydro-chemical viewpoint, they are of the chloride-sulphate-sodium-magnesium type and they are aggressive to common concrete.

In this area, underground water may be found at 0.6-2 meters of depth. From the chemical viewpoint, underground water has soda, chlorine, magnesium, sulphate contents. Chemical analyses indicate that water is hard due to the content of SO₄ and CL.

C. Information on external infrastructure

The area is positioned close to Durrës District and the national road is not far away from it.

Access to the TEDA Spitallë is possible from 2 main access ways:

- The main road from Durrës District to Porto Romano, which is connected with the "TEDA" through cross roads. These secondary roads are not well-maintained and in several cases are not asphalted. The cross road, which connects the main road Durrës-Porto Romano with the TEDA is called "Miqësia" Road. "Miqësia" leads to the roundabout within the area, which serves as a separator of fishing tanks with the remainder of the TEDA and is connected with the new road, which is being built, of Porto Romano, going through the economic area.
- Access into Tirana-Durrës Highway in Qaf-Zotaj overpass, passing through "Këneta" roundabout and through the suburbs of Vrinas in the road to Rinia village.

E. Other conditions related to the object

❖ Connection with engineering infrastructure

✓ System of Canalizations:

- The channel of high waters Spitallë, with a length of 5.4 km, collecting all the waters of Spitalla hills starting from Durrës District to the outlet into the sea, in the Porto Romano area.
- The network of drainage channels of Këneta, consisting of:
 - The main drainage collector with a length of 7.2 km, collecting most of the marsh waters and forwarding them to the pumping station of Porto Romano.
 - The network of secondary channels, with 20 channels, with a length of 44 km.

- The pumping station of Porto Romano, draining an area of 3600 ha in total and out of this surface, 2400 ha belongs to the area of the former marsh. This pumping station has an installed power of 1400kw and designed capacity approximately 25 m³ water per second.

✓ **Potable water system:**

- In the north western part there are situated the reservoirs of potable water, which may also serve for the supply of the economic area. There are no investments for the distribution of potable water and technological waters to meet the needs of the economic area.
- As for the watersupply network, there are no pipelines for potable water supply in that area.
- As for the network of canalizations, there are no pipelines either as the water being treated in the Plant discharges into the open channel which extends across all the area to the outlet in the pumping station.

✓ **Energy System**

- A transformer station of local electricity (A/Station 110/20 kV Spitalë) is situated on the left of “Miqësia” road near the “TEDA” and an investment has been made for the construction of a sub-station for the power supply of “TEDA” Spitalë.

❖ **Regarding land composition.**

✓ **Land description**

The land on which the TEDA is extended is a saline land with sandy content, the surface has rare characteristic vegetation of marshy areas and numerous drainage channels pass across, built before the 90s, during its entire length and width, which serve for the drainage of surface and removal of waters, which in many countries of the area increase the percentage of humidity. Vegetation is numerous in those surfaces on which the quality of soil has been improved from excavations and occasional works that have been carried out in this area.

✓ **Geotechnical conditions**

- Geotechnical studies have shown the existence of 7 layers in a thickness of 15-20 meters. There are rocks and sand in a depth of 14.5 and 20 m. The retaining capacity of foundations in a 2 m depth is considered to be 0.18 N/mm² and 1.8 kg/cm².
- According to the geological study, it results that the surface waters nourishes deep layers of underground, but does not cause surface erosions. The geological and hydrogeological conditions of the land where the TEDA is situated are good, favourable.

- Pursuant to the classification of the land for designing purposes, the land for construction site, is considered of the third category, as it is constructed from poor deposits, with underground water level close to land surface.

❖ **Seismic risk**

- According to the seismic map, Durrës belongs to the area of 8 Richter MSK-64 scale earthquakes. From the seismologic studies made by the Institute of Seismology in Albania, it was observed that in the area of Durrës, earthquakes are regenerated with seismic potential M=06-6.9

❖ **Social conditions**

Labour market

- ✓ Proximity to Durrës and the capital city Tirana gives “TEDA” Spitalë the advantage that the majority of labor force is educated. From the official data of the year 2014, the capable labor force is approximately 190.547, of which 93.680 are presently employed. 43% of the labor force in Durrës has a high school degree, while 24% has a university diploma. The University of Durrës “Aleksandër Moisiu”, which is located near “TEDA” Spitalë has a total of 13.500 registered pupils.

“TEDA” Spitalë has the advantage that it is near the capital city of Albania, which has a labor force approximately 321.681, of which 256.544 are presently employed. 41.6% of the work force in Tirana has a high school degree, while 45.3% has a university diploma.

- 1.2 These instructions (“Instructions to the Bidder”) and “Invitation to Bid” address to all legal entities or their joint ventures, aiming to participate in this competitive procedure.
- 1.3 Expenses: The awarded Bidder shall cover the expenses related to the preparation and submission of his bid and any other expenses as provided in these documents in conformity with Article 5, item 7 of the DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”.
- 1.4 The Responsible Institution reserves the right to ultimately interrupt this competitive selection procedure. The bidder is not entitled to request any compensations for costs or losses.

2. Documents of the Competition Procedure

2.1 Contents

2.1.1 Type of project and technical requirements, competition procedure, conditions of the contract and legal, economic, financial requirements are determined in the documents of the competitive procedure, which contain:

Annex 1: Contract Notice Form;
Annex 2: Instructions to Candidates/Bidders;
Annex 3: Qualification and Evaluation Criteria;
Annex 4: Bid Form;
Annex 5: Bid Security Form;
Annex 6: Criteria and Evaluation Methodology;
Annex 7: Declaration on conflict of interest;
Annex 8: Self-declaration for foreign bidders;
Annex 9: Declaration on compliance with the requirements of standard competition documents;
Annex 9/1: Declaration on means and equipment for the implementation of the object under the contract
Annex 9/2: Declaration on the number of bidder's labor force
Annex 10: Candidates/Bidders Disqualification Form;
Annex 11: Award Notification Form
Annex 12: General conditions and special conditions of the contract;
Annex 13: Awarded Contract Publication Form;
Annex 14: Contract Security Form;
Annex 15: Complaint Form to the Responsible Institution;
Annex 16: Power of Attorney Form;
Annex 17: Terms of Reference;

- 2.1.2** Each Bidder shall take into consideration the instructions, criteria, conditions, specifications, terms and all the information in the documents of the competitive procedure. In case the Bidder:
- i) does not fulfill all the documentation and information in the documents of the competitive procedure; or
 - ii) submits a bid which is not in conformity with the conditions and requirements of of the documents of the competitive procedure.

The Responsible Institution shall stipulate that the bid is not in conformity with the requirements of the documents of the competitive procedure and shall reject the bid.

2.2 Clarifications on the Standard Documents of the Competitive Procedure:

2.2.1 The Bidder who asks for clarifications or changes to the documents of the competitive procedure shall submit his request, in writing, not later than 5 days, before the deadline for the submission of bids, at the Responsible Institution.

All responses, including the respective clarifications, shall be made known to all the interested.

2.3 Changes to the documents of the competitive procedure:

2.3.1 At any time before the deadline for the submission of bids, the Responsible Institution in any case that makes changes to the documents of the competitive procedure shall postpone the deadline for the submission of bids, in conformity with Article 8, item 2 of the DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic area development”. The Responsible Institution may, for any reasons, upon its initiative, or in response to requests for changes by a Bidder, change the documents of the competitive procedure.

2.3.2 All the changes made by the Responsible Institution shall be published in its official website. The documents amended shall be considered as documents of the competitive procedure for this selection competitive procedure.

2.3.3 In order that the Bidders have sufficient time to make the relevant changes in their bid, the Responsible Institution may, upon his initiative, postpone the deadline for the submission of bids. In this case, the Responsible Institution, referring to the DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, shall publish the new deadline for the submission of bids in the official website of the Responsible Institution and in the Bulletin of Public Notices.

3. THE BID: PREPARATION

3.1. The Bid shall contain the following documents:

- a) The Bid Form, completed in conformity with the model attached, such as Annex 4 of the STD.
- b) The Bid Security Form, when required, completed in conformity with the model attached such as Annex 5 of the STD.
- c) Documents related to the object and construction of the Technological and Economic Development Area (*drawings, designs, etc.*)

A Bidder shall submit only one bid.

Any false data shall constitute for the Responsible Institution the legal reason for the disqualification of the Bidder at any time. If this is disclosed or notified after entering the contract, the Responsible Institution is entitled to end the contractual relations one-sidedly and receive indemnification for actual losses. According to the Criminal Code of the Republic of Albania, delivery of false information, drafting untrue or false documents, and any other declaration or data, which does not present the truth, is considered a criminal act. The Bidder shall only use the Documents of the Competitive Procedure, without making any changes to their content.

3.2 Bid Security:

3.2.1 As part of his technical bid, the Bidder shall submit the Bid Security, according to the Bid Security Form (Annex 5), in the amount of **15,000,000 (fifteen million) ALL**.

3.2.2 Bid Security, when required, is mandatory to be submitted in the form of a deposit or guarantee, Issued by a bank or an insurance company licensed by the state in order to operate this activity. The Bidder shall guarantee that the Bid Security is valid for a period of 30 days after the termination of bid validity, which is 150. Hence, the bid shall be secured for 180 from the date of deadline for its submission. For justified reasons, the Responsible Institution may ask from the Bidder the extension of the validity period for the Bid Security, if such one has existed, in case that certain circumstances affect the postponement of deadline for the evaluation of the respective bid or the submission of the Contract Security or in any other case which affects the postponement of any mandatory term. Failure to postpone the validity period of the Bid Security, when required, constitutes the reason for the disqualification of the Bidder.

3.2.3 The Bid Security shall be handed over together with the bid before the expiry of the time term for the submission of bids. Any bids unaccompanied with the Bid Security shall be rejected by the Bids Evaluation Committee.

The Bid Security shall be submitted in the name of:

- i) the company, in case the Bidder is a sole company;
- or
- ii) in the name of the leading company in case the Bidder is a Temporary Joint Venture of Companies.

3.2.4 Upon the request of the non-winning Bidder, the Responsible Institution shall return to him the Bid Security, when required, as soon as possible, but not later than 30 days after the termination of the bid validity period or any extension of its term.

3.2.5 The Bid Security of the Awarded Bidder, when required, shall be returned to him after the submission of the Contract Security at the Responsible Institution.

3.2.6 The Bid Security may be held by the Responsible Institution, when required, in cases when the Bidder:

- i) withdraws his bid during the competitive procedure, before the deadline of the bid validity;
- ii) does not submit the Contract Security (if awarded the winner);
- iii) does not sign the contract (if awarded the winner), within the time term specified in the Award Notification Form (Annex 11);
- iv) has declared false data in his bid;
- v) in case he is announced winner and refuses the payment of expenses according to item 1.3 above.

3.3 Power of Attorney: Each Bidder (or member of the Temporary Joint Venture of Operators, when the Bidder is such) shall submit a notarial power of attorney, in the form

stipulated in Annex 16, which indicates that the person (persons) who have signed the Bid have the right of its signing.

3.4 Bid Validity Period:

The bids shall be valid for 150 days starting from the time of the “*deadline for submission of bids*”. A bid with a validity shorter than the stipulated term shall be rejected by the Bids Evaluation Committee as unacceptable.

The Responsible Institute may exceptionally ask from the Bidder the extension if the Bid Validity Period. The request of the Contracting Authority and the response of the Bidder shall be in writing. In case of the extension of the Bid Validity Period, the term of the Bid Security, if required, shall be also extended in conformity with item 3.2.2.

3.5 Format and signing of the Bid

3.5.1 Each Bidder shall prepare and submit the bid according to the model published in the standard competitive documents, published in the website. <https://www.ekonomia.gov.al> , www.aida.gov.al .

3.5.2 The Bidder shall submit at the Responsible Institution the original bid, including the competition documentation. The original bid shall be typed/printed or inked, which cannot be deleted. The person or persons with the right of signing (authorized with the power of attorney submitted as part of the Bid), in conformity with item 3.3. shall sign the Bid by:

- i) signing the original of the bid;
- and
- ii) noting the initials in each page of the original of documents accompanying the economic bid.

3.5.3 The Bid shall not have alterations, deletions or addenda, with the exception of the case when corrections are signed by the person or persons with the right of signing the bid.

4. SUBMISSION OF THE ORIGINAL BID

4.1 Format and signing of the bid

4.1.1. Pursuant to the DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, the bid shall be submitted in the format according to Standard Documents of the Competition. A clearer information of this procedure you will find in the official website www.ekonomia.gov.al , www.aida.gov.al .

4.1.2 The Responsible Institution does not keep any responsibility to any Bidders, to any claim or complaint on the uncertainty in the manner of Bid submission, with the exception of the case, when a bid is not properly secured due to the lack of proper infrastructure by the Responsible Institution.

4.1.3 In each case, the Bidders shall submit all the mandatory and required documentation for the presentation of their bid.

4.1.4 The bidder shall submit the bid in written form in two envelopes/boxes, while in one of them shall be noted “Original” and in the other “Copy” and with CD/ Flash Drive, at the Responsible Institution. In the envelope/box closed and signed, there will be given the name and address of the bidder and the note: Bid for the technological and economic development area “Spitallë Durrës”.

The original bid shall be submitted in the following address:

To:	Ministry of Economic Development, Tourism, Trade and Entrepreneurship.
Objekti :	Construction, development, maintenance and operation of the Technological and Economic Development Area, in Spitallë, in Durrës District.
To the attention of:	Bids Evaluation Committee.
Address:	Blv. “Dëshmorët e Kombit” Nr. 2, Ministry of Economic Development, Tourism, Trade and Entrepreneurship.

4.2 Term for the submission of Bids

4.2.1 The bids shall be submitted within the date: **23.12.2016, time 10:00**.

5. OPENING AND EVALUATION OF BIDS

5.1 Opening of Bids

5.1.1 The Bid Evaluation Committee makes the identification of bidders and opening of the bids submitted, after the termination of the term for the submission of bids.

5.2 Evaluation of Bids

5.2.1 After bid opening, the Bid Evaluation Committee shall review it in order to determine if the bid is acceptable, if the required documentation has been submitted, if the documentation required to be signed by the bidder is duly signed and if the Bid is proper.

5.2.2 The evaluation of the Responsible Institution shall be based on the data and the content of the Bid by not approaching other resources. However, if required, the Bid Evaluation Committee may ask for explanations by the Bidder/Bidders, which do not constitute a change in the core of the Bid. The clarifications shall be made only in writing and/or presented in the respective minutes. In addition, in special cases, the Responsible Institution reserves its right in order to include as well other experts, who may assist in dealing with those issues for which the Bid Evaluation Committee encounters difficulties.

5.2.3. The bid shall be considered null and void if:

- i) the bidder has not submitted the Bid Security;
- ii) the bid contains false data;
- iii) has not met one or all the requirements of the notice for the competitive procedure.

5.2.4 The Bid Evaluation Committee evaluates a valid bid and if it contains small deviations, which do not change materially or do not deviate from other characteristics, conditions and othushtet dhe kërkesat e tjera, të përcaktuara në dokumentat e procedurës përzgjedhëse, apo gabime, të cilat mund të korrigjohen pa prekur përmbajtjen e saj.

5.2.5 If more than one financial bid has the same value or points, then the winner shall be determined upon draw, in the presence of bidders.

5.2.6 The Bid Evaluation Committee drafts the final classification, which shall be notified publicly and be communicated to Bidders. After the notification for the final classification, each bidder may ask for an administrative review of the selection process, when deeming that an action undertaken by the Responsible Institution and the Bid Evaluation Committee is contrary to the provisions of the DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, using the Complaint Form of the Competitive Procedure, stipulated in Annex 15.

5.2.7 Upon termination of the complaint procedure, the Bid Evaluation Committee prepares the final report of bids evaluation and proposes to the Executive of the Responsible Institution, the results achieved for each of the bidders.

5.3 Nullity and Failure of the Competitive Procedure

The competitive procedure is called unsuccessful when:

- i) None of the bids submitted meets the requirements of the invitation for the competitive procedure;
- ii) The Responsible Institution, due to the lack of economic profitability or the project itself, announces the closing of the competitive procedure;
- iii) There are no participants in the competition;
- iv) The Council of Ministers does not approve with decision the developer and the contract.

5.4 Unlawful actions

In compliance with the legislation for the prevention of the conflict of interest, and the ethics in public administration, the Responsible Institution refuses a bid, if the Bidder which submitted it:

- i) has given or is being prepared to give to a present or previous employee of the Responsible Institution a gift in cash or not, as an effort to influence an action or decision, or the competitive procedure process; and/or
- ii) is in the conditions of the conflict of interest in this procedure, such as – a bidder related to a physical or legal person, who is in charge by the Responsible

- Institution to provide consultation services during the preparation of projects, specifications or other documents related to the competitive procedure or related to members of the Bid Evaluation Committee.
- iii) delivered false documents/information, related to the requirements submitted in the Standard Documents of the Competitive Procedure.

The Responsible institution informs the bidder in writing for the rejection of the bid and the reasons for such rejection and makes the relevant note in the report for the competition procedure. In case of rejection for the above reasons, the notification for the refusal of the bid is published in the Bulletin of Public Procurements.

5.5 Determination of the Winning Bidder and Signing of the Contract

5.5.1 After the termination of the complaint period, determined in item 5.2.6, the Responsible Institution informs the Bidder, whose bid has been selected as the best, through the delivery of the Award Notification, as provided in the Award Notification Form (Annex 11). An extended copy of this notification shall be published in the Bulletin of Public Notices.

Before signing, the Responsible Institution asks from the Winning Bidder the submission of Contract Security.

The Contract Security Form shall be signed and submitted according to item 5.5.3.

Contract Security may be submitted in the form of a:

- i) Deposit or unconditional bank guarantee in the rate of 1% of the investment value, across the whole duration of the contract.

5.5.2 The Responsible Institution and the Awarded Bidder shall negotiate in confidence, the conditions and terms of the Contract, within 90 days, taking into account that the Awarded Bidder shall be required to sign the Contract according to the Special and General Conditions of the Contract, as amended (if applicable), during the process for the negotiation of the Contract.

5.5.3 If, within a period of time of _____ from the date of the Winner Notification, it is clear that, if the Winning Bidder (for unjustified reasons), shall not submit the Contract Security and shall not sign it, the Responsible Institution shall withhold from the Winning Bidder, the Bid Security and may refuse all the remaining bids, close the competitive procedure according to item 5.3 (ii) or invite the other operators, according to the final classification, until it receives the contract security.

5.5.4 The Responsible Institution shall publish in the Bulletin of Public Notices the name of the Winner/Developer and the main terms of the contract, (Awarded Contract Publication Form, Annex no. 13), within 10 days after the approval with the Decision of the Council of Ministers.

QUALIFICATION AND EVALUATION CRITERIA

1. GENERAL QUALIFICATION CRITERIA.

A) ADMINISTRATIVE-LEGAL CRITERIA:

Each candidate/bidder, for participating in the evaluation procedure, shall be qualified after it adequately certifies that it meets the following criteria:

- i. Not be under bankruptcy process and its capitals not be under execution process by executors;
 - ii. No shareholder with an equity interest of 5 per cent or more in any bidder not be subject of procedures for the declaration of bankruptcy and there is no mandatory administration or liquidation order by the court, or there is no agreement with creditors, or any other similar procedure;
 - iii. Not be convicted with final court decision for acts related to professional activity;
- **The requirements of sub-items i-iii are met upon submission of the Trade Register Extract for Subject's Data, Extract on the Subject's History, issued by the National Registration Center and the certification issued by responsible institutions.**
- iv. It has fulfilled its obligations for the timely payment of taxes, in conformity with Albanian legislation or applicable provisions in the state of origin;
 - v. It has fulfilled the obligations for the settlement of social insurance contributions, in conformity with Albanian legislation or applicable provisions in the state of origin.
- **The requirements of sub-items iv-v are met upon submission of a certification issued by the Tax Administration.**

All the documents required in sub-items (i-v) shall be issued by the respective Authorities not later than 3 months from the date of bid opening.

The foreign candidate/bidder shall certify that it meets all the requirements mentioned above (sub-items i-v). If the documents mentioned above are not issued in their state of origin, then a written declaration certified to be authentic by the authorities of the country of the bidder is sufficient (*apostil*) As appropriate, the Responsible Institution shall investigate if such certifications are issued or not by the respective institutions in the country of origin and in case that it officially observes that an institution exists in the state of origin which may issue the above administrative-legal documentation, which had been submitted by the foreign bidder in the form of self-declaration,

then the Committee shall deem the self-declaration submitted null and void and the bid non-conforming.

- **The foreign bidder shall establish its own legal entity and prove that it possesses all required licenses for the performance of the competition for taking the project, depending on the country where the foreign legal person is registered.**

If the language used in the procedure is Albanian, then the documents in foreign language shall be accompanied with a translation into Albanian language, duly notarized.

I In cases of joint bids by two or more entities, each group member shall submit the above-mentioned documents.

In addition, if the bid is submitted by a joint venture of economic operators, the following shall be submitted:

- a. Notarized agreement governing the joint venture of economic operators
- b. Special Power of Attorney.

In each case, there shall be stipulated the representative of the group and the rate of participation in the works/service, and the specific elements to be carried out by each of the members of this group, which cannot be less than 11%. While the operator which is the group leader cannot be less than 35%.

2. SPECIAL CRITERIA FOR QUALIFICATION

In order to certify that the Bidder is qualified, he shall submit:

- a. *Bid Security, in the amount of 15,000,000 ALL (fifteen million).*
- b. *Declaration on conflict of interest according to Annex 7;*
- c. *Criteria and Evaluation Methodology according to Annex 6;*

B) TECHNICAL AND PROFESSIONAL CRITERIA:

- **Technical capacities**

1) Previous experience:

Projects that meet the criteria for identical or similar characteristics and operation successfully built in the preceding 10 years. Therefore the economic operators shall submit: Completed Contracts or certifications issued by relevant authorities (where dates, amount, time and type of works completed are clearly stated.).

Clarification: Experience of Similar Works by the Economic Operator shall be based on: Similar experiences in the field of infrastructure constructions and/or operating in economic zones. It will be assessed more offer which has experience in building and operating in economic zones.

2) Professional Capacities

- a) The Bidder must certify that it shall possess relevant and currently valid professional licenses related to the execution of works according to the object of the contract bid..
- b) The Bidder must certify that it employs shall have in its technical and -professional staff, the required and other personnel, possessing relevant professional qualifications and currently valid licenses for the execution of the contract, object of this competition.
Therefore, he shall submit: A list of the required personnel for the execution of the contract accompanied by the CVs of the staff, job contracts, professional licenses or other documents for substantiation.
- c) The Bidder shall submit the declaration on the number of the labor force for the last three years (2014, 2015, 2016). Therefore he shall submit a declaration (**Referring to Annex 9/2, Declaration on the number of the labor force of the economic operator**).
- d) The Bidder should own the relevant technical means and equipment for the realization of the contract. Therefore, he shall also submit a declaration “**On means and equipment for the implementation of the object under the contract**”. (**Referring to Annex 9/1**).

C) Financial Criteria:

- a) Copies of balance sheets for the last three years (2014, 2015, 2016), and reports of financial audits, certified by a licensed audit subject; Balances to be associated with the seal or confirmation from relevant authorities
- b) Copies of annual turnover statements for the last three years (2014, 2015, 2016), issued from the competent authority.
- c) The amount of own capitals for the last financial year of the Bidder shall be at least 20 % of the total project amount (without VAT);

3. EVALUATION CRITERIA:

- a) Technical criteria relating the internal organization and operation of the area:
 - i. The proposal for the technical project shall contain:
 - Preliminary design (Draft-Idea);
 - Applied Technology;
 - Infrastructure quality and investment values;
 - Technical and engineering plan of the area in conformity with the standards used for construction and urban planning;

- Execution Plan – Operational Plan and methods for the operation and maintenance of the area;
- Program for attracting new industries;
- Type of economic activities in the area.

b) Criteria related to environmental impact:

- i. Environmental impact of investments and operation of the area;
- ii. Type of activity based on environmental studies of the area.

c) Criteria related to social impact:

- i. Number of employees;
- ii. Program about social responsibility;
- iii. Training of employees and transfer of technology;
- iv. Connections with local economy outside the area.

d) Duration of works:

- i. Graphic, phases and terms on the execution of investments for the development of the area.

e) Criteria related to the financial capacity of the company and possibility for financing the project:

- i. Proposal on the business plan, which shall contain:
 - Capital expenses to make investments in the area;
 - Expenses for operational costs and revenues;
 - Tariff for using the area;
 - Bank guarantee for the required financial capital to make investments in the area.

In cases of joint venture of economic operators, the technical and financial requirements should be met by the whole group together in conformity with the rate of participation at work/service according to the deed of agreement.

All the documents should be original or their notarized copies. The cases of failure to submit a document or false and inaccurate documents are considered as conditions for disqualification. If the language used in the procedure is Albanian, then the documents in foreign language shall be accompanied by a notarized translation in Albanian language.

Legalization of documentation

Documents provided outside the territory of Albania from foreign legal entities shall be properly legalized in order to have legal value. Documentation submitted by entities registered in member states of the Convention of Hague (5 OCTOBER 1961) shall contain the Apostille seal in conformity with Law no. 9060, dated 8.5.2003 “On adherence of the Republic of Albania in the Convention for the withdrawal of the request for legalization of foreign official documents”.

Annex 4

BID FORM

[Annex to be submitted by the Bidder]

Name of Bidder_____

To: [Name and address of the Responsible Institution]

* * *

Procedure of competition: [type of procedure]

Brief description of the contract: [object]

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

* * *

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

No.	Criteria	Measurement Unit	Bid
1.	Technical proposal for the construction of the area		
a	Preliminary Design (Draft Idea)		
b	Technology		
c	Infrastructure Quality		
d	Technical and Engineering Plan		
e	Operational Plan		
f	Plan of marketing		
g	Types of activity		
	Environmental impact		
a	Measures for minimal environmental impact		
b	Type of activity according to environmental studies in the area		
	Social impact		
a	Number of employees		
b	Program for social responsibility		
c	Training of employees and transfer of technology		
d	Connections with local economy outside the area		
	Time for completion of investment		

	according to phases		
	Financial capacity and the possibility for financing the project (business plan)		
a	Capital expenses to make the investment		
b	Operational expenses		
c	Revenues		
d	Tariff Value for Zone Usage		
e	Bank Guarantee for the required capital to make the investment		

Attention: Bid form should be submitted under the above format,if not, it will be a cause for disqualification of the bidder

Bidder's Signature _____

Seal

Annex 5

[Letterhead paper of the Bank / Insurance Company]

[Annex to be completed by the bidder, when required by the Responsible Institution]

BID SECURITY FORM

[Date _____]

To: [Name and address of the Responsible Institution]

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

Competitive procedure [type of procedure]

Short description of the contract: [object]

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

With reference to the above-mentioned procedure,

We certify that [Name of the guaranteed Bidder] has made a deposit near the [name and address of the bank/ at the amount of [currency and amount both in letters and numbers] as a condition to secure the tender submitted by the above-mentioned economic operator.

We undertake to transfer at the account of [name of the Responsible Institution] the secured amount, within 15 (fifteen) days from your simple first written request, without asking explanations, on condition that the request mentions the non-fulfillment of one of the following conditions:

- The Bidder has withdrawn or altered the tender, after the deadline for tenders' submission, or prior to the deadline, if so specified in the tender documents;
- The Bidder has refused to sign the procurement contract when required by the Responsible Institution;
- The Bidder has not submitted the contract security, after being awarded, or has failed in meeting any other condition before signing the contract, as defined in the documents of the competitive procedure.

This Security is valid for [] days from the deadline date for submission of bids.

[Representative of the bank]

Annex 6

[Annex to be completed by the Responsible Institution]

CRITERIA AND EVALUATION METHODOLOGY

The bids shall be evaluated based on the following criteria and methodology and winner shall be considered the bidder which has more points based on the evaluation criteria.

The Bids Evaluation Committee shall evaluate the Technical and Financial Bids, based on the following criteria:

No.	Criteria	Maximal value of points for:	Evaluation in points	Formula for the calculation in points for the values of bidders
1	Technical proposal for the construction of the area	-	25	-
a	Preliminary Design (Draft Idea)		2	-
b	Technology		4	-
c	Infrastructure Quality		5	-
d	Technical and Engineering Plan		5	-
e	Operational Plan		3	-
f	Plan of marketing		4	-
g	Types of activity		2	-
2	Environmental impact		10	
a	Measures for minimal environmental impact		5	
b	Type of activity according to environmental studies in the area		5	
3	Social impact		15	
a	Number of employees	Maximal Value of the criterion	10	$P_i = \frac{F_{p_i}}{F_{p_{max}}} \times P_k$

	b	Program for social responsibility	-	1	-
	c	Training of employees and transfer of technology	-	2	-
	d	Connections with local economy outside the area	-	2	-
4	Time for completion of investment according to phases		Minimal Value of the Criterion	10	$P_i = \frac{T_{\min}}{T_i} \times P_k$
5	Financial capacity and the possibility for financing the project (business plan)			40	
	a	Capital expenses to make the investment	Maximal Value of the Criterion	20	$P_i = \frac{S_{k_i}}{S_{k_{\max}}} \times P_k$
	b	Operational expenses	Minimal Value of the Criterion	5	$P_i = \frac{S_{O_{\min}}}{S_{O_i}} \times P_k$
	c	Revenues	Maximal Value of the Criterion	8	$P_i = \frac{A_i}{A_{\max}} \times P_k$
	d	Tariff Value for Zone Usage	Maximal Value of the Criterion	5	$P_i = \frac{TP_i}{TP_{\max}} \times P_k$
	e	Bank Guarantee for the required capital to make the investment	-	2	-
<u>TOTAL OF POINTS</u>				100	

where:

- P_i – Calculated points of the bidder (i)
- P_k – Points of criterion
- T_{\min} – Minimal time tendered
- T_i – Bidder's Time (i)
- $F_{p_{\max}}$ – Maximal labor force provided
- F_{p_i} – Bidder's Labor Force (i)
- TP_{\max} – Tariff of Maximal Use offered
- TP_i – Bidder's Tariff of Use (i)
- S_{k_i} – Bidder's capital expenses
- $S_{k_{\max}}$ – Maximal Capital Expenses offered
- S_o – Bidder's Operational Expenses
- $S_{O_{\min}}$ – Minimal Operational Expenses offered
- A_i – Bidder's Income
- A_{\max} – Maximal income offered

Explanatory of Criteria

- 1 **The technical proposal related to constructions in the area** is the criterion which measures Bidder's performance and technical solution. This criterion shall be based on the preliminary design, technology used, infrastructure quality, technical and engineering plan of the area in compliance with the standards used for construction and urban planning, execution plan (detailed design), operational plan and methods for the operation and maintenance of the area. In addition, it will assess the program for attracting new industries and the type of economic activities in the area. The Bidders with the most favorable technical proposal shall be evaluated with the maximal points of the criterion.

- **Criterion related to environmental impact** is the criterion which measures the environmental impact assesment of the bidder during the execution of works and during operation. Such criterion consists of the environmental impact of investments and operation of the area as well in the type of activity, based on environmental studies of the area. The Bidder with the least environmental impact shall be evaluated with the maximal points of the criterion.

- **Criteria related to social impact** is the criterion which measures the number of employees, program for social responsibility, training of employees and transfer of technology, connections with local economy outside the area. The criterion with the most favourable social impact shall be evaluated with the maximal points of the criterion.

- Duration of works is the criterion which evaluates bidders related to the execution of works based on graphic, phases and terms of execution of investments for the development of the area.

- Criteria related to the financial capacity of the company and the possibility for financing the project:
 - ii. Proposal of the business plan, which shall contain:
 - Capital expenses to make investment in the area;
 - Expenses for operational costs and income;
 - Tariff to use the area;
 - Bank guarantee for the required financial capital to make the investment in the area.

- The tariff value for zone usage consists of the tariff which the developer pays to the Responsible Institution, which is calculated _____% of annual income realized by the developer regarding the activity in the area along the duration of the contract.

Annex 7

[Annex to be completed by the Bidder]

DECLARATION **On the conflict of interest**

Declaration of the bidder participating in the public competitive procedure organized on the date of _____ by the Responsible Institution _____ with object _____.

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.

In application of 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, Justices of Constitutional Court, Justices 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; electric power; water supply; insurance, bonds, media), Secretaries General of central institutions as well as every other public official in each public institution whose position is, at least, equivalent to that of Directors General, senior executives of public administration institutions which are not part of civil service.

For officials of middle level management under Article 31, and officials provided in Article 32 of Chapter III, section 2 of this law, the prohibition under item 1 of this Article, due to the official's private interests, as defined in this point is applied only to conclude contracts in the territory and jurisdiction of the institution where the official works. This prohibition applies where a party is a subordinate institution.

When the official holds the position of the mayor or deputy mayor, chair or deputy chair of the commune 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, commune 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, point 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, cohabitant, major children or the parents of the official and those of his/her spouse and 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.

In conformity with the above mentioned legislation, I declare that none of the officials set out in **Chapter III, Section II** of law No. 9367, dated 7.4.2005, and in this declaration, does not possess private interests, directly or indirectly with the legal person I represent herein.

Date of declaration submission _____

Name, Surname, Signature

Seal

Annex 8

[Annex to be completed by the Foreign Bidder]

SELF-DECLARATION FOR FOREIGN BIDDERS

For participation in the competitive procedure for “_____”

[Name of Bidder/Leading Member of the Temporary Joint Venture] hereby declare and guarantee that, at the date of this letter [Name of Bidder /Leading Member of the Temporary Joint Venture] and each member of the *Temporary Joint Venture* (when appropriate)

- (a) has not been subject to Procedures of bankruptcy or liquidation;
- (b) has not been convicted with final Decision of the Court related to professional activity;
- (c) capitals/assets are not being evaluated by the Bailiff’s Office or a sequestration order exist for them;
- (d) has fulfilled all fiscal obligations;
- (e) has fulfilled all the obligations of social insurance.

Respectfully

Signature of the Authorized Person
Name and Position of the Signatory
Name of Bidder/Leader of the Temporary Joint Venture
Address

Annex 9

[Annex to be completed by the Bidder]

DECLARATION ON COMPLIANCE WITH THE REQUIREMENTS OF STANDARD COMPETITION DOCUMENTS

Declaration of the Bidder participating in the competition procedure which shall take place on the date of _____ by the Responsible Institution _____ with object _____

I the undersigned _____ in the capacity of _____ of the Bidder _____ hereby declare that:

We fulfill all the technical specifications, stipulated in the documents of competition and we accept them without reserves and observations. We hereby declare under our full legal responsibility that we agree with all the technical specifications given and we fulfill them according to the determination in the documents of the competitive procedure. We fulfill all the legal, economic-financial requirements and the technical specifications determined in the standard documents of the competitive procedure and we certify this by means of certificates and documents, submitted with this declaration.

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

We shall not participate as Bidders in more than one bid for the competitive procedure.

We hereby authorize the Responsible Institution to verify the information/documents attached to this bid.

In case our bid is accepted, we shall make the contract security, as provided in the standard documents of the competitive procedure.

In case we are announced the winner of the competitive procedure, we agree to sign the Contract according to the form on the conditions of the contract.

Date of bid's submission _____

Bid's Representative

Signature

Seal

Annex 9/1

**ON MEANS AND EQUIPMENT FOR THE IMPLEMENTATION OF THE OBJECT
UNDER THE CONTRACT.**

Bidder: _____

**I hereby declare that I use the technical equipment and other physical assets in order to
realize the contract with object:** _____

In ownership		
Type of Equipment	Information on equipment's data	Other

And

Rented			
Type of Equipment	Information on equipment's data	No. of Lease Contract (notary)	Duration of the Lease Contract (Commencement and Termination Date)

We hereby authorize the Responsible Institution to verify the information given in this table.

Date of bid's submission _____

Bid's Representative

Signature

Seal

[Annex to be completed by the Bidder]

DECLARATION ON THE NUMBER OF BIDDER'S LABOR FORCE

Declaration of the Bidder participating in the competition procedure which shall take place on the date of _____ by the Responsible Institution _____ with object _____

I the undersigned _____ in the capacity of _____ of the Bidder _____ hereby declare that:

The number of Bidder's labor force _____ is:
_____.

We hereby authorize the Responsible Institution to verify the information given.

Date of bid's submission _____

Bid's Representative

Signature

Seal

Annex 10

[*Annex to be completed by the Responsible Institution*]

STANDARD NOTIFICATION FOR THE DISQUALIFIED BIDDER

[Place and date]

[Name and address of the Responsible Institution]

[Address of Bidder]

Dear Sir/Madam <Contact name>

Thank you for participating in the above-mentioned procedure of the technological and economic development area. The procedure was conducted in conformity with Law No. 9789 dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended and DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”.

Your tender was carefully evaluated against the conditions and requirements established in the contract notice and in the tender dossier. I regret to inform you that you were [disqualified] [eliminated because the tender submitted by you was rejected due to the following reason(s):

If you believe that the Responsible Institution has breached during the competitive procedure the Law No. 9789 dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended and DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, then you are entitled to initiate a complaint procedure, as provided in the above legal and sub-legal acts.

Although we have not been able to make use of your services on this occasion, I trust that you will continue to be interested in our initiatives.

Respectfully
< **Name** >

Annex 11

[Annex to be completed by the Responsible Institution]

AWARD NOTIFICATION FORM

[Date _____]

To: [Name and address of the awarded Bidder]

Procedure:

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

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

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

1. _____

2. _____

Etc. _____

The following Bidders have been disqualified:

1. _____

2. _____

Respectively for the following reasons:

* * *

(The Responsible Institution) notifies [name and address of the awarded Bidder] that the bid submitted on the date [date] for the development of area: [name and general description of the object under the contract] was accepted.

The term for the negotiation of your Contract shall be _____

The Bidder [name] is required to submit to the (Responsible Institution) the following documents:

- Contract's Security according to the form requested in the Standard Documents of the Competitive Procedure. The security shall be submitted not later than at the time of Contract's signing by both parties.
- A bank document certifying the payment made for the expenses of publication and expenses of specialized consultation (if applicable). This payment shall be made before the commencement of negotiations.

In case that you withdraw from contract signing, you should notify in

writing.

..... *Responsible Institution*

Notification on Classification was made on the date of _____

Complaints: yes or no _____

(if applicable) received response in the date of _____

[Head of the Responsible Institution]

GENERAL CONDITIONS OF THE CONTRACT

INTRODUCTION

The Contract is the document which finalizes the agreement between the Responsible Institution and the Area Developer. This document stipulates the rights and obligations of the parties participating in the competitive procedure.

Referring to the characteristics of this agreement, the contract contains “non-negotiable conditions” of the contract and “negotiable conditions”.

The non-negotiable conditions of this contract are:

- a) The requirements of the Responsible Institution regarding the development of the project and documents of the competitive procedure;
- b) Evaluation Criteria;
- c) Declarations of the Operator himself (his bid or other documents);
- d) Conditions or terms stipulated specifically in Albanian law or bylaws.

The negotiable conditions of the contract are all the other conditions provided in the contract.

The contract contains the requirements stemming from the applicable legislation which are evaluated appropriate by the parties, where the main ones include:

- a) definitions, interpretations, nature and object of works which should be carried out and the services to be provided by the developer;
- b) duration of the contract;
- c) ownership of project’s assets and obligation of the parties, as appropriate, for making available the site of the project where the area shall be developed and any other potential facilities;
- ç) procedures for the review and approval of engineering projects, construction plans and specifications by the Responsible Institution, and Procedures for testing and final inspection, approval and acceptance of the infrastructure network, regulations and standards, based on which it was designed the project for the construction of the area, which shall be in conformity with the best practices, aiming at the development of the market;
- d) rights and obligations of the Developer’s Responsible Institution;
- dh) sanctions in case of failure to fulfil the liabilities;
- e) the rights of the Responsible Institution of another public authority to monitor the works to be carried out and the services to be provided by the developer, the conditions and extent, in which the Responsible Institution may order changes for the works and conditions of service;

- e) the right of the Responsible Institution to take other reasonable measures, in order to ensure that the infrastructure network operate properly and the service be given in conformity with applicable legal and contractual requirements, and the rights to monitor mechanisms and deal with potential expenses for them;
 - f) obligations of the developer to give to the Responsible Institution or to another public authority, as appropriate, access, reports and information about the activity in the area;
 - g) Expansion of developer's obligations, as appropriate, in order to provide service, to fulfill timely requirements, its continuation and provision, in mainly similar conditions for all users, of the mechanism to deal with the potential costs for them;
 - g) Potential obligations, if applicable, of the relevant public authorities or Responsible Institution;
 - h) Circumstances, in which the Responsible Institution is entitled to undertake, temporarily, the administration of the infrastructure network for the provision of an effective and uninterrupted service and, in case of failure by the developer, fulfil his contractual obligations so as to regulate the breach of the contract;
 - i) Each applicable limitation or condition for the transfer of rights and obligations of the developer according to the contract;
 - j) Each limitation or condition for the transfer of an inspecting interest of the Developer;
 - k) Definition and consequences of Force Majeure (Mjor Force), amendments to law and other circumstantial amendments (including any rights of the parties to ask for compensation or review of the contract);
- II) Social responsibility;
 - l) Guarantees to be fulfilled and policies of insurance and rights of employees which shall be followed by the developer for the execution of the project;
 - m) Procedures for the regulation of the contract breach, made by one of the parties;
 - nj) Conditions and Procedures for the amendment and/or termination of the contract, rights and obligations of the parties, upon exceeding the deadline or termination of the contract (including the mechanism of transferring property items, technology, compensation, services for training and support to be given by the Developer);
 - n) Applicable law and mechanisms for the resolution of disputes which may arise between the Responsible Institution and the Developer;
 - p) Rights and obligations of the parties for confidential information.

The following Draft Contract is part of this Annex:

DRAFT-CONTRACT

**Regarding the construction, development, maintenance and operation of the
Technological and Economic Development Area**

BETWEEN

**THE MINISTRY OF ECONOMIC DEVELOPMENT, TOURISM, TRADE
AND ENTREPRENEURSHIP**

AND

THE COMPANY/TEMPORARY JOINT VENTURE OF COMPANIES

TIRANA ON, _____ 2017

DRAFT - CONTRACT

THIS CONTRACT aims at the construction, development, maintenance and operation of the Technological and Economic Development Area, in _____, District of _____, entered in Tirana, today as of date __.__.2015, for a period of time of _____ years, between the following contractual parties:

- i) **The Ministry of Economic Development, Tourism, Trade and Entrepreneurship**, which shall be hereinafter called the “**RESPONSIBLE INSTITUTION**”, represented by _____, Senior Executive of the Ministry,
- and*
- ii) **The Company/Temporary Joint Venture of Companies**, which shall be hereinafter called the “**DEVELOPER**”, represented by _____, born in _____ and resident in _____, identified through the identity card No. _____.

PRELIMINARY CONDITIONS

- A) The Responsible Institution has the rights to sign this contract in conformity with:
- i) Law no. 9789, dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended;
- ii) DCM No. 646, dated 22.07.2015 “On the stipulation of procedures and criteria for the selection of the developer of the Technological and Economic Development Area”;
- iii) DCM No. 647, dated 22.07.2015 “On the approval of procedures and criteria for the benefit of fiscal facilities by developers and operators operating in technological and economic development areas”;
- iv) DCM No. 262, dated 06/04/2016” On the announcement of the technological and economic development area in Spitallë , Durrës”

WHEREAS, *as per above the parties have negotiated on the conditions of this draft-contract and wish to enter into it by determining the respective rights and obligations, as follows hereunder:*

ARTICLE 1

Definitions

Whenever used in this Contract (including the Annexes hereto), unless the context otherwise requires, the following terms shall have the following meanings:

1. **“Contract”** means this Contract including all its Annexes, which are considered as its integral and inseparable parts.
2. **“Current Date for the Completion of Works”** is the date when the Completion Certificate is issued in compliance with article 29.
3. **“Authorizations”** means every consent, permission, license, authorization, certificate, any other administrative act that grants rights, whose issuing or renewal is the responsibility of every administrative body of the state, central and /or local administration and which is necessary for the implementation of this contract from the Developer.
4. **“Applicable Rules and Norms”** are the norms with technical character, for the health and safety, of the construction, of the environment protection, and other ones stipulated in laws and sublegal acts in force in the territory of the Republic of Albania.
5. **"Working Day"** means all days of the week except Saturdays, Sundays and other official holidays of the Republic of Albania, pursuant to the provisions in the Code of Work of the RoA, for any ambiguities during the enforcement of the contract.
6. **"Claims"** with respect to any Party, means any and all suits, sanctions, legal proceedings, claims, assessments, judgments, remedies, penalties, fines, liabilities, demands, costs, reasonable out-of-pocket expenses of whatever kind, including reasonable legal fees and losses incurred or sustained by or against such Party, including even any lost profits.
7. **"Completion Notice"** means the notice given by the Developer for the Responsible Institution as specified in Article 23, which indicates the Current Date of the Works Completion.
8. **"Completion Report"** means the completion report to be issued by the Responsible Institution in relation to the works completion.
9. **"Conceptual Design"** means the design prepared by the Developer and submitted as a part of its technical bid enclosed herewith as Annex **“Developer’s Bid”** which includes executive drawings, reports, documents, programs, calculations, etc.

10. **"Developer's Rights"** means the Developer's rights as from the Effective Date as further provided in Article 3.
11. **"Event of Default"** means the events of default provided for in Article 47 hereunder.
12. **"Tariff for using the area"** consists of the fees that are paid/have been paid by the Developer to the Responsible Institution as defined, provided and regulated in article 9.
13. **"Construction Agreement"** means the construction agreement which has to be entered into between the Developer and a construction trading company.
14. **"Construction Liquidated Damages Cap"** means the limitation of the construction liquidated damages cap in compliance with Article 34 hereunder.
15. **"Construction Phase"** means the period from the date provided for in article 7 up to the Works Completion Date.
16. **"Construction Security"** means the Contract Security as provided for in the standard documents of the competing procedure, which serves to guarantee the Responsible Institution in relation to the completion in time and qualitatively of the Developer's obligations, pursuant to this contract.
17. **"Construction Works"** means all the works necessary for the construction and the operation of the zone, including but not limited to the works to secure the road infrastructure, water supply and wastewater disposal, electricity supply network, telecommunication services, gas supply services.
18. **"Planned Completion Date of Construction Works"** means the date on which it was agreed regarding the completion and the acceptance of the Construction Phase by the Responsible Institution.
19. **"Responsible Institution"** is the Ministry of Economic Development, Tourism, Trade and Entrepreneurship, or any other succeeding body. **"Responsible Institution Representative"** means any representative which the Responsible Institution may appoint from time to time to represent it in connection with the implementation of this Contract including as regards the construction, testing and acceptance of the Construction Works, provided, further, that the Responsible Institution shall notify the Developer promptly upon each change or substitution thereof.
20. **"Developer"** is the company of the temporary unification of the companies, which has been announced the winner at the end of the competing procedure or the trading company which is established for the implementation of the project established in compliance with

the laws which regulate the establishment and the functioning of the trading companies in the Republic of Albania, as stipulated in article 5 of the contract.

21. **“Developer’s Control”** used as a noun or as a verb means the control of the company from the participants in its capital, in compliance with the provisions of the legislation in force for the trading companies.
22. **“Detailed Design”** means the detailed design in relation to the Technology Zone and to the Economic Development, submitted by the Developer in its application for a construction permission/license.
23. **“Environmental Law/s”** mean/s the legislation on the environment, including the laws related to the use of land, planning, environmental assessment, the environmental heritage, water, water catchments, rivers, sea, sea beds, sea coast, beaches, air, soil, groundwater or water, noise, soil, chemicals, pesticides, hazardous substances, the ozone layer, waste, dangerous goods, building regulation, occupation of buildings, public health, occupational health and safety, environmental hazard, any aspect of the protection of the environment, or the enforcement or administration of any such Laws.
24. **“Effective Date”** has the meaning set forth in clause [D] of the Preamble of this Contract and occurs if and to the extent all conditions precedent of this Contract have materialized, or have explicitly been waived in writing by the Responsible Institution.
25. **“Failure Notice”** has the meaning set forth in Article 30 hereunder.
26. **“Completion Certificate”** is the completion certificate that is issued by the Responsible Institution under the conditions of article 29, which certifies the preliminary completion of the Works without affecting the warranties provided in it or provided for in the Albanian legislation.
27. **“Financing Documents”** means any loan agreements, notes, bonds, indentures, security agreements, registration or disclosure statements, subordination agreements, mortgages, deeds of trust, credit agreements, note or bond purchase agreements, participation agreements and other documents entered into by the developer relating to the financing of the design, procurement, construction, operation and maintenance of the design (where the financing might be divided into phases, according to the development with Phases) and for the exercise of the Developer’s Rights, including any modifications, supplements, extensions, renewals and replacements of any such financing.

28. **"Financing Party"** means any person or persons providing debt, financing or refinancing to the company for the design, procurement, construction, operation and maintenance of the Area of Technology and Economic Development and for the exercise of the Developer's Rights, as well as their permitted successors and assigns, including any agent or trustee for such person or persons.
29. **"Force Majeure Event"** has the meaning set forth in Article 45.
30. **"Good Industry Practice"** means the practices, methods, standards, procedures and recommendations in compliance with the laws generally followed in relation to the development of the Area of Technology and Economic Development, with respect to the design, construction, operation and maintenance of the Area of Technology and Economic Development, which can be reasonably expected from a skilled and experienced contractor, engineer or operator, as the case may be, under the same or similar circumstances, which practices, methods, standards and procedures shall include, without limitation, the Applicable Standards and Norms in the Republic of Albania.
31. **"Liquidated Damages"** means those liquidated damages payable by the Developers in accordance with Articles 34 and 40.
32. **"Material Adverse Effect"** means any material adverse effect on (i) the ability of the Developer to exercise and perform any of its rights and obligations under the Contract under normal circumstances, and/or (ii) the legality, validity, binding nature or enforceability of the Contract.
33. **"Material Adverse Government Action"** has the meaning set forth in Article 46.
34. **"O&M Agreement"** means the operation and management agreement to be entered into between a subject and the Developer, if any.
35. **"Operation Phase"** means the period of time elapsing from the Completion Date until the end of the Term of the contract.
36. **"Operations and Maintenance Liquidated Damages Cap"** means the maintenance liquidated damages cap referred to in Article 40 hereunder.
37. **"Performance Tests"** means the tests carried out for the Construction Phase and which might be asked reasonably by the Responsible Institution for the next Phases of the Development.
38. **"Post-Completion Obligations"** means the post-completion obligations referred to in Article 33 hereunder.
39. **"Project"** means (i) the design, financing, construction, operation, maintenance and ultimate transfer of the ownership (if and to the extent applicable) of the Area of Technology

and Economic Development, according to and in compliance with the applicable technical regulations and norms and with this Contract.

40. **“Area”** is the surface of _____ ha land in the cadastral zone _____, which is developed by the Developer for the entire duration of this Contract. The accurate location of the project area is in the Annex *“Map of the Area”*.
41. **“Users”** are all the physical or juridical, local or foreign, people, who perform economic activity in compliance with the provisions of law No. 9789, dated 19.07.2007 *“On the establishment and the operation of the areas of technology and economic development”*.
42. **“Prolonged Force Majeure”** means an Event of Force Majeure which (i) lasts more than one hundred and twenty (120) successive days from the date when it took place; or (ii) in relation to what is clear, from the date of the occurrence, that it will last more than one hundred and twenty (120) successive days.
43. **“Quiet Enjoyment”** means the exclusive right of the Developer to occupy, use and enjoy the Project Site, the Project Area, in particular the areas under construction, and the Right of Ways during the Term, in accordance with this Contract, without undue interference from the Responsible Institution or any other state, central or local administrative body.
44. **“Right of Way”** means the right of passage over and under, and of access and egress to and from the Site, and any part thereof without undue interference by any third party for the purpose of implementing this Contract.
45. **“Technical and Economic Expert”** means the expert jointly appointed by the Parties for conciliatory purposes pursuant to Article 57.
46. **“Term”** means is contract for a period of _____ from the Effective Date, unless this Contract shall be terminated earlier, postponed in accordance with its provisions.
47. **“Termination Notice”** means, in respect of the Responsible Institution or the Developer, as applicable, a notice from one Party to the other Party stating that this Contract shall be terminated following (i) a Developer’s Event of Default or the Responsible Institution Event of Default, as applicable, which has not been cured within the relevant timeframe provided in this Contract (to the extent applicable), and (ii) in case of breaching the articles 5 and 6 of the contract, or a prolonged Event Of Force Majeure shall specify the reason for termination and the date of actual termination of this Contract, which shall be no sooner than thirty (30) days following such notification.

48. "Works" means any soil preparation, construction and refurbishment works (to the extent applicable) to be performed at the Site.

ARTICLE 2

Interpretation

Unless the context of this Contract otherwise requires:

- a. Words of any gender include each other gender;
- b. Words using the singular or plural number also include the plural or singular number, respectively unless specifically excluded (eg: Construction Phase and Construction Phases have different meanings);
- c. The Introductory Part and the Annexes, the Documents and the Appendixes of this Contract shall constitute it and are its inseparable parts.
- d. References to any enactment includes any amendment to or re-enactment of that enactment and any rules or regulations made pursuant to that enactment;
- e. Whenever this Contract refers to a number of “days”, this number shall refer to the calendar days, if the Business Days are not specified;
- f. Any reference to a “month” or a “year” shall be construed as a reference to a calendar month or calendar year;
- g. Any capitalized words, terms, phrases and abbreviations used specifically in any Annex, Appendix or any Attachment to any Annex or Appendix shall have the meanings set forth in such Appendix or Attachment, as the case may be;
- h. In the event of any inconsistency between any capitalized word, defined term, phrase or abbreviation set forth in Article 1 and any provision, capitalized word, term, phrase or abbreviation set forth in any Annex, Appendix or any Attachment to any Appendix, the meaning set forth in such Annex, Appendix or Attachment shall take precedence over the meaning set forth in Article 1 unless the context of this Contract otherwise requires;
- i. In the event of a conflict between the Articles and the Annexes or Appendixes, the Parties shall endeavor, in the first instance to resolve the conflict by reading this Contract as a whole and the provision that is more specific shall govern. If the conflict continues to exist notwithstanding the Parties’ good faith efforts to resolve it as provided in the preceding sentence, the priority of the documents shall refer to the following hierarchy: terms of reference of the competing procedure, Developer’s Bid, the contract with the developer, the annexes of the contract, the provisions of the Annexes or Appendixes shall prevail; and

- j. The headings of Articles, Chapters in this Contract and the Table of Contents are inserted for convenience and reference purposes only and shall not in any way affect the interpretation of this Contract.

DEVELOPER’S RIGHTS – AREA ARTICLE 3

Granting of Developer’s Rights

The Effective Date is the date when the Decision of the Council of Ministers comes into force, approving the contract, after it is signed by the parties.

As from the Effective Date, the Responsible Institution grants to the accepting Developer the exclusive rights for the Duration to:

- vi) design, finance, build, test, authorize (in accordance with the Phased Development), and operate the Area;
- vii) subject to Article 4 below, enjoy the Quiet Enjoyment;
- viii) related to and completed with rent contract users (or similar to them) for the use of the Area, in accordance with Article 10 (b) of the Law “On the Establishment and Operation of Technological and Economic Development Areas”, as amended;
- ix) to require from the Responsible Institution all the necessary assistance related to possession and quiet enjoyment of the area, to be provided with the required permits and licenses, without limitations, for the construction, operation, trading of the products of the Technological and Economic Development Area, only if the developer presents in full and in time, all the documentation required by the applicable legislation in force in Albania;
- x) to enter into and complete the Operation and Maintenance Agreement with a third qualified party, where the rights, the responsibilities, the liabilities which stem directly or indirectly from or in relation to this Agreement, towards the Responsible Institution and the Government of Albania, pertaining to the Developer, despite the completion of any Operation and Maintenance Agreement;
- xi) the developer is compelled to hand over the Area and the Right of Way and to transfer the ownership of the Area and of all the existing extended premises to the Responsible Institution upon the end of the Term;

ARTICLE 4

Area’s Handing Over

Without prejudice to Article 3 above, the Right of Way, the Quiet Enjoyment and the Right of Access shall be granted to the Developer for the purposes of any works and studies before the

construction of the area, only after the Developer provides to the Responsible Institution certified copies of insurance proving that the Developer has received all the policies and the coverage with insurance required for these purposes in compliance with Article 42). As for Area's Handing Over, the Right of Way, the Quiet Enjoyment, the Developer accepts the Area "in the existing condition" as from the date of such handing over and the Responsible Institution shall not incur any cost (nor be liable for any Claims) against (or from) the Developer in relation to the condition of the Area; provided, however, that the Responsible Institution shall be required to indemnify the Developer in relation to any adverse circumstances, caused by men in the Area (including pollution or contamination) on condition that such negative circumstances be existing as of the date of Area's Handing Over. The Responsible Institution shall make all the necessary endeavours to assist the developer in relations with the respective state institutions, for the connection of the project with the national infrastructure network, provided that the developer completes in time all the documentation required by the Albanian legislation in force.

The developer benefits the rights on the immovable property made available at the moment of the registration of this contract in the registers of the Immovable Property Registration Office.

AGREEMENTS

ARTICLE 5

The Developer

The Developer has the obligation:

1. to establish within 3 (three) months from the effective date of the Contract, the company in compliance with all the legal provisions regulating the activity of trade companies in Albania.
2. Upon the establishment of the new company, all the rights and the liabilities related to the Developer in this contract shall be transferred to this company starting from its registration date in the National Registration Centre.
3. The Developer and the newly-established company shall be jointly responsible for all the rights and the liabilities provided in this contract.
4. The form of the new company will be "limited company" or "anonymous company" functioning in compliance with the provisions of law no. 9901, dated 14.04.2008, "For the traders and the trading companies", as amended;
5. The object of the new company will be the construction, development, maintenance and the operation of the Technological and Economic Development Area, in _____, district of _____. The new company will operate in compliance with the Term of this Contract.

6. The new company will be established only by the Developer announced as the winner.

ARTICLE 6

Developer's obligations before the commencement of the construction phase

The obligations of the Developer before the commencement of construction are:

- i. Within a period of three (3) months from the "Effective Date", the Developer will ensure the submission to the Responsible Institution, of:
 - i. The certified copies of the Establishment Act, Statute and Trade Registration Certificate of the Developer (of the new company established pursuant to article 5 above);
- ii. Within three (3) months from the Taking Over of the surface of the Technological and Economic Development Area of:
 - i) The documentation from the Financing Parties which proves and confirms the Completion of Financing (banking contracts, financing agreement, etc.);
 - ii. Certified copies of the guarantee certificates which prove (according to the reasonable belief of the Responsible Institution) that the Developer or the Third Parties contracted by him, have profited all the policies and insurance coverage to be benefitted by him for the Construction Phase, in compliance with Article 42;
 - iii. Versions of the final draft of the Construction Agreement (if applicable) and of the O&M Agreement (if applicable).
- iii. Within six (6) months from the Taking Over of the surface of the Technological and Economic Development Area, state owned, and in compliance with the Law, the Developer starts, finishes and ensures the handing over to the Responsible Institution of a report regarding the environment issues, society, health and security in the appropriate time. This information is not obligatory and serves only for informational purposes and without breaching any requirements provided in the Law.
- iv. Within 6 (six) months from the Taking Over of the surface of the Technological and Economic Development Area, and in compliance with the Law, the Developer shall apply timely and benefit (and subsequently maintain and renew to the extent applicable) all Authorizations (including Licenses) required for the purposes of the Construction Phase, provides or delivers certified copies thereof to the Responsible Institution upon its demand.
- v. The Parties acknowledge and agree that the process and duration for the fulfillment of the Developer's obligations set forth in sub-clauses 1 to 3 above cannot be specifically stated as of the date hereof because of, *inter alia*, the various overlaps between such processes (including the consequences that any extension of any such process, whether or not provided by Law, may have on any other processes), and therefore the Developer's compliance with its obligation to initiate and complete each of these processes shall always be determined

with due regard to the circumstances, and in the event of any delay in any such process that is not attributable to the Developer's negligence and that has the effect of delaying the start or the implementation of the Construction Phase, all the relevant construction-related milestones under this Contract shall be deemed extended automatically by the duration of such delay. The term of this contract shall be extended accordingly.

ARTICLE 7

Commencement of the Construction Phase

The Commencement of the Construction Phase shall be deemed to occur when all the obligations provided in Article 6 above shall have been fulfilled.

ARTICLE 8

Execution on Contract Security

In the case of material breach by a Party of the liabilities provided in article 6 above, which is not justifiable with an Event of Default from the Responsible Institution, a Material Adverse Government Action, a Force Majeure Event or otherwise by Law, the non-breaching Party shall be entitled to give a Termination Notice to the other Party.

In the event the termination results from a Developer's substantial breach as provided above, the Responsible Institution shall be entitled to exercise the Contract Security, apart from its other remedies pursuant to this contract.

ARTICLE 9

TARIFF FOR USING THE SITE

The Developer shall pay to the Responsible Institution _____ of the annual incomes realized by the Developers in relation to the activity of the Area, certified by the relevant financial statements.

The Tariff from the Developer for the Responsible Institution shall be annually required, within 90 days from the submission of the Developer's Balance Sheet at the taxation bodies.

The Tariff in ALL shall be paid to the Responsible Institution within 30 days from the issuance of invoice by the Responsible Institution to the Developer. A default penalty is paid, for each day of delay _____% of the amount.

Failure to pay the tariff within 90 days from the effective date of the delay penalty, legitimates the Responsible Institution to deliver a Termination Notification for the Dissolution of the Contract.

CONTROL - MINIMUM EQUITY INVESTMENT

ARTICLE 10

CONTROL

Until the end of the Term, the Developer shall control the project/design company; provided that (i) each participant in the capital of the company (including the main participant) shall be entitled to transfer his shares freely to another participant (partner/shareholder) at any time during the Term if such transfer does not result in the transfer of control from the main participant and (ii) any other transfer (including a transfer of Control) shall be subject to a prior approval of the Responsible Institution, which shall not be unreasonably withheld, delayed, and the same, provided that in relation to any proposed transfer to third parties (including a transfer of Control), the Responsible Institution shall give due regard to the experience, financial situation (including support with loans from third parties), stability and reputation of the beneficiary partner/shareholder.

ARTICLE 11

Limitations in the activity of the developer

Without the prior consent of the Responsible Institution, the Developer shall not engage in any other business other than the Project, outside the Technological and Economic Development Area.

ARTICLE 12

Authorizations

The Developer shall obtain, maintain and renew at all times all the authorizations required or useful for the Project (at its own expense but with the reasonable assistance of the Responsible Institution when required) according to the Albanian legislation in force.

Construction of the Area

ARTICLE 13

CONCEPTUAL DESIGN AND DETAILED DESIGN

The Developer shall build the Area in full compliance with the Conceptual Design as well as the Detailed Design, as adjusted and/or improved according to Article 15.

ARTICLE 14

Applicable Rates and Regulations

Applicable rates and regulations by the Developer during the construction of the area shall be those provided in applicable legal and sub-legal acts.

ARTICLE 15

Design and Construction

The Developer shall, at its own cost and expense, fulfill the engineering, procurement, construction, in view of the definition given in “Construction Works” of Article 1 and performance tests for the Area in accordance with:

1. the Conceptual Design and the Detailed Project submitted to the Responsible Institution;
2. the construction periods, the Schedule of Works referred to in the Annex “*The Schedule of Works*”;
3. the comprehensive detailed technical specifications, according to the legislation in force, to be submitted for review to the responsible authorities three (3) months before the commencement of the Construction Works;
4. Good Industry Practice.

ARTICLE 16

Responsibility of the Developer on the Project

The Developer shall be solely responsible for any deficiencies in the design of the Area. The failure of the Responsible Institution to object any designs, design drawings or specifications or any amendments thereto shall not be construed as a waiver by the Responsible Institution of any of its rights under this Contract or in any way relieve the Responsible Institution of its obligations hereunder. Following the above, the Developer shall be solely responsible for the technical feasibility, operational capability and reliability of the design of the area and each component thereof.

ARTICLE 17

Delays in the realisation of the works

If an obstacle beyond the Developer’s control is likely to produce a delay in the performance of the Works or achievement of any Important Periods, the Developer shall send a report to the Responsible Institution within thirty (30) Working Days of discovery of the obstacle outlining the reasons that led or will lead to such delay, and the measures that shall be followed to avoid or minimize the delay in finalizing the Works by the Scheduled Completion Date. Such anticipation shall not prejudice the right to any extension of the terms provided in the schedule of works by the developer in accordance with Article 20.

ARTICLE 18

Quality Assurance System

- i) Developer's Quality Assurance System: Prior to the commencement of any Works, the Developer shall establish the Quality Assurance System, which shall be made available to the Responsible Institution. The Developer shall implement the Quality Assurance System throughout the performance of the relevant Works.
- ii) The right of the Responsible Institution to control quality requirements: the Responsible Institution shall have the right within working hours to attend or examine the quality control inspections and methods to confirm that each item of Works complies with the requirements of this Contract. The Developer shall assist in the performance of such inspections.
- iii) Failure to comply with quality and safety requirements: If the Works or any item thereof fails to comply with any material aspect of this Contract (including the quality or safety requirements), the Responsible Institution may give notice to the Developer of such failure. The Developer shall correct or start to correct materially the defect, Conceptual Design errors, omissions, errors, defects, etc. within 60 (sixty) days from the notification of the Responsible Institution.

ARTICLE 19

Construction Progress Reports

During the Construction Phase, the Developer shall provide a construction progress report to the Responsible Institution, detailing (i) the item of the Works, both completed and in progress for the preceding period, (ii) the work anticipated to be completed during the ongoing year, (iii) the progress towards the terms provided in the schedule of works, (iv) the estimated time until the completion of the Works, (v) any event or circumstance reasonably likely to hinder or delay the achievement of any determined terms, and (vi) any other issues as the Responsible Institution may reasonably require.

The Progress Report shall be provided to the Responsible Authority with the report of the state authorities which under the Albanian legislation are responsible for monitoring and controlling during the execution of works.

ARTICLE 20

Extension of the Deadlines determined in the Schedule of Works

Each deadline determined in the schedule of works may be extended upon the occurrence of:

1. a Force Majeure Event (as provided in Article 45);
2. a Responsible Institution Event of Default (as provided in Article 48);
3. the discovery of archaeological cultural relics, fossils, burial mounds and memorial sites, artistic history remains and any other Sections with archaeological, geological and historical significance on the Site, resulting in public works interfering with the construction of completion of the Works by the Developer, provided that the extension shall be commensurate with the duration of the relevant (and the Parties shall have the right to refer any disputes in relation to this Article to the mechanism for the resolution of disputes).

In the event any of the above mentioned events occur, the Developer shall get the extension of deadlines determined in the schedule of works, but shall not be entitled to compensation in any manner whatsoever.

ARTICLE 21

Monitoring and Inspection of the Construction of the Area

In addition to any monitoring and inspection by the competent administrative authorities in accordance with the legislation in force, the Responsible Institution may monitor and inspect the construction during the Construction Phase in the presence of the Developer upon reasonable preliminary notification to the Developer; on condition that such monitoring and inspection does not cause any unreasonable impediment or interfere with the construction progress or unduly disrupt the construction. Monitoring and inspection results shall be summarized in writing and shall be signed by both Parties upon completion of monitoring and inspection.

The Developer must bear the costs of monitoring and inspection of the construction and operation of the Area by the Responsible Institution.

ARTICLE 22

Other Duties of the Developer

The Developer must:

1. ensure that the Responsible Institution has access to the site, provided that such access does not interfere with or disrupt the construction and shall be subject to the Developer's reasonable prior notice;
2. provide copies of any drawings and design documents at the request of the Representative of the Responsible Institution;
3. provide sets of drawings and other documents to the Responsible Institution in accordance with this Contract;
4. prevent, control and rehabilitate with own expenses any environmental pollution caused by any Works;
5. take all the required safety measures related to the Area;
6. dispose of construction waste and demolition debris in accordance with the design, in conformity with the respective legislation and Good Industry Practice;
7. not cause damage to any previously existing pipelines, installations or canalization in the Area, unless approved by the Responsible Institution;
8. deal with all the problems or issues which arise as a result of the Project, design, procurement, construction and performance tests of the Area in the manner or in accordance with this Contract and Good Industry Practice and submit information in relation to such problems to the Responsible Institution.

ARTICLE 23

Completion Notice

No later than fifteen (15) days before completion of the Works for each construction phase, the Developer must issue a Completion Notice to the Responsible Institution containing the current Completion Date, and the date for relevant the Tests and Inspections, as provided by article 24 hereunder.

ARTICLE 24

Tests and Inspections

The Developer must, within twenty (20) Working Days from the Completion Notice the Developer shall carry out the Tests and Inspections. Three days before carrying out the Tests and Inspection of work, he shall present the Testing and Inspection procedure and the details thereof to the Responsible Institution.

The Responsible Institution may participate or observe/review the Tests and the Inspections, but if the Responsible Institution does not object or reply to a Completion Notice, in writing within fifteen (15) Working Days of receipt thereof or if the Responsible Institution is not present at the time determined for Tests and Inspections, the latter may be conducted in the absence of the Responsible Institution.

ARTICLE 25

Tests and Inspection Report

After completion of the Tests and Inspections, the Developer may provide the Responsible Institution with a report on the procedures and their results.

ARTICLE 26

Acceptance of Testing and Inspection Results

Upon receipt of the reports described in Article 25, the Responsible Institution shall notify the Developer in writing within fifteen (15) Working Days of receipt thereof whether the results are acceptable or non-compliant. Failure to notify shall be deemed to constitute their acceptance in silence.

ARTICLE 27

Failure to perform Tests and Inspections

If the relevant parts of the Area do not pass the Tests and Inspections, the Developer must:

- i.* take all necessary corrective actions to remedy the non-compliance, and
- ii.* repeat the Tests and Inspections by notifying at least one (1) day before, in writing, the Responsible Institution.

Unless otherwise specified in this Contract, the Developer must bear the costs and expenses and is responsible for any delay incurred as the result of not taking the above corrective measures.

ARTICLE 28

Inspection by the other state bodies

Without contradicting or overlapping Articles 24-26, the Responsible Institution acknowledges as genuine all the tests and inspections made by other state bodies, which, according to Albanian legislation in force, are responsible for their realization.

The Developer is bound to deliver to the Responsible Institution all the reports and certificates issued by the other state bodies regarding the inspection of construction works in the Area.

ARTICLE 29

Completion Report and Completion Certificate

Upon the completion of the Construction Works the Developer shall deliver a completion report to the Responsible Institution, and such report shall be signed by the Technical and Financial Expert, either (i) within five (5) Working Days of the relevant Completion Inspection or (ii) within five (5) Working Days after completing the remedial works required to remedy any item listed in the Notification of Deficiencies (a “Completion Report”). The Completion Report shall be submitted jointly with the certificates and reports according to Article 28 above.

The Responsible Institution shall issue a Completion Certificate not later than ten (10) days after the notification of the Completion Report, if the results of each Completion Report are satisfactory.

In case of minor issues related to Construction Works, the Completion Certificate shall be issued with a list of items to be remedied and the Developer shall remedy any such listed items within sixty (60) Working Days from the date that the Completion Certificate was issued. Any disputes as to the existence, type or number of specified problematic items may refer to mechanism for the resolution of disputes.

ARTICLE 30

Issuance of a Failure Notice

The Responsible Institution may reasonably and objectively issue a failure notice (a "**Failure Notice**") not later than thirty (30) days after the Completion Report indicates that there is substantial non-compliance of the relevant works with the submitted design resulting in the inability of the relevant works to meet the requirements of the Project because of any substantial design and/or construction flaw or defect (whether actual or reasonably anticipated), in which case the Developer shall be entitled to attempt to remedy the alleged failure within a sixty (60) day period following the receipt of the Failure Notice and may, at any time during this sixty (60) day remedial period, refer the matter for determination by the dispute resolution mechanism.

For the avoidance of doubt, any substantial failure of the Works to comply with the specifications associated with the Project's bidding evaluation criteria shall be deemed to constitute a substantial non-compliance for the purposes of this Article.

ARTICLE 31

Acceptance of works in silence

If the Responsible Institution fails to issue the Completion Certificate in accordance with Article 30 or fails to issue a Failure Notice in accordance with Article 30, the Completion Certificate shall be deemed to have been issued upon the expiry of the tenth (10) day following the period provided for in these Articles.

ARTICLE 32

No Waiver

The following events:

- (i) inspection and acceptance of all or part of the works, materials, equipment or machinery of the Complex by the Responsible Institution, or
- (ii) issuance of the Completion Certificate,

shall not relieve the Developer from any of its obligations or liabilities relating to any defects or delays in the design, construction, commissioning, testing, start-up and/or completion of the respective parts of the Area.

ARTICLE 33

Obligations after Completion

No more than 3 (three) months after the completion of the Construction Works, the Developer must deliver to the Responsible Institution the following materials in relation to the relevant Phase:

- i. all technical data (including design report, calculation and design documents, both in hard copy and software format, including all necessary software instructions) related to the design and construction of the area under respective Phase (two (2) copies);
- ii. Technical materials and construction drawings, including the original drawings (including the “as built” drawings), documents, instructions and quality certificates, installation records and inspection record (two (2) copies); and
- iii. Any other technical documents or materials related to the relevant Phase of the construction, as reasonably requested by the Responsible Institution (two (2) copies).

The Developer requires from the Responsible Institution that it has the ownership or exclusive license to use the detailed design and any other documents used for the design and construction of the area.

The Developer’s obligation to deliver and submit to the Responsible Institution the above documentation shall:

- (i) be revocable in one of the ways provided in this contract and law;
- (ii) be suspended to the extent the Developer uses and utilizes substantially the same design, materials, craftsmanship, care, and overall a similar approach, as has been used and utilized;
- (iii) provided, always, that the Developer has fully complied with the obligations arising directly or indirectly out of or in connection with its obligation for the construction of the area and that the Completion Certificate has been issued.

ARTICLE 34

Maximal limit of the Liquidated Damages for the delay upon the construction completion

Except for the events listed under Article 20 of this Contract, if the Factual Works Completion Date extends beyond the Scheduled Works Completion Date, or if the Developer fails to complete any of its substantial obligations provided herein, the Liquidated Damages will be payable by the Developer to the Responsible Authority equal to _____% of the investment, starting from the Factual Works Completion Date continuing for _____ days.

The total amount of the Liquidated Damages during the Construction Phase/s to which the Responsible Institution is entitled under this Contract at any given time shall not exceed _____ (the "**Construction Liquidated Damages Cap**").

The Construction Liquidated Damages Cap shall not constitute a limitation on the Developer's liability and shall be without any prejudice of the Responsible Institution ‘s rights or remedies

against the Developer in connection with the termination of this Contract for any reasons whatsoever, including the Responsible Institution 's right to call the full amount of any Contract Security.

Taking into account the Liquidated Damages by the Responsible Institution shall be without prejudice to its right to (i) notify the Developer of the existence of a Developer Event of Default, and (ii) give a Termination Notice to the Developer if such Event of Default is not remedied, as further provided in Article 50.

Any payment of Liquidated Damages during the Construction Phase shall be made by the Developer to Responsible Institution within thirty (30) days of the Developer's receipt of a notice from the Responsible Institution setting out the amounts of Liquidated Damages which are then due and payable. If the Developer fails to pay such Liquidated Damages when due, the Responsible Institution shall be entitled to call any such amount or amounts, under the Contract Security. Any amounts paid to the Responsible Institution by the Developer as Liquidated Damages shall be paid as a genuine pre-estimate of loss incurred by the Responsible Institution and shall not be required as an indemnification.

Article 35

Assumed Abandonment of Works

The construction of the Area shall be deemed to be abandoned by the Developer if, without the Responsible Institution's prior approval, the Developer:

- Notifies the Responsible Institution of its decision to abandon all or part of the Works;
- Does not resume construction of all or part of the Works within sixty (60) days after the end of a Force Majeure Event; or
- Interrupts the construction of all or substantially all of the Works for a continuous period of sixty (60) days; or
- Withdraws directly or through measures taken by the construction contractor all, or substantially all, personnel from the site, before the Scheduled Works Completion Date.
 - Such withdrawal results in a complete cessation of the Works, and
 - A substitute construction contractor shall not be appointed to continue construction within sixty (60) days from the date the construction stopped.

The date of abandonment or deemed abandonment shall correspond (a) in the case reviewed in paragraph (i) above, to the date of the notification and (b) in the cases reviewed in paragraphs (ii) to (iv) inclusive, to the day immediately following the date on which the respective grace periods referred to therein have expired.

Article 36

Biased termination of the contract

If the Developer interrupts or is deemed to have interrupted the construction in accordance with Article 35, the Responsible Institution shall be entitled to give a Termination Notice to the Developer and executes the Contract Security and _____.

ARTICLE 37

Contract Security

Prior to or on the date of signing this Contract, the Developer has insured it in compliance with the form provided in the Standard Documents of the Competitive Procedure (and whose copy is attached to this document) in the relevant Annex.

The Contract Security shall guarantee the proper and timely fulfillment of Developer's obligations as from the Effective Date until the completion of the Construction Phase/duration of this contract.

The Responsible Institution shall return the Contract Security upon the issuance of the Completion Certificate.

ARTICLE 38

Material/equipment guarantee

The Developer guarantees that all Equipment used or included in the Works are in conformity with the provisions of the Albanian legislation including the environmental one.

OPERATION AND MAINTENANCE OF THE AREA

ARTICLE 39

Developer's Obligations

As from the Effective Date the Developer shall be required to:

- i. exercise all the Developer's Rights in accordance with Good Industry Practice, and compliance with Applicable Regulations and Rates;
- ii. design, finance, build, test, authorize and operate in the Area;
- iii. conduct reporting, in accordance with the provisions of this Contract;
- iv. prepare the "Development Progress Manual";
- v. operate in the Area, by giving special importance to workforce and investments;

ARTICLE 40

Operation and Maintenance– Liquidated damages maximal cap

Except for the events listed under Article 20 of this Contract (*Extension of the Terms determined in the works graph*), if the Developer fails to (x) perform any of its operation and maintenance obligations, or (y) prepare the Development Manual or comply with its reporting obligations hereunder, liquidated damages will be payable by the Developer to the Responsible Institution. Such penalty will be equal to _____% of the investment, per day starting from the first day of delay until _____days.

The total amount of Liquidated Damages during the Operations Phase to which the Responsible Institution is entitled under this Contract at any given time shall not exceed _____.

The Operation and Maintenance Liquidated Damages Cap shall not constitute a limitation on the Developer's liability and shall be without any prejudice of the Responsible Institution's rights or remedies against the Developer in connection with the termination of this Contract for any reasons whatsoever, including the Responsible Institution's right to call the full amount of any Contract Security then outstanding.

The Responsible Institution's receipt of Liquidated Damages shall be without prejudice to its right to (i) notify the Developer of the existence of a Developer Event of Default, and (ii) give a Termination Notice to the Developer if such Event of Default is not cured, as further provided in Article 47. Any payment of Liquidated Damages during the Operations Phase shall be made by the Developer to the Responsible Institution within thirty (30) days of the Developer's receipt of a notice from the Responsible Institution setting out the amounts of Liquidated Damages which are then due and payable. If the Developer fails to pay such Liquidated Damages when due, the Responsible Institution shall be entitled to call any such amount or amounts under the Operations and Maintenance Security. To the extent that the Developer's liability for such Liquidated Damages exceeds the amount of the Operations and Maintenance Security, the Developer shall be obligated to make direct payments thereof to the Responsible Institution on demand.

Article 41

Utilities

The Developer must make its own provisions for the utilities, such as but not limited to, water, sewage treatment, electricity, telecommunications, roads and bear and assume any costs, expenses and liabilities in connection therewith within the boundaries of the site and / or as of the Interconnector if they already exist.

Article 42

Insurance

The Developer shall at all times obtain, maintain and renew any insurance covers required or beneficial for the exercise of the Developer Rights in accordance with Good Industry Practice and which obligatory by law, and shall deliver or procure the delivery of certified copies of any insurance certificates to the Responsible Institution upon any reasonable prior notice.

Article 43

Investment value

In accordance with the Developer's Bid, the investment made by the Developer will be _____. The Responsible Institution is entitled to review if the performance of the Developer regarding the investment pursuant to the terms and conditions provided herein.

Article 44

Employment

In accordance with the Developer's Bid, the Developer must provide hiring of _____ at least _____ positions. The Developer is responsible for reporting yearly to the Responsible Institution the number of the employees per year, together with the certification issued by the social insurance institutions. The Work Code is implemented with regard to the work relations in the area.

FORCE MAJEURE AND MATERIAL ADVERSE GOVERNMENT ACTION

ARTICLE 45

Force Majeure

A "**Force Majeure Event**" means any circumstance not within the reasonable control, directly or indirectly, of the Affected Party ("**Affected Party**") resulting in or causing a total or partial failure of the Affected Party in the fulfillment of any of its obligations under this Contract (other than the payment of money), but only if and to the extent that:

1. Such a circumstance, despite the exercise of reasonable diligence, cannot be or could not have been prevented, avoided or removed by the Affected Party;
2. the Affected Party took or has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Affected Party's ability to perform its obligations under this Contract and to mitigate the consequences thereof;

3. the event is not, or was not, the direct or indirect result of the breach by the Affected Party of any of its obligations under this Contract; and
4. the Affected Party has given the other Party ("**Non-Affected Party**") notice.

Force Majeure Events include the following circumstances, provided that they meet the criteria spelled out in the definition of Force Majeure Event above:

- A) acts of war, invasion or act of foreign enemy, or acts of terrorism, blockade, embargo, rationing, in each case occurring within or involving the Republic of Albania;
- B) acts or rebellion, riot, civil commotion, strikes of a political nature, act or campaign of terrorism, or sabotage of a political nature in each case occurring within the Republic of Albania;
- C) lightning, fire, earthquake, storm, cyclone, typhoon, tornado or other natural calamity;

The Affected Party shall be excused from performance and shall not be construed to be in default in respect of the Developer Contract for so long as, and to the extent that, such failure to perform is due to a Force Majeure Event, and the Term shall be automatically extended by the duration of such Force Majeure Event.

ARTICLE 46

Material Adverse Government Action

"**Material Adverse Government Action**" (or "**MAGA**") shall mean any act or omission, after the date of signature of this Contract, by a Governmental Entity, which has a Material Adverse Effect.

Material Adverse Government Action shall include the following circumstances (if they have a Material Adverse Effect):

1. expropriation, requisition, confiscation or nationalization of the Site and/or the Developer's Rights; or
2. prohibition or restriction on repatriation or transferability of Developer's profits or gains and senior debt service (under the Finance Documents) from the Republic of Albania (including foreign exchange prohibition and restrictions).

Notwithstanding anything to the contrary herein, a change of law shall not be deemed to constitute a MAGA and shall not give rise to compensation under this Contract, unless directly targeted at the Project and/or discriminatory against the Developer.

Within thirty (30) days of notice to the Responsible Institution of a Material Adverse Government Action, the Responsible Institution shall procure the remedy of the MAGA in question.

Should the Responsible Institution fail to procure the remedy of the MAGA prior to the expiry of the thirty (30) day period, the Parties shall discuss forthwith in order to reach a mutually satisfactory solution to restore the Developer to the position it would have been in had such Material Adverse Government Action not occurred (including compensation for costs and loss of profits).

TERMINATION OF THE AGREEMENT

Article 47

Developer's Events of Default

Each of the following shall constitute a "**Developer's Event of Default**":

- i. a Developer's failure to comply in any substantial respect with the requirements of the Construction Works (other than delays for which liquidated damages are due in accordance with the terms of this Contract);
- ii. a Developer's abandonment of the Works as contemplated under Article 34;
- iii. a Developer's failure to pay liquidated damages within the time periods specified hereunder, or a Developer's failure to make any other payment due and payable under this Contract);
- iv. the Maximal Liquidated Damages Limit or the Operations and Maintenance Cap being reached
- v. any Responsible Institution's reasonable finding that any material information provided by the Developer in the Developer's prequalification and/or bidding documents is false;
- vi. the Developer has been convicted through any judicial decision for the offences related to the professional activity;
- vii. any material breach of this Contract, whether or not expressly designated as such hereunder.

ARTICLE 48

Events of Default of the Responsible Institution

The following shall constitute an "**Event of Default of the Responsible Institution**":

- (i) Each material violation of this contract expressively or not specified as such;
- (ii) A Material Adverse Governmental Action occurs and is not remedied or corrected in accordance with article 46 as above.

ARTICLE 49

Contract Termination Procedure

The Responsible Institution may terminate this Contract by sending the Developer a Termination Notice based on an Event Default by the Developer that has not been corrected within a period of thirty (30) days from the notice to the Developer (without prejudicing the rights of Financing Parties under the following provision (Termination-Rights of Financing Parties), provided, however, that in

the case of an Event Default of the Developer, the Responsible Institution shall have the right but is not required to correct or attempt to correct this Event of Default involving any third party to correct the shortcomings, delays and defaults constituting an Event of Default of the Developer or by personally doing so and claiming the payment of relevant developer costs.

The Developer may terminate this Contract by making a Termination Notice addressed to the Responsible Institution based on:

- (iii) An Event of Default by the Responsible Institution that is not remedied within thirty (30) days from its notification to the Responsible Institution;

A non-fixed or unregulated MAGA as provided for in article 46.

ARTICLE 50

Contract Termination Payments

In case of the termination of this Contract, the Responsible Institution shall pay to the Developer the following compensation:

- (a) Contract Termination by the Responsible Institution for the Event of Default by the Developer = A

Termination of the Agreement by the Responsible Institution due to public policy = A + B + C

Contract Termination by the Responsible Institution due to an Event of Default by the Responsible Institution or MAGA = A + B + C

Where:

A = matured priority debt;

B = nominal value of fully paid ordinary shares;

C = $25 - X \times 0.6 \times Y \times Z$

X- year of Deadline on the date of Termination)

Y- average ROE for the 3 previous years prior to Termination)

Z- average value of ordinary shares for the three previous years prior to the Termination.

TERMINATION – RIGHTS OF FINANCING PARTIES

ARTICLE 51

Notice of the Developer’s Event of Default

Immediately after receipt of notice for the Developer’s Event of Default, the Responsible Institution shall make a notice thereof to the Financing Parties, in order to enable the Financing Parties to correct or cause to correct this Event of Default of the Developer within ninety (90) days from the date of such a notice, and the Responsible Institution shall provide the reasonable assistance for that purpose to the Financing Parties.

ARTICLE 52

Replacement of the Developer

If an Event of Default of the Developer is not corrected by the Developer within the reasonable time limit under article 51 and is not otherwise corrected in accordance with or by virtue of a final decision of the court/arbitration, the Responsible Institution shall have the right to send a Termination Notice to the Developer.

Notwithstanding the above, the Termination Notice shall be deemed withdrawn if prior to its entry into force, the Financing Parties decide, in conformity with Law, to:

- (i) place a lien on capital shares; and/or
- (ii) to propose the Project transfer to a management substitute team or a substitute entity with equivalent economic-financial and technical capacities with the view of ensuring the Project continuity.

As above, the Responsible Institution:

- (i) does not unreasonably withhold or does not delay its consent if the proposed management team has the expertise, skills, reputation and financial status at least as that of the Developer, and
- (ii) carries out actions that are required or are necessary to realize that transfer in relation to the Financing Parties;

Also, provided that such replacement is limited to a period of twelve (12) consecutive months and at any time during that period, the Responsible Institution shall organize a new tendering process for the Project as foreseen below.

ARTICLE 53

Competition procedure for replacement of developer

In the event that Responsible Institution organizes a competition procedure for the Project in accordance with the Law under provision of article 52 as above, it shall ask the opinions and

reasonably involve the Financing Parties (upon their request) for the preparation and implementation of competitive procedure (including the preparation, discussions and finalization of the Developer's amended agreement with a third party) in order to ensure the Project continuity by meeting the interests of Responsible Institution and Financing Parties.

ARTICLE 54

Termination-Termination Payments

If, notwithstanding Articles 51-53 as above, the Financing Parties decide not to apply their rights or regardless of the exercise of those rights, no reasonable option is found for the Project continuity, the Responsible Institution may terminate the Contract and upon a written request of the Financing Parties, makes the termination payment.

Article 55

Handover

In the last six (6) months of the Deadline, the Developer (at the time when it is normally possible if this Contract is subject to early termination in accordance with its terms), shall commence to meet the following handover obligations and shall cooperate and ensure the full access and information to the Responsible Institution (or a third party so assigned), as it may be required or as it is necessary to take over the area operation.

Immediately at the end of the Term (notwithstanding the fact is the Contract shall terminate earlier or not):

- (b) The Area and Existing Facilities required to be expanded and/or maintained by the Developer should be (x) under a reasonable state of repair, cleanliness and presentation, taking into account the term of use and reasonable wear and tear (y) in order to comply with the Minimum Technical Requirements; provided however that every conflict regarding the subparagraphs (x) and (y) in the foregoing sentence shall be transmitted to the Technical and Economic Expert, who (notwithstanding the opposite forecasts) makes a final determination for that Dispute; and further provided that, in case when the Developer does not meet his obligations under this article (i) (or that Technical and Economic Expert has decided against the Developer in relation to a Dispute mentioned above), the Responsible Institution shall be entitled to execute the contract security;
- (c) The Developer's rights shall be automatically terminated and the Developer shall be no longer entitled to use and enjoy the Area, Construction Site and the Right of Way;
- (d) The Developer shall immediately transfer to the Responsible Institution, free from all encumbrances such as payment security and liens, all rights, titles and interests of the

Developer in and for the Area (including the Area ownership and ownership of every section of the Existing Premises expanded by the Developer, including (as long as they are part of or used within the Project) as follows:

- (i) all unprocessed materials, consumables and spare parts,
 - (ii) all personal non-physical assets, including the intellectual property right (that are not already transferred from the license),
 - (iii) all constructions and installations,
 - (iv) records, reports, data, files and information, drawings, test results, computerized and non-computerized documents,
 - (v) all guarantees of equipment, materials and works,
 - (vi) all contract rights, including the lease, sublease and maintenance contracts, as appropriate, and security policies and the Development Manual;
 - (vii) all works in progress (including Construction Works, if applicable) under the contracts with sellers, suppliers, contractors and subcontractors, and
 - (viii) all rights in relation to any payable guarantee incomes for or on account of the Developer but unpaid on the date of termination of that Agreement, in relation to the right, title and interest of the Developer in the Project.
- (e) The Developer shall take all necessary steps to realize any transfers provided for in this article (including the formulation of every required documentation and undertaking of any obligations or agreements) with the Responsible Institution (or every third party assigned) and without incurring any costs or expenses to the Responsible Institution (unless expressly provided for in the following subparagraph (v)); and
- (f) The Responsible Institution is liable for receiving or realizing at his own cost, all Authorizations for Area operation (or transferring its operation to a third party) and the Developer shall assist the Responsible Institution to identify and obtain any such Authorization, including the delivery of reasonable assistance for preparing the relevant requests.

In case of the material non-compliance by the Developer with the requirements of that article, the Responsible Institution shall be entitled to maintain the Contract Security.

SETTLEMENT OF DISPUTES

ARTICLE 56

Dispute settlement by reconciliation

Every dispute between the contracting parties that arises or is related to the Contract implementation and interpretation, but not limited thereto, issues related to its termination,

defaults, termination, invalidity either be included in the Contract or Annexes thereof, shall be amicably resolved between the parties based on the goodwill.

ARTICLE 57

Technical and Economic Expert

If no amicable solution is reached, according to the foregoing article, within thirty (30) days from the receipt of notice by either party in relation to any disputes, the parties shall refer to an expert ("**Technical and Economic Expert**"). In order to assign a Technical and Economic Expert, (i) the Responsible Institution and Developer shall each assign two (2) experts within a period of fifteen (15) days after the termination of the above period of settlement by reconciliation and (ii) along with the relevant experts shall assign by consensus the Technical and Economic Expert as soon as possible.

Recommendations of the Technical and Economic Expert shall have no binding character for the Responsible Institution and Developer.

ARTICLE 58

Dispute settlement by court or arbitration

If the dispute cannot be amicably resolved, the parties shall agree the dispute be conclusively settled by the court or arbitration.

In each case the Albanian legislation in force shall be the applicable law.

MISCELLANEOUS

ARTICLE 59

Stability Clause

The responsible institution may enter into a binding commitment on behalf of the state that shall have the effect of securing appropriate safeguards in favor of the investor, with which it shall be protected from the financial consequences of the legislation that enters into force after issue of the license or permit for commencement of the activity in the area. Such a commitment shall be subject to the following restrictions:

_____.

ARTICLE 60

Applicable laws

The Developer shall comply in all respects with the Albanian legislation, until the contract term expiry.

ARTICLE 61

Obligation-Compensation

The Developer shall be jointly and individually responsible for all rights and obligations under this Contract.

The Developer shall indemnify and keep the Responsible Institution harmless in relation to an injury, cost, expenses or obligations deriving or caused by its negligence or violation of its obligations under the contract.

ARTICLE 62

Language

This Contract shall be terminated and implemented in Albanian language. All communications and notices between the Parties in relation to it shall be in Albanian language.

ARTICLE 63

Notices

Every other notice or communication by one Party to the other one, that is required or is permitted to be made under provisions of this Contract: (i) shall be in Albanian language; (ii) shall be made in writing; (iii) shall be personally (by hand) delivered or sent by pre-paid registered mail or by courier to the address of the other Party given below or to any other such address as the other Party shall require by notice or to be sent by fax transmission (upon the receipt of transmission confirmation) to the fax number of the other Party shown below or to another similar fax number as the other Party shall request by notice; and (iv) shall be brought to the attention of the person (s) designated as below or other person (s) as the other Party shall request by notice.

Any other notices or communications made by one Party to the other one in accordance with the above provisions of this Article shall be deemed received by the other Party if personally delivered on the day set out in the address of that Party (which may be modified from time to time after a reasonable notice by either Party to the other one), if sent by non-registered safe mail or by courier within forty eight (48) hours from the date of posting or if sent by fax transmission as foreseen above.

For the purposes of communication regarding the implementation and interpretation of this contract, the parties shall designate their contact points:

For the Developer []

For the Responsible Institution [Director of the Responsible Directorate for Economic Areas]

ARTICLE 64

Governing Law

This contract shall be regulated and interpreted in accordance with the laws of the Republic of Albania.

ARTICLE 65

Contract Validity

If a term or provision of this Contract is deemed invalid or unlawful or non-applicable, the remaining provisions of the Contract shall not be affected while the parties are committed to replace the invalid provision with a valid one within a reasonable time limit but in each case not later than 30 days.

ARTICLE 66

Entry into Force

This contract shall become valid and enter into force upon its approval by Decision of Council of Ministers, after signing by the parties.

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LIST OF ANNEXES

Annex “Developer’s Bid”

Annex “Contract Security”

Annex “Map of the Area”

Annex “Technical Bid”

Annex “Phases and Schedule of Works”

Annex “List with the no. of properties, their status and the map”

Annex “Terms of reference”

Annex 13

[Annex to be completed by the Responsible Institution]

AWARDED CONTRACT PUBLICATION FORM

Section 1 Responsible Institution

1.1 Name and address of the Responsible Institution

Name _____
Address _____
Tel/Fax _____
E-mail _____
Website _____

Section 2 Object of the Contract

2.1 Type of Contract

Services

2.2 Short description of the Contract

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

2.3 Duration of the contract or term for execution:

Duration in years:

Section 3 Procedure

3.1 Type of procedure:

Competitive procedure	Procedure with application, in private property.
<input type="checkbox"/>	<input type="checkbox"/>

3.2 Number of bids submitted:

Number of proper bids:

Section 4 Information about the contract

4.1 Number of Contract: _____ **Date of Contract**

4.2 Name and address of Bidder

Namei _____
Address _____
Tel/Fax _____
E-mail _____
Website _____

4.3 Total Amount

Amount of Investment _____(without VAT) Currency _____

4.4 The Contract was signed between [Responsible Institution] and [Developer] was approved with the Decision of the Council of Ministers no. ___ date ____.

4.5 Additional Information (none)

Responsible Institution

Executive of the Responsible Institution

Annex 14

[Letterhead paper of Bank / Insurance Company]

[Annex to be submitted by the Bidder]

CONTRACT SECURITY FORM

[Date _____]

To: [Name and address of the responsible authority]

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

Procedure : [type of procedure]

Short description of the contract: [object]

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

Whereas:

- (name of the Awarded Bidder) was announced the winner in Competitive Procedure for _____, located in _____, according to the letter of (name of the Responsible Institution) (referred below as the “Responsible Institution”), No. ___Prot, dated __.__.__, “Notification of the Winner”; and
- The Awarded Bidder submitted the Draft of the Contract entered between him and the Responsible Institution, “On the contract of the technological and economic development area__ “; and
your Contract requires the issuance of a Contract Security in the amount specified below, as a guarantee for the fulfillment of Developer’s obligations provided in the Contract; and
- (name of the Bank/insurance company) agrees to issue this guarantee.

We hereby declare that:

- we are the guarantors of the above-mentioned contract up to the total amount of (amount in figures and words), an amount which is payable in the form and currency stipulated in the contract; and
- we undertake to pay, as soon as you make the first written request and it is not necessary to make the argumentation of the request, any amounts within the limit of (amount of guarantee); and
- in order to obtain this guarantee, it is not necessary to firstly address to the Developer to make the payment according to your request; and

- no addenda or amendment to the conditions of the Contract for which you may agree with the Developer, does not release us from the obligations of this Guarantee.

This guarantee is valid until the date which includes the day from the issuance date of the Completion Certificate.

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

[Representative of the bank / insurance company]

Annex 15

COMPLAINT FORM TO THE RESPONSIBLE AUTHORITY

Complaint addressed to: Responsible Institution

Section I. Identification of the Complainant

The Complainant may be a Bidder or potential Bidder (i.e. an individual, in partnership, in cooperation, in a joint venture).

Complainant's full name (please type)

Address

City

State

Postal code/Zip code

Telephone No. (including area code)

Fax No. (including area code)

E-mail

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

Signature of authorized official

Date (year/month/day)

Telephone No. (including area code)

Fax No. (including area code)

Section II. Information on the Procedure

1. Number of Identification

*Fill in the contract number provide in the contract notice or in the documents of the competitive procedure, including the **type of procedure used**.*

2. Responsible Institution

Name of the Responsible Authority administering the process.

3. Investment Value

Calculation of the investment value (amount stated in figures and words)

4. Object of the Contract

Short description of the contract.

5. Deadline for Bid Submission

Deadline for the submission of bids.

Date (year/month/day)

6. Contract Award Date

Date (year/month/day) if applicable

Section III. Description of the complaint

1. Legal Grounds for the Complaint

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

2. Detailed Statement of the Facts and Arguments

Give a detailed statement of the facts and arguments supporting your complaint. For any reason of the complaint specify the date you were informed on the facts related to the complaint reasons. Point out the respective sections of the tender documents, if applicable. Use additional pages if necessary.

3. List of Attachments

In order for a complaint to be considered filed, it must be complete.

*Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would normally include **any notice published, all tender documents, with all amendments and attachments; your proposal.** Indicate which information, if any, is confidential. Explain why the information is confidential and provide either a version of the relevant documents with confidential portions removed or a summary of the contents.*

4. Preliminary objection to the Responsible Institution

Objection is called a complaint addressed directly to the Responsible Institution. Please attach a copy of each written complaint, including the response, if applicable.

- 4.1. Have you made such an objection? If yes, then specify the way of objection (i.e. in writing, through fax, etc).

Yes No

- 4.2. The Responsible Institution where the objection has been made.
Name of contracting authority.

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

- 4.3. Nature of Required Corrective Measure
What kind of corrective measure do you require?
-

- 4.4. List
*In order for a complaint to be considered filed, it must be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would normally include **any notice published, all documents of the competitive procedure, with all amendments and attachments; your proposal; all the correspondence and written information relation to the objection you have made.** Indicate which information, if any, is confidential. Explain why the information is confidential and provide either a version of the relevant documents with confidential portions removed or a summary of the contents.*

Send the completed form of complaint on the competition, all the required annexes and several additional copies to: **The Responsible Institution according to Law no. 9789 dated 19.07.2007 “On the Establishment and operation of the technological and economic development area”.**

Fax No.:

E-mail:

Complainant’s Signature and Seal

Annex 16

[Annex to be completed by the Bidder]

POWER OF ATTORNEY FORM

Today as of date, month, year ____/____/____

Before me

The Notary Public

The undersigned Mr./Ms
in his/her capacity _____

Citizenship _____
Holder of Passport or Identification Document no. _____
Issued by _____
On _____
Resident in _____

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

- (a) to sign and seal and submit at the responsible institution all the documents mentioned in Table 1, attached;
- (b) hand over and take over any kind of document or instrument relating the documents mentioned in Table 1 attached; and
- (c) perform all the required or additional actions regarding the issues stipulated in this document, including the signature and execution of each act, which is required in order to apply to fulfill all the documents listed in Table 1, or that such documents bring consequences.

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

Annex 17

[Annex to be completed by the Responsible Institution]

TERMS OF REFERENCE

INTRODUCTION

The Ministry of Economic Development, Tourism, Trade and Entrepreneurship of the Republic of Albania pursuant to Law No. 9789, dated 19.07.2007 “On the establishment and operation of technological and economic development areas”, as amended, decided to implement the competitive procedure for the selection of the developer of the Technological and Economic Development Area, “SPITALLË”.

The selection of the Awarded Bidder shall be made based on an open competitive procedure, according to the specified and evaluation criteria determined in the DCM no. 646, dated 06.04.2016 “On the stipulation of procedures and criteria for the selection of the developer in the technological and economic development area”, with a contract duration of 99 years. (Pursuant to item b of Article 10, Law no 9789 dated 19.07.2007“ On the establishment and operation of technological and economic development areas”, as amended), and item 4 of the DCM no. 262 dated 06.04.2016 “On the announcement of the technological and economic development area in Spitalë, Durrës”. In addition, part of the legislation where the realization of procedures for the technological and economic development area shall be based on, is the Law No. 55/2015 “On Startegic Investments in the Republic of Albania”.

The Ministry of Economic Development, Tourism, Trade and Entrepreneurship as the Responsible Institution for the development of the competitive procedure shall carry out the procedure for the selection of the Developer until the contract is entered.

MEDTTE shall be hereinafter the Responsible Institution, which shall control and monitor the operation of this area.

Below it is given a general information of the area where each interested Bidder may obtain a full understanding of the area and the possibility of the identification of the supporting infrastructure in order to fulfill the mission of the developer in the area.

GENERAL DESCRIPTION

GEOGRAPHIC POSITION

The Technological and Economic Development Area in Spitalë, Durrës is located in the North of Durrës District. The area of **101.2** ha belongs to Cadastral Zone No. 8517 Durrës. This area was announced with DCM No. 262, dated 06.04.2016 “Announcement of the Technological and Economic Development Area in Spitalë, Durrës”.

This economic area is situated near the second most developed city in Albania, Durrës, only 30 km far from “Mother Teresa” international airport, 37 km away from the capital city of Albania, Tirana.



Albania is bordered by: Greece, Italy, Montenegro, Kosovo and Macedonia. For its strategic position, Spitala is located in the core of Albania by providing access to the main highways of our country. This makes the area more attractive and easily accessible from major border crossings of the country.

- Spitala is located 225 Km far from Kakavija, the main customs point connecting our country with Greece.
- Spitala is extended into the 8th corridor and it is situated 156 km far from Kukës, the customs point with the state of Kosovo.
- 142 Km far from the customs point of Hani i Hotit connecting Albania with Montenegro.
- 142 Km far from Qafë Thana, Customs point connecting Albania with Macedonia.
- This economic area is extended close to the Port of Durrës, the greatest and most important in Albania.
- TEDA Spitalle is 6.4 km away from the port of Durrës, which is one of the oldest ports in the Adriatic Sea that enable communication between Eastern and Western Europe. The Port of Durrës has 4 dedicated terminals for freight. All kinds of goods, minerals, fuels, cement and items from different categories are loaded and discharged. The terminal is equipped with all mechanisms for processing goods and managing the traffic flow in recent years.

HIDROLOGIC CONDITIONS

Hydrogeological conditions of the area's surface indicate the existence of underground water. According to the geological study, it results that surface water nourishes deep underground layer, but does not cause surface corrosion. Geological and hydrogeological conditions of the land, where the Area is located, are good.

From the hydro-chemical viewpoint, they are of the chloride-sulphate-sodium-magnesium type and they are aggressive to common concrete.

In this area, underground water may be found at 0.6-2 meters of depth. From the chemical viewpoint, underground water has soda, chlorine, magnesium, sulphate contents. Chemical analyses indicate that water is hard due to the content of SO₄ and CL.

LEGAL STATUS OF THE AREA

The Technological and Economic Development Area in Spitallë Durrës with a total surface of **101.2 ha**, has state status:

Located outside the area are the University "Aleksander Moisiu" in the southern part of the plot no. 80, 81 and treatment plant sewage southeast of parcel no. 147.

OTHER CONDITIONS RELATED TO THE OBJECT

INFORMATION ON EXTERNAL INFRASTRUCTURE

The area is positioned close to Durrës District and the national road is not far away from it.

Access to the Economic Area Spitallë is possible from 2 main access ways:

- The main road from Durrës District to Porto Romano, which is connected with the "TEDA" through cross roads. These secondary roads are not well-maintained and in several cases are not asphalted. The cross road, which connects the main road Durrës-Porto Romano with the Economic Area is called "Miqësia" Road. "Miqësia" leads to the roundabout within the area, which serves as a separator of fishing tanks with the remainder of the economic area and is connected with the new road, which is being built, of Porto Romano, going through the economic area.
- Access into Tirana-Durrës Highway in Qaf-Zotaj overpass, passing through "Këneta" roundabout and through the suburbs of Vrinas in the road to Rinia village.

ENGINEERING INFRASTRUCTURE

✓ System of Canalizations:

- The channel of high waters Spitallë, with a length of 5.4 km, collecting all the waters of Spitalla hills starting from Durrës District to the outlet into the sea, in the Porto Romano area.
- The network of drainage channels of Këneta, consisting of:
 - The main drainage collector with a length of 7.2 km, collecting most of the marsh waters and forwarding them to the pumping station of Porto Romano.
 - The network of secondary channels, with 20 channels, with a length of 44 km.
 - The pumping station of Porto Romano, draining an area of 3600 ha in total and out of this surface, 2400 ha belongs to the area of the former marsh. This pumping station has an installed power of 1400kw and designed capacity approximately 25 m³ water per second.

✓ **Potable water system:**

- In the north western part there are situated the reservoirs of potable water, which may also serve for the supply of the economic area. There are no investments for the distribution of potable water and technological waters to meet the needs of the economic area.
- As for the watersupply network, nthere are no pipelines for potable water supply in that area.
- As for the network of canalizations, there are no pipelines either as the water being treated in the Plant discharges into the open channel which extends across all the area to the outlet in the pumping station.

✓ **Energy System**

A transformer station of local electricity is situated on the left of “Miqësia” road near the “TEDA” and an investment has been made for the construction of a sub-station for the power supply of “TEDA” Spitalë.

REGARDING LAND COMPOSITION

✓ **Land description**

- The land on which the TEDA is extended is a saline land with sandy content, the surface has rare characteristic vegetation of marshy areas and numerous drainage channels pass across, built before the 90s, during its entire length and width, which serve for the drainage of surface and removal of waters, which in many countries of the area increase the percentage of humidity. Vegetation is numerous in those surfaces on which the quality of soil has been improved from excavations and occasional works that have been carried out in this area.

✓ **Geotechnical conditions**

- Geotechnical studies have shown the existence of 7 layers in a thickness of 15-20 meters. There are rocks and sand in a depth of 14.5 and 20 m. The retaining capacity of foundations in a 2 m depth is considered to be 0.18 N/mm² and 1.8 kg/cm².
- According to the geological study, it results that the surface waters nourishes deep layers of underground, but does not cause surface erosions. The geological and hydrogeological conditions of the land where the Economic Area is situated are good, favourable.
- Pursuant to the classification of the land for designing purposes, the land for construction site, is considered of the third category, as it is constructed from poor deposits, with underground water level close to land surface.

✓ **Seismic risk**

- According to the seismic map, Durrës belongs to the area of 8 Richter MSK-64 scale earthquakes. From the seismologic studies made by the Institute of Seismology in Albania, it was observed that in the area of Durrës, earthquakes are regenerated with seismic potential M=06-6.9

OTHER CONDITIONS ASSOCIATED WITH THE LABOUR MARKET

SOCIAL CONDITIONS

Labour market

- ✓ Proximity to Durrës and the capital city Tirana gives “TEDA” Spitalë the advantage that the majority of labor force is educated. From the official data of the year 2014, the capable labor force is approximately 190.547, of which 93.680 are presently employed. 43% of the labor force in Durrës has a high school degree, while 24% has a university diploma. The University of Durrës “Aleksandër Moisiu”, which is located near “TEDA” Spitalë has a total of 13.500 registered pupils.

“TEDA” Spitalë has the advantage that it is near the capital city of Albania, which has a labor force approximately 321.681, of which 256.544 are presently employed. 41.6% of the work force in Tirana has a high school degree, while 45.3% has a university diploma.

Types of activities

- Manufacturing – industrial and agro-processing(new innovative industries with high – tech,energy-efficient industries,high-productivity industries,IT activities,automotive spare parts, construction materials etc).
- Commercial and goods storage
- Services (Administration, Banking, Customs, Health-care,legal, insurance companies, notaries etc.),transport activities,support loistics

QUALIFICATION AND EVALUATION CRITERIA (Annex 3)

Clarification regarding the Evaluation Criteria.

The evaluation criteria shall be based on the:

- *Technical Design Proposal for the development of the area, including:*

The evaluation and analysis of the existing and proposed situation for the use of land, policies for the use of land, rehabilitation plan, legal and institutional development plan, design instruction and architectonic terms.

Preliminary design; Technology used; infrastructure quality, investment values; technical and engineering plan of the area in compliance with the standards used for construction and urban planning; execution plan (detailed design), operational plan and methods for the

operation and maintenance of the area; the program for attracting new industries; the type of economic activities in the area.

The design (project) shall also anticipate the measures to be taken by the Bidder so that the area be provided with the required capacities and infrastructure in order to respond to emergency situations in the area, such as: fire explosions, damages of pipelines, leakage or toxic pollutions.

This design (project) shall also anticipate the construction of surrounding boundaries, fencing according to the perimeter of the area in order to realize the security and physical separation of this territory; construction of entrance and exit gates from the area, construction of squares, objects and premises within the area, necessary for the control and movement of goods, people and transport means, safety of buildings, infrastructure objects and boundaries of the area and anticipate the supervision of the area.

- *The financial evaluation shall consist of;*

Evaluation of the business plan submitted by the Developer, financial situation and financial structure where the preliminary calculation and cost evaluation shall be submitted for the development of the proposed area.

Preparation of a financial model shall include the Table of Income and Cash Flow, funding plans, sources of funding for the execution of the business plan, sources of capital investments, structure of funding;

The Developer shall organize the funding of investment for the construction of the area and shall hold all the costs for the technical improvement of the facilities in the area, provide vehicles and equipment, additional equipment, computer systems, labour force and all direct and indirect expenses related to the obligation to render services in the area, including herein, inter alia, all the expenses for maintenance and repair, security, energy, fuel, electricity, water, communication, safety, etc.

The developer shall apply tariffs for leasing for granting premises to operators and users according to the tariffs determined in the business plan and they are part of the calculation of revenues which the developer shall provide during the operation of the area,

- *Staff requirements:*

The Candidate for Developer shall provide sufficient and qualified personnel and shall determine the number of each type of required personnel in order to fulfill the objectives.

The staff shall consist of appropriate technical personnel, experienced in various aspects of project development.

In order to fulfill all his obligations, the Developer should anticipate the employment of individuals with good managerial, administrative, operational and technical qualifications, consolidated experience and in a sufficient number.

- *Criteria regarding environmental impact:*

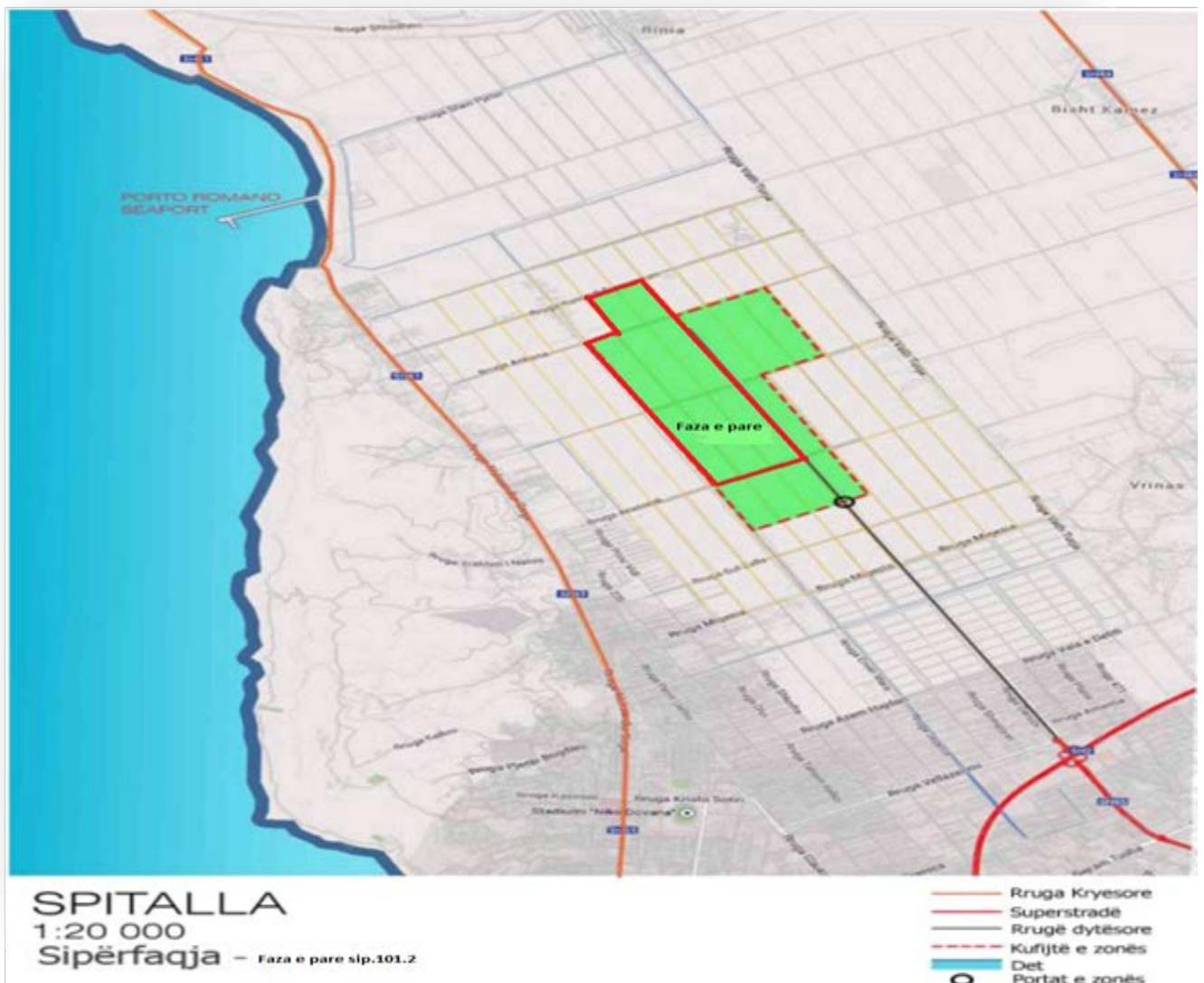
The environmental impact of investments and operation of the area; Type of activity based on environmental studies of the area.

- *Duration of works:*

The graphic, phases and terms for the execution of investments for the development of the area.

The Candidate who shall submit the graphic for the realization of investments in the shortest time possible for each phase shall receive maximal points.

Stipulation of the importance for the evaluation criteria shall be made based on the importance of each criterion in its total, according to the methodology of evaluation determined in the competition documents.



Annex “List with the no. of properties, their status and the map”

**LIST OF PROPERTIES TO BE INCLUDED IN "THE AREA OF
TECHNOLOGY AND ECONOMIC DEVELOPMENT" Spitalle**

Durres

First phase.

No.	Cadastral zone	No. Property	Type of property	Area m2
1	8,517	36	ARE	72,605
2	8,517	37	ARE	72,955
6	8,517	48	ARE	140,250
7	8,517	49	ARE	146,375
8	8,517	50	ARE	135,000
9	8,517	63	ARE	142,200
10	8,517	64	ARE	155,235
11	8,517	65	ARE	147,730
				1,012,350

State property