



**ΥΠΟΥΡΓΕΙΟ ΕΞΩΤΕΡΙΚΩΝ**  
**Β1 Διεύθυνση**  
**Σχεδιασμού Εξωστρέφειας και**  
**Συντονισμού Φορέων**  
**Εξωστρέφειας**

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**ΑΔΙΑΒΑΘΜΗΤΟ**  
**ΕΠΕΙΓΟΝ -ΠΡΟΘΕΣΜΙΑ 23.9.2021**

Αθήνα, 14 Σεπτεμβρίου 2021  
**Α.Π. 46898**

**ΠΡΟΣ :** - ΠΙΝΑΚΑ ΑΠΟΔΕΚΤΩΝ

**ΚΟΙΝ.:** - Πρεσβεία Τιράνων και Γραφείο ΟΕΥ αυτής

**Ε.Δ.:** - Διπλωματικό Γραφείο κ. Πρωθυπουργού  
- Διπλωματικό Γραφείο κ. ΥΠΕΞ  
- Διπλωματικό Γραφείο κ. ΑΝΥΠΕΞ  
- Διπλωματικό Γραφείο ΥΦΥΠΕΞ κ. Φραγκογιάννη  
- Γραφείο κ. Γενικού Γραμματέα  
- Γραφείο κ. Γενικού Γραμματέα ΔΟΣ και Εξωστρέφειας  
- Γραφείο κας Β΄ Γενικής Διευθύντριας  
- Β4 Διεύθυνση

(χ.σ.)

**ΘΕΜΑ:** Προκήρυξη δημόσιου διαγωνισμού για κατάθεση προσφορών για το σχεδιασμό, την κατασκευή κλπ του νέου Διεθνούς Αερολιμένα Αγίων Σαράντα, στο πλαίσιο συμφωνίας παραχώρησης/ΣΔΙΤ.

Σε συνέχεια ρηματικής διακοίνωσης της Πρεσβείας της Δημοκρατίας της Αλβανίας στην Αθήνα (με ημερομηνία 10 Σεπτεμβρίου 2021), σας γνωρίζουμε ότι το αλβανικό Υπουργείο Υποδομών και Ενέργειας (ΜΙΕ) έχει προκηρύξει ηλεκτρονικό δημόσιο διαγωνισμό, προκειμένου να αναθέσει σε ιδιώτη, στο πλαίσιο Σύμβασης Παραχώρησης/ΣΔΙΤ, τον σχεδιασμό, την κατασκευή, τη λειτουργία και τη συντήρηση του νέου Διεθνούς Αερολιμένα των Αγίων Σαράντα. Η επιλογή του νικητή-αναδόχου θα πραγματοποιηθεί, σύμφωνα με κριτήρια καταλληλότητας και αξιολόγησης που προβλέπονται στους όρους του Διαγωνισμού.

Η λειτουργία του αεροδρομίου των Αγίων Σαράντα είναι μία από τις κύριες δεσμεύσεις της κυβέρνησης της Αλβανίας και ο νέος αερολιμένας θα υιοθετήσει τα απαραίτητα πρότυπα πιστοποίησης και θα κατασκευαστεί σύμφωνα με τα πρότυπα της ισχύουσας εθνικής και διεθνούς νομοθεσίας και τα πρωτόκολλα τήρησης τεχνικών απαιτήσεων ασφαλείας.

Οι ενδιαφερόμενοι φορείς και επιχειρήσεις μπορούν να λάβουν περισσότερες πληροφορίες, για τον διαγωνισμό, στο επισυναπτόμενο ενημερωτικό υλικό, ή μετά από επικοινωνία με το ως άνω Υπουργείο, στις ακόλουθες διευθύνσεις ηλ. ταχυδρομείου: [teuta.balili@infrastruktura.gov.al](mailto:teuta.balili@infrastruktura.gov.al) και [kledia.ngjela@infrastruktura.gov.al](mailto:kledia.ngjela@infrastruktura.gov.al).

Η καταληκτική ημερομηνία υποβολής προσφορών είναι η Πέμπτη 23 Σεπτεμβρίου 2021.

Παρακαλούμε για την ενημέρωση των μελών σας.

Ο Διευθυντής

Συν.: σελ. 139

Απόστολος Μιχαλόπουλος  
Σύμβουλος ΟΕΥ Α'

## SARANDA INTERNATIONAL AIRPORT (SIA)

### TECHNICAL REQUIREMENTS

The Concessionaire shall refer to the following terms, *but not limited to*, for the purpose of completing and perfecting the works, products and services in the frame of the construction of the Saranda International Airport (SIA), acting and maintaining, at all times, updated practices and standards ICAO, EC, EASA, EN, ICE, BS (the latter where applicable).

#### 1. Technical Design

- 1.1 Prior to the commencement of works, based on the Land Use (High level Master Plan) of the Saranda International Airport, the Concessionaire shall prepare, Detailed Design as well as the Airport Master Plan, including the passenger terminal, perimeter security routes, taxiways, inbound vehicle routes, apron, runway, air traffic control tower, parking lots, administrative building. For all mentioned premises, the Concessionaire must submit the respective drawings.
- 1.2 A General Plan of the Terminal Area (*the building and the apron* and the respective drawings).
- 1.3 A Concept Design of the passenger Terminal building displaying the dimensions of each zone separately according to the respective drawings, and the conjunction of such planning if the terminal construction will be phased out.
- 1.4 The description of the lighting mode and specification of the type of lighting for the Passenger Terminal as well as all offices and public areas and air traffic control tower, in accordance with the respective drawings.
- 1.5 The perspective of the construction of the Passenger Terminal and Air Traffic Control Tower according to the respective drawings.
- 1.6 Airport Traffic Planning, displaying the capacity and specification of roads as well as the direction of taxis, buses, available to departing passengers and parking for passenger cars and airport personnel.
  - *It outlines the separation of airside routes and land traffic roads as well as the security measures in a combination of both. It also displays how traffic will be oriented / allowed at each stage for Albcontrol and the local residents (outside the Concession Area).*
- 1.7 Detailed project implementation planning.

#### 2. The Airport Master Plan

- 2.1 The Concessionaire shall develop and continuously (every 5 years) update the Saranda International Airport Master Plan. This improvement ought to include as a minimum:
  - 2.1.1 A long-term main plan outlining the areas under development and land use inside and outside the Airport perimeter (airside and landside);
  - 2.1.2 Traffic Forecasts; for passengers, aircraft as well as cargo tonnage forecasts, including loading period and diagrams;
  - 2.1.3 Infrastructure airside layouts; the runway, taxiways and apron;
  - 2.1.4 Terminal area planning; the terminal, the hangars and terrain element drawings;
  - 2.1.5 Support infrastructure; fuel, firefighting and rescue, substations;
  - 2.1.6 Cargo Center;
  - 2.1.7 Airport Administration Building;
  - 2.1.8 Air navigation infrastructure, based on data obtained from Albcontrol, telecommunications and lighting;
  - 2.1.9 Security, *comprising of measures taken with regard to the safety of people and goods against unlawful interference;*
  - 2.1.10 Taxiways; perimeter road and other airside roads;
- 2.2 The Airport Master Plan shall include a phased development program for the Airport to meet the anticipated air traffic requirements during the concession period.
- 2.3 The Airport Master Plan shall include a Restricted Area to enable the Airport to operate.
- 2.4 The Concessionaire shall determine the location of the wastewater treatment plant in the Airport Master Plan.

- 2.5 The Airport Master Plan shall contain detailed specifications for runway, taxiways and apron. The Master Plan may consider a phased construction of the runway and taxiways, without prejudice to the unlimited aircraft operations as foreseen in 3C Airport Category.
- 2.6 The Airport Master Plan shall include a modus of calculation of the *Pavement Classification Number* PCN for the runway, the taxiways and the apron.
- 2.7 The Airport Master Plan shall be completed and submitted to the Contracting Authority for review and approval.
- 2.8 The Concessionaire shall review and update the Airport Master Plan every five years.
- 2.9 The Concessionaire shall develop and operate the Airport during the Concession period in accordance with the Approved Airport Master Plan.

**3. Passenger Terminal**

- 3.1 The Concessionaire shall design, build, commission, operate and maintain the Terminal Building in accordance with the Approved Technical Design and the agreed stages of its development.
- 3.2 The Concessionaire shall ensure that the Terminal, after the commencement of operations and before commencing its expansion, can accommodate at least 130 000 passengers per year, and the equivalent of 340 passengers per hour under the TPHP Level (Total Peak Hour Passenger)
- 3.3 The Concessionaire shall ensure that the equipment necessary for Phase 1 of the Terminal will be suitable to handle the following levels of passenger traffic in accordance with the Standards:

TPHP (Total Peak Hour Passenger)	300	550	825
	Commencement of Operations after completion of the First Phase of the Terminal	Second Phase, 5 years after Commencement of Operations or when passengers numbers reach 300.000	Third Phase: 10 years Commencement of Operations or when passengers numbers reach 700.000
Number of passengers per year	130.000	300 000	700 000

- 3.4 The Concessionaire shall ensure that during the Phases of Operation of the Terminal, that IATA standards shall be maintained for the level of service (LoS) in accordance with Airport Development reference Manual (ADRM), Eleventh Edition, IATA, March 2019. Level of Service shall be “optimum”, meaning that there is sufficient space related to each of the processors and passengers areas. The Concessionaire will ensure that the Terminal is designed and maintained with the aim of expanding the Airport's capacity to 2 million passengers per year.
- 3.5 The Concessionaire shall ensure that the total area of the First Phase of the New Terminal is at least 5,000 square meters.
- 3.6 The Concessionaire shall plan (Phase I, Phase II and Phase III) in accordance with the requirements for distinctiveness and utilization in accordance with European Union standards and practices (*including but not limited to the Schengen Agreement*) and shall apply these standards and practices whenever they are applicable in Albania. The Concessionaire will respect Albanian standards and practices on security, border control (*immigration*) and customs.
- 3.7 The Concessionaire shall ensure that retail trade activities, such as bars and restaurants are available from the commencement of terminal operations.
- 3.8 The Concessionaire shall ensure that the Terminal Business Lounge will be available for use from the commencement of terminal operations.
- 3.9 The Concessionaire shall provide facilities at the Terminal to meet the needs of staff without including staff working in the maneuvering area.
- 3.10 The Concessionaire shall design office spaces in such a way as to provide the number of joint and individual offices needed to fulfill the required tasks.

3.11 The office space shall include toilettes, cafeteria, and other necessary elements in such a structure.

### 3.12 *Mechanical Equipment*

#### 3.12.1 *Cooling, ventilation and air conditioning*

3.12.1.1 The Terminal will have ventilation and air conditioning systems installed so as to ensure appropriate temperature of air in the terminal facilities and administrative offices.

3.12.1.2 Closed Offices inside the Terminal shall be equipped with ventilator.

3.12.1.3 Depending on the intensity of cooling required, the capacity of this system will be optimized by the Concessionaire with the aim of saving energy, provided it maintains a certain temperature in the internal space.

3.12.1.4 The Concessionaire shall ensure that the temperature of the Terminal premises during the summer season does not exceed 26 ° C. The interior temperature of the Terminal shall be adjusted based on the outside temperature and the need to maintain a suitable level of temperature for all personnel working within the terminal, as well as for all categories of passengers. The cooling system shall be designed without redundancy in the system. Enclosed airport spaces of lower standards, such as warehouses, humid areas and technical plants, will be ventilated as well. The apparatus for adding moisture to the air will not be considered.

3.12.1.5 An integrated building management system shall control the capabilities of the Terminal's mechanical systems.

#### 3.12.2 *Hydraulic Works*

3.12.2.1 The Concessionaire shall provide sanitary areas (*toilettes*) equipped with wall mounted water tanks, urinals, sinks and other accessories in accordance with international standards.

3.12.2.2 The Concessionaire shall guarantee the supply of potable water to plumbing and to customers through a water distribution network in the building. Hot water will be provided by individual electric heaters.

3.12.2.3 The Concessionaire shall install a sewer system at the terminal to ensure that sewage is drained to the external sewer line.

3.12.2.4 The Concessionaire shall provide the Terminal with a drainage system.

#### 3.12.3 *Terminal Fire Protection*

3.12.3.1 The Terminal Building, being of a special nature, requires for an advanced fire protection system. The Concessionaire will install a sufficient number of fire extinguishers at the Terminal.

3.12.3.2 The Terminal shall be provided by the Concessionaire with a sprinkler protection system. Only closed rooms and low risk of fire areas may be excluded from this system.

3.12.3.3 A sufficient number of hydrants and fire extinguishers shall be installed in visible locations and those designated at the Terminal by the Concessionaire, in accordance with the best international design standards required and certified for fire protection.

3.12.3.4 The Concessionaire shall ensure that the mechanical smoke extraction system at the Terminal will reach a rate of change of air at 7 times per hour and this system shall be automatically adjusted.

#### 3.12.4 *Electrical Equipment*

3.12.4.1 All following systems / equipment shall be provided by the Concessionaire, unless expressly provided otherwise in the legislation and other agreed documents.

3.12.4.2 The following codes are applicable to Electrical Systems and Installations:

3.12.4.2.1 ICAO International Civil Aviation Organization

3.12.4.2.2 EN European Standards

3.12.4.2.3 BS British Standards

3.12.4.2.4 IEC International Electrical Committee

- 3.12.4.3 The terminal shall be supplied with low voltage ("LV") power. For mainstream consumers like sprinklers, medium voltage supply may be an alternative. The secondary voltage supply ("MV") will match the description of the external power grid.
- 3.12.4.4 For low voltage supply to the Terminal, the Distribution Points (MOBs) and Sub-Distribution Points (SOBs) shall be installed in a separate building. The room in which MOB, SOB and related panels will be installed will be kept closed.
- 3.13 A telephone / intercom system shall be installed at the Terminal.
- 3.14 A network cable will be installed at the Terminal starting from the MOB central communications within the Terminal office area. The central equipment of these systems shall be located in the data center and will be deployed where necessary. All necessary active system equipment, such as server, router, nodes, bridges and anything of similar matter and use, will be provided.
- 3.15 For surveillance purposes, CCTV cameras and monitors for indoor and outdoor surveillance use shall be provided and maintained 24 hours a day.
- 3.16 Flight Information and Alert System
  - 3.16.1 Flat screen displays shall be sufficiently located in suitable locations, including:
    - 3.16.1.1 The departure hall,
    - 3.16.1.2 The business premises,
    - 3.16.1.3 The check-in area,
    - 3.16.1.4 The Luggage Reception Area,
    - 3.16.1.5 The arrival hall
- 3.17 The Baggage Handling System shall be provided, operated and maintained by the Concessionaire or its subcontractors and shall meet the following minimum or higher conditions if any.
  - 3.17.1 The Terminal Baggage Handling System shall be suitable to handle at least luggage with a maximum length of 1,000 mm, a width of 750 mm and a height of 650 mm. The maximum weight will be 50 kg per luggage. This system is designed to operate in accordance with international standards and 100% luggage control. The methods for handling luggage larger than the capacity of the Luggage Handling System shall be provided by the Concessionaire.
- 3.18 *Luggage Handling for Departures*
  - 3.18.1 All access control points shall be equipped with two conveyor belts. The first belt will have a dual-screen weight control device, one for the controller and the other for the passenger, while the second belt will be used to send luggage to the main conveyor belt behind the control windows.
  - 3.18.2 The bottom of each of the conveyor belts shall be equipped with a photoelectric cell so that each of the luggage is halted until a space appears on the main conveyor belt, and then the suitcases shall pass to the main conveyor belt. Each main conveyor belt passes through a portion of rollers to the control area. Larger luggage may be checked manually at the two desks for cargo hours.
  - 3.18.3 All luggage will be treated as "suspicious" when introduced into the Baggage Handling System. The luggage from the control will pass through the conveyor belt to the control machine. The suitcase image will be displayed on a computer screen through which the controller can decide whether the suitcase can pass or is still "suspicious". All "suspicious" luggage may be manually checked or cleared with the passenger. Manually checked luggage then slips into the conveyor belt. This conveyor belt will carry all luggage through a piece of rolls in a carousel. In the carousel, the luggage will rotate until it is placed into any of the carriages on the carousel side.
- 3.19 *Arrival luggage handling*

3.19.1 The Arrival System shall consist of a minimum of one conveyor belts for luggage. Arriving luggage can be manually loaded from trolleys to the reinforced part of the conveyor belt in non-public areas and shipped to the luggage compartment in the arrival area. In this area, passengers can retrieve their luggage from the carousel.

3.20 The Concessionaire shall provide and make use of proven systems in terms of capacity, functionality, reliability and robustness for all baggage, passenger and cargo control procedures. Airport Security personnel (*controllers and supervisors*) shall be trained on the use of these equipment.

### 3.21 *Lighting*

3.21.1 The Concessionaire shall provide suitable lighting at the Terminal in order to make the use of this Terminal satisfactory and appropriate to the passengers and persons following them.

3.21.2 The Concessionaire shall provide orientation equipment so that terminal users can identify areas of interest, entrances / exits; and special areas, such as departure area, check-in, arrival-area, border control, customs, and commercial areas. Orientation assistance shall be provided by an easily understood system of different light temperatures to emphasize the above areas.

3.21.3 Direct lighting may be used in arrival, departure, customs, security check, passport control and commercial premises.

3.21.4 Indirect lighting may be used to provide general lighting to the Terminal building.

3.21.5 Trees or decoration outside the Terminal shall be illuminated by lights installed below them.

3.21.6 The Concessionaire shall prepare prior to implementation the lighting specifications as per the above requirements.

### 3.22 *Structuring*

3.22.1 The terminal shall be shaped in accordance with the Airport Master Plan.

3.22.2 The Concessionaire will present a construction narrative that will be part of the *technical design*.

3.22.3 The structural design shall be carried out in accordance with the European Construction Norms (Eurocodes).

## 4. Terminal Operating Spaces

4.1 The Concessionaire shall ensure that as a minimum the following facilities are available for use in the Terminal after Terminal Opening Date or any earlier date on which the New Terminal is open to passenger traffic:

4.1.1 check-in desks and user terminal system (in compliance with the Masterplan);

4.1.2 information display screens;

4.1.3 electric power at all outlets;

4.1.4 electric lighting;

4.1.5 emergency lighting;

4.1.6 water at all outlets and waste water disposal from all outlets;

4.1.7 voice and data telephone lines at all outlets;

4.1.8 baggage handling facilities in departure and arrivals halls;

4.1.9 information desk for passenger and public enquiries;

4.1.10 facilities for customs, border control, and health services;

4.1.11 first aid facilities and appropriate medical supplies;

4.1.12 public telephone kiosks;

4.1.13 lavatories (*male, female and disabled persons*);

4.1.14 foreign exchange facilities;

4.1.15 car rent facilities

4.1.16 baggage x-ray screening facilities;

- 4.1.17 equipment for detection of metal, explosives and unauthorized items on board of the aircraft;
- 4.1.18 baggage trolleys;
- 4.1.19 the designated public areas;
- 4.1.20 the specified facilities for the disabled;
- 4.1.21 fire detection and sprinkler systems; *and*
- 4.1.22 Supporting IT systems.

## 5. Air Traffic Control Tower

- 5.1 The Concessionaire **in cooperation with Albcontrol** shall design and build the air traffic control tower at Saranda International Airport.
- 5.2 Design and construction shall be based on the concept design pertaining to the functionality of spaces to be used by Albcontrol
- 5.3 The exterior of the control tower shall be unchanged by and pursuant to that of the Master Plan design.
- 5.4 The construction shall be of high standards in compliance with EN, ICE, BS and FAA.
- 5.5 From an operational point of view construction should in compliance with ICAO, EASA standards.

## 6. Airport Infrastructure

### 6.1 *The Apron*

- 6.1.1 The Concessionaire shall build the apron as specified in the Saranda Airport Updated Master Plan. The design and extension model of the apron shall be carried out in accordance with Annex 14 of ICAO Volume 1: *Airport Design and Airport Design Activities and Manuals* Volume 2: *Connection Roads, Aircraft Stations and Holding Bays* and Volume 3: *Surfaces*.
- 6.1.2 The Concessionaire shall be responsible for ensuring that all concrete work related to the construction of the apron is carried out in accordance with the BS EN ISO 9000 Quality Assurance Scheme or other scheme of the same international or higher standards.
- 6.1.3 The various components, materials and treatment, mixing and laying of concrete shall comply with the following British Standards or similar internationally recognized standards.
- 6.1.4 The apron may be developed in Phases during the concession period. The construction phases of the apron shall be set out in the approved Airport Master Plan.
- 6.1.5 The *Pavement Classification Number* PCN of the apron shall be the same as that of runway.

### 6.2 *Taxiways*

- 6.2.1 The Concessionaire shall design and build the taxiways in accordance with the approved Saranda Airport Master Plan. The PCN of the taxiway must be the same as that of the runway.
- 6.2.2 The Concessionaire shall build a taxiway strip in accordance with the requirements of the approved Master plan and adapted to the same parameters as those of the taxiways.
- 6.2.3 Planning, design and construction of taxiways must be carried out in accordance with the requirements of Annex 14 to ICAO Volume 1 and the Airport Design Manuals Part 2 and 3.
- 6.2.4 The taxiways may be developed in Phases during the concession period. The construction phases of the taxiways shall be set out in the Approved Airport Master Plan.
- 6.2.5 The Concessionaire shall guarantee and thereof held responsible that all concrete works for the construction of taxiways shall be carried out in accordance with the BS EN ISO 9000 Quality Assurance Scheme or any other scheme of the same international or higher standard.
- 6.2.6 The various constituents, materials and treatment, mixing and casting of concrete shall comply with the following British Standards or similar internationally recognized standards.

### 6.3 *Drainage*



- 6.3.1 The Concessionaire shall design and construct the field drainage system where the Airport will be constructed in accordance with the requirements of FAA Circular 150/5320 (Airport Drainage System) or latest edition and, where appropriate, BS EN 752 or similar or where possible higher internationally recognized standards.
- 6.3.2 The Concessionaire shall design the drainage system for a period of 100 years with a standard that ensures that the Airport infrastructure cannot be flooded more than 1 (one) time in 10 (ten) years, while the Terminal no more than 1 (once) 50 (fifty) years.
- 6.3.3 The Concessionaire shall maintain and improve the drainage system so that the Airport field complies with the conditions and standards required at the time it is transferred to the Government of Albania upon completion of the Concession Period.
- 6.3.4 The Concessionaire shall install fuel / oil collectors at the Aircraft Station and at all other refueling areas. Collectors must be of 2nd Class and comply with the standard BS EN 858, or similar or higher internationally recognized standards.
- 6.3.5 The Concessionaire shall ensure, throughout the Concession Period, that waste at the apron site and waste due to refueling will be disposed of through a collector in order to prevent pollution of the environment and especially water resources.
- 6.3.6 The Concessionaire shall ensure that any area used for refueling meets the requirements set forth in NFPA 415 (Airport Terminal Building Standards, Fuel Pits, and Charging Routes) or similar or higher internationally recognized standards.
- 6.3.7 The Concessionaire shall be responsible for ensuring the maintenance and isolation of manholes and other drainage structures in order to prevent maximally the possibility of damage to aircraft veering of the runway / track accidentally or in an emergency.

#### **6.4 The Runway**

- 6.4.1 The Concessionaire shall design, build, commission, operate and maintain the runway and related components. The Concessionaire shall build the runway by calculating the appropriate *Pavement Classification Number* PCN based on Category 3C of the Airport, with an unlimited operating guarantee of at least 20 years.
- 6.4.2 The Runway direction shall be in determined during planning phase of the Airport and its length will be such to allowed operation of Cat C aircraft 9A320 families as well as B737 families)
- 6.4.3 The Concessionaire shall build the runways trip in compliance with the requirements of the approved Master Plan with the same parameters as the Runway.
- 6.4.4 The Concessionaire shall provide the appropriate signage and shall ensure that signposts are constructed and maintained under the conditions set forth by ICAO Annex 14; and be upgraded to the standards set forth in BS 3262, or similar or higher internationally recognized standards.
- 6.4.5 The Concessionaire shall ensure that no stagnant ponds are formed on the runway and that all surface water will flow and collect efficiently in the drainage system.
- 6.4.6 The planning, design and construction of the runway shall be carried out in accordance with the requirements of ICAO Annex 14 and Airport Design Manuals.
- 6.4.7 The Concessionaire shall take measures and ensure that all concrete works for the construction of connecting roads are fully complied with BS EN ISO 9000 Quality Assurance Scheme or similar or higher internationally recognized standards.

#### **6.5 The Runway / taxiway Strip**

- 6.5.1 The Concessionaire shall build and maintain the runway and taxiway strip in accordance with the updated and approved Airport Master Plan, in compliance with the standards set forth in Annex 14 to ICAO and the Manuals of Airport Design.

- 6.5.2 The Concessionaire shall ensure that runway strips are at all times clear of any obstruction that may endanger the aircraft using the airport.
- 6.5.3 The Concessionaire shall remove any static barriers within the runway and taxiway strips in accordance with the standards and practices set forth in ICAO Annex 14.
- 6.5.4 The Concessionaire shall ensure that the taxiway and runway shoulders and strips have adequate gradients to facilitate surface water runoff. The shoulders shall be of sufficient strength to minimize the probability of damage to an aircraft running off the runway accidentally or in an emergency. The shoulders shall have at all time sufficient bearing capacity to support access by rescue and fire fighting vehicles and other ground vehicles.
- 6.5.5 The Concessionaire shall maintain throughout the concession period the surface of the Airport field in accordance with the conditions as prescribed by ICAO Airport Services Manual Part 2 and ICAO Airport Design Manual Part 3. The Concessionaire shall produce and keep up a maintenance program for all surfaces of the Airport in accordance with the format agreed upon by the CAA and the Company prior to the commencement of operations.
- 6.5.6 The Concessionaire shall maintain all strips and shoulders as well as connecting roads in accordance with the requirements set forth in ICAO Annex 14 and ICAO Airport Design Manual Part 2.

## **7. The Runway**

- 7.1 The Concessionaire shall be responsible for the provision, operation, maintenance and refurbishing of sufficient vehicles operating in the airside area to facilitate airport operations, in accordance with the volume of passenger and cargo traffic, and adapted to types of aircraft operating to and from the Airport; making due allowance for normal maintenance requirements (referent to quality measurement).
- 7.2 The concessionaire shall design and build a facility for the purpose of housing vehicles and maintenance equipment to be used airside during the time when such vehicles and equipment are not in use or during the maintenance period.
- 7.3 The Airside Equipment Building shall be located in close proximity to the apron, as provided in the approved Airport Master Plan.

## **8. The Airside Perimeter Road and Airport Perimeter Fencing**

### **8.1 The Airside Perimeter Road**

- 8.1.1 The Concessionaire shall construct the airside perimeter road, which will form part of the airport perimeter security system. The alignment of such road is to follow the alignment of the perimeter fencing in order to allow surveillance of the entire length of fencing.
- 8.1.2 Such airside perimeter road shall be a 3.5 meters wide single carriageway with adequate cross fall to facilitate surface runoff. The Concessionaire shall ensure that such road is adequately paved and maintained to accommodate security patrol vehicles. The Concessionaire will ensure that this road be paved and maintained in a way that facilitates the movement of security patrol vehicles.

### **8.2 Perimeter Fencing**

- 8.2.1 The Concessionaire shall design and build the perimeter security fence and shall keep maintained such perimeter security fence in order to provide controlled access to restricted areas of the Airport in accordance with ICAO Annex 17 – International Standards and Recommended Practices.
- 8.2.2 Such completed perimeter security fence shall comply with BSI 722: Part 10 or a similar or higher internationally recognized code. Such fence is to be buried 300mm below finished ground level. The exposed height of the fence is to be 2.4 metres with the tops of the posts outward facing with 3 strands of barbed wire.

- 8.2.3 The Concessionaire shall operate a system of closed circuit television (CCTV), with high resolution cameras along such perimeter security fence to enable the monitoring of all parts of the perimeter from one central control point. The CCTV will enable high resolution monitoring regardless of weather, day or night.
- 8.2.4 The Concessionaire shall operate a system of lighting along such perimeter security fence with an average illumination of 5 lux.
- 8.2.5 The Concessionaire shall establish and keep maintained a 3 meter clear zone to either side of such perimeter security fence.
- 8.2.6 The Concessionaire shall ensure that all vehicle access security gates, pedestrian gates and crash gates along all such perimeter are to comply with BS 1722: Part 10 or a similar internationally recognized code.

## 9. Utility Services

### 9.1 Power

- 9.1.1 The Concessionaire shall procure the provision of reliable (*continuous*) electric power supply for the New Terminal, the operations center, the air traffic control tower and all airfield systems, with a capacity for expansion to handle the likely maximum requirements of the Airport in later Phases of development.
- 9.1.2 The Concessionaire shall ensure that the stand-by power supply systems have sufficient load capacity to fully supply all Airport operations during times of primary power loss. The stand-by system shall be designed to provide additional emergency power for airfield lighting, lighting in public areas, fire station and other essential facilities for the safe operation of the Airport.
- 9.1.3 The Concessionaire shall ensure that the design and installation of the electrical supply systems at the Airport is to be in accordance with ICAO Airport Design Manual Part 5 - Electrical Systems.

### 9.2 Water Supply

- 9.2.1 The Concessionaire shall be responsible for the provision of water supply (*from more than one source*) to meet operational demand at the Airport
- 9.2.2 The Concessionaire shall procure adequate supply of potable water to cover the total demand of up to 2,5 l/s, for to meet passenger demand, catering as well as demand from other administrative and operational units.
- 9.2.3 The Concessionaire shall procure sufficient supply water for firefighting, fire extinguishment and irrigation. Water supply for the firefighting station shall be provided by a 25,000 liter water reservoir which shall be build / ensemble and enlarged accordingly during the Concession Period, taking into account traffic levels and types of aircraft using the Airport.
- 9.2.4 The Concessionaire shall provide a booster station capable of meeting a peak demand of 2,5 l/s.
- 9.2.5 Such booster station shall include (*but not be limited to*) a clear water balance tank, a control house (*including a watch room*) and all required mechanical and electrical equipment for operation of the pressure adjustment with spare aggregates for system redundancy. This station will be complemented by a generator as secondary power supply system, with sufficient capacity for the operation of the potable water booster station.

### 9.3 Waste Water

- 9.3.1 The Concessionaire shall provide, operate and keep maintained during the Concession Period a waste water treatment plant at the Airport to treat all waste water before it is discharged into natural water courses. The waste water treatment plant shall comply with Applicable Laws and shall be of adequate capacity for the Terminal needs to be covered from Phase I (New Terminal) until the completion of expansion.

- 9.3.2 The waste water treatment plant shall also be designed to be capable of treating waste water pursuant to the projection load data of 130 thousand passengers per 1 (one) year, and shall expand adequately to the passenger traffic increase is such a load projection is exceeded progressively.
- 9.3.3 The wastewater treatment plant shall also be designed to be capable of treating wastewater from aircraft.
- 9.3.4 The sewage system shall be established by the Concessionaire as a complete, separate system for sewage/waste water without surface water drainage connections.
- 9.3.5 Such sewage system shall collect the sewage/waste water of the New Terminal. All newly build airport facilities and shall be connected to the system. The collected waste water shall then be drained off to the airport sewage treatment plant provided by the Concessionaire.

#### 9.4 Telecommunications

- 9.4.1 The Concessionaire shall be responsible for the design, installation, maintenance and improvement of appropriate telecommunication and IT systems (*with the exclusion of Albcontrol*) to serve the needs of the Airport. The Concessionaire may also offer such systems to the other third Persons, if so agreed upon between Parties mentioned in this paragraph.

### 10. Airport road network and Parking

- 10.1 The Concessionaire shall design, build and maintain a network of roads within the airport including the point where the national or local road system will be accessed.
- 10.2 The design (drawings) and the respective maps shall be presented before the commencement of works.
- 10.3 The Concessionaire shall design, construct and maintain a Car Parking lot, with the capacity to accommodate long and short stay parking for a minimum of 350 vehicles (local bus, charter bus, Mini bus, taxi, private Car, rental car) cars in the vicinities of the Terminal, as well as temporary parking according to the “*kiss and fly*” concept.
- 10.4 The Parking lot shall be expandable throughout the Phases of the Concession Period, in accordance with operational needs, and shall include areas for accommodation of urban, intercity and international public transport, cab areas, vans, and tourist buses. Fifty percent (50%) of the Parking Area shall be covered (*with such a structure as to withstand climate conditions in the Concession Area*) to protect parked vehicles from direct sunlight.
- 10.5 The Concessionaire shall provide parking lighting during night hours and shall take the necessary measures to ensure safety for the public and the parked vehicles as well. Tickets will be given to Drivers at the entrance of the Parking lot and exit from the parking lot will only be allowed in exchange for a valid receipt after payment of the fee.

### 11. Airfield Ground Lighting

- 11.1 The Concessionaire shall design, install, integrate, commission and maintain the lighting system on the sides of the taxiways. The design and installation of such a system shall be in accordance with ICAO Annex 14, ICAO Airport Design Manual, Part 4, Visual Instruments and Part 5, Electrical Systems.
- 11.2 The Concessionaire shall ensure that the power supply at the Airport is sufficient to meet the increasing demand for the use of the lighting system, which the Concessionaire shall install on the edges of taxiways.
- 11.3 The Concessionaire shall install, integrate, upgrade and maintain a monitoring and control panel for the lighting system in the air traffic control tower.
- 11.4 The Concessionaire shall install, integrate, improve and maintain the approach lighting system. The design and installation of such a system shall be in accordance with ICAO Annex 14, ICAO Airport Design Manual, Part 4, Visual Instruments and Part 5, Electrical Systems.

- 11.5 The Concessionaire shall install, integrate, improve and maintain the runway lighting system. The design and installation of such a system shall be in accordance with ICAO Annex 14, ICAO Airport Design Manual, Part 4, Visual Instruments and Part 5, Electrical Systems.
- 11.6 The Concessionaire shall collect the relevant Airport lighting fees from all Airport Users.
- 11.7 The Concessionaire shall be responsible for the operation, maintenance, replacement and, whenever necessary in the cases of runway/taxiway widening, to extend all lighting available at the Airfield.
- 11.8 The lighting system that the Concessionaire will install on the airport site is composed of the following:
  - 11.8.1 Runway lighting consisting of runway edge, runway end and threshold lighting;
  - 11.8.2 Taxiway lighting consisting of taxiway edge lighting and runway guard lights;
  - 11.8.3 Taxiway guidance signs;
  - 11.8.4 Design, construction, commissioning, development and maintenance of lighting station equipment;
  - 11.8.5 Installation of airfield ground lighting control and mimic panel of the lighting system at the Air Traffic Control Tower and the lighting station;
  - 11.8.6 Cabling and grounding/lightning protection.
- 11.9 The Concessionaire shall design all facilities, equipment and systems to satisfy the requirements of ICAO for CAT I precision approach runway and taxiway lighting systems and to serve runway operation for arrivals and departures in both directions.
- 11.10 The Concessionaire shall ensure that all equipment delivered shall comply with current international practices and standards and shall have proven application reliability at major international airports.
- 11.11 Runway edge lighting suitable for CAT I operations installed at both edges along the full length of the runway shall be checked and repaired by the Concessionaire where necessary.
- 11.12 Runway end lights shall be installed by the Concessionaire at both runway ends. The runway end lights shall be elevated uni-directionally and emit variable intensity red light in the direction of the runway. The runway end lights shall be connected to the runway edge light circuits and controlled jointly.
- 11.13 Runway threshold lighting shall be installed by the Concessionaire on both runway thresholds at right angles to the runway axis.
- 11.14 Omni-directional Taxiway edge lighting shall be provided at the edges of Taxiway.
- 11.15 Runway guard lights shall be installed by the Concessionaire at each holding position, in accordance with ICAO Annex 14. Runway guard lights consist of two pairs of unidirectional alternately blinking yellow lights located on both edges of the taxiway.
- 11.16 Taxiway guidance signs shall be provided by the Concessionaire, in accordance with ICAO Annex 14, and shall comprise mandatory signs and information signs (location signs, direction signs and destination signs). These signs shall be completed by the Concessionaire. All taxiway guidance signs shall be internally illuminated and mounted on frangible couplings in order to provide clear vision to pilots approaching the sign while maintaining clearance from the pavement edge, engine pods and excessive jet blast.
- 11.17 All buildings and structures on the airport site constituting an obstacle according to ICAO Annex 14 shall be marked with obstruction lights by the Concessionaire (*or Albcontrol in the case of air traffic control structures or buildings or other buildings and structures under the control of Albcontrol*).

## **12. Fire and Rescue Facilities**

- 12.1 The Concessionaire shall provide fire and rescue facilities in full compliance with the standards defined in ICAO Annex 14 and ICAO Airport Services Manual Part 1.
- 12.2 The Concessionaire shall design, ensure and maintain the firefighting facilities in the required category from ICAO SARP, in accordance with the plane characteristics that they will treat and the category of the airport.
- 12.3 The Concessionaire shall increase the level of fire fighting provision in full compliance with ICAO Annex 14 during the Concession Period as the Airport and its traffic expands.
- 12.4 The Concessionaire shall provide a fire station on the Airport to accommodate the fire fighting vehicles, personnel and equipment.

- 12.5 The Concessionaire and location of the fire station shall be as set out in the approved Airport Master Plan.
- 12.6 The Concessionaire The Company shall ensure that the location of the fire station and equipment for fire and rescue enables the following minimum response times to be achieved; *two minutes, and not exceeding three minutes to reach the end of each runway, as well as to any other part of the movement area, in optimum conditions of visibility and surface conditions.*
- 12.7 The Concessionaire shall ensure that the fire station houses a self-contained rescue and fire fighting unit, with appropriate facilities for the accommodation and protection of vehicles, crew members and such operational services as are necessary to ensure their continuous ability for effective and immediate response in an emergency.
- 12.8 The Concessionaire shall ensure that a safety and security officer shall conduct regular audits of the fire fighting services at the Airport, the results of such audits to be provided on request to the relevant State Entity.
- 12.9 The Concessionaire shall draft and test emergency procedures ensuring the adequacy of fire exits and signage.

### **13. Operational Management after Commencement of Operations**

- 13.1 The Concessionaire shall ensure that the operations listed below are made available any time during all operational periods in compliance with the safety and security requirements, as prescribed in the Chicago Convention, and in compliance with the standards of ICAO, EC and EASA.
- 13.2 The Concessionaire shall ensure curbside management of the operation and access to the Terminal and shall control and supervise the entire area to ensure an adequate curbside operation (*including, without limitation, voiding vehicle traffic congestion, avoiding delays to passengers and preventing nuisance to passengers*).
- 13.3 The Concessionaire shall comply with IATA level of service (LoS) standards, which at any time, at any airport area will not be lower than 'Optimum'.
- 13.4 The Concessionaire, in cooperation with the State Police, shall ensure an unimpeded traffic flow with particular emphasis on preventing illegally parked cars both from a security and operational perspective.
- 13.5 The Concessionaire shall operate and supervise the car parking facilities and ensure availability of all equipment relating to the car parks and in the event of technical malfunction shall ensure prompt rectification of such malfunction, as well as ensure temporary functioning with alternative means.
- 13.6 The Concessionaire shall ensure that facilities for passengers with reduced mobility are located both in the parking areas and on the curbside and provide staff to assist such passengers. This shall include designated parking and drop off points for disabled passengers as well as ramp access suitable for wheelchair passengers or persons with challenged ability to walk. The Terminal shall be operated in such a manner that any wheelchair bound passenger can be moved in a wheelchair through such terminals from normal curbside entry point to normal exit on the apron.
- 13.7 The Concessionaire shall monitor all commercial activities on the landside within the Concession Area and ensure such activities do not impede the operation the Terminal.
- 13.8 The Concessionaire shall ensure that the facilities, equipment and staff are available in order to efficiently operate the functions in the Terminal.
- 13.9 The Concessionaire shall ensure up to twenty-four hour management and supervision of the terminal operation and shall ensure that all the following processes within the terminal operation are performed to recognized IATA LoS – "Optimum".
  - 13.9.1 **Ticketing:** The Concessionaire shall ensure availability of ticket offices to carry out the ticketing process in accordance with demand for such services.
  - 13.9.2 **Check-in:** The Concessionaire shall ensure sufficient availability of check-in counters; equipment and staff in order to comply with IATA level of service 'Optimum'.

- 13.9.3 **Business lounge:** The Concessionaire shall design, supply and operate an enclosed business lounge to accommodate all airlines business passengers, or other passengers that wish to attain such service by payment of relevant fees.
- 13.9.4 **Gate boarding and de-boarding:** The Concessionaire shall ensure that sufficient staff are in position and available for the boarding and de-boarding of all flight departures and arrivals to and from Saranda Airport in order to achieve an on time departure operation and an efficient arrival operation.
- 13.9.5 **Lost and found:** The Concessionaire shall supply and operate a lost and found office with trained staff capable of operating the world baggage tracing system.
- 13.9.6 **Passenger Terminal services center:** The Concessionaire shall staff and operate an information center in the New Terminal providing terminal supervision, an information desk for all airport users, and a telephone exchange providing information to both internal and external customers and where all public address announcements are carried out.
- 13.10 The Concessionaire shall ensure a multi-skilled staff (*trained in all relevant aspects of passenger and terminal services, including without limitation check-in, lost and found, passenger boarding, information desks, public address and telephone exchange*) for the passenger terminal, formally trained in emergency and evacuation procedures.
- 13.11 The Concessionaire shall ensure a high awareness of disabled passengers with dedicated staff offering assistance.
- 13.12 The Concessionaire shall have staff available at the information center dealing with passenger complaints.
- 13.13 The Concessionaire shall ensure that the following ground handling ramp services are provided when required by aircraft using the Airport:
- 13.13.1 Aircraft handling;
  - 13.13.2 Aircraft refueling;
  - 13.13.3 Aircraft loading and unloading;
  - 13.13.4 Load control;
  - 13.13.5 Flight operations and crew administration;
  - 13.13.6 Ground transport; *and*
  - 13.13.7 Aircraft cleaning, water and toilet service.
- 13.14 The Concessionaire shall provide a skilled, trained work force with sufficient staff and equipment to cover all ramp activities. Traffic demand shall be regularly monitored by the Concessionaire to ensure that adequate resources and ground service equipment plant and buses are available.
- 13.15 The Concessionaire shall provide continuous ramp supervision to ensure efficient, safe and secure operations.
- 13.16 The services provided by or on behalf of the Concessionaire to airlines operating at the Airport shall be in accordance with the service level agreement(s) to be agreed and each such airline shall be entitled to receive the same standard of service for all ground handling activities.
- 13.17 **Embarkation:** The Concessionaire shall ensure sufficient staff are available in good time at each boarding gate in use to ensure that passengers reach the relevant aircraft in good time and such aircraft are able to achieve on-time departure. The Concessionaire shall ensure the provision of an adequate number of buses taking into account traffic levels for the boarding of aircraft parked on remote positions, with special consideration for rush hours.
- 13.18 **Disembarkation:** The Concessionaire shall ensure availability of buses on aircraft arrival, including availability of staff to ensure immediate disembarkation of passengers after aircraft parking, with special consideration for rush hours. This process shall be supplemented with a bus operation for aircraft parked on remote positions.
- 13.19 The Concessionaire shall provide staff to escort all passengers at all stages of embarkation up to the relevant aircraft and at all stages from disembarkation after aircraft parking with added attention to passengers with reduced mobility.

- 13.20 The Concessionaire shall ensure that circulation space within the arrivals baggage reclaim hall complies with IATA Level of service standards "Optimum".
- 13.21 The Concessionaire shall ensure baggage delivery standards as set out in *Performance Criteria*. For this purpose, the Company shall provide the following:
- 13.21.1 The Concessionaire shall operate a manual baggage handling system that is fed from the check-in desks. The system shall incorporate an inbuilt screening machine for 100% hold baggage screening.
- 13.21.2 The Concessionaire shall also operate a second baggage handling system that shall be initiated during peak periods and shall also process the all oversized baggage (AOG).
- 13.21.3 The Concessionaire shall use this second baggage system to segregate high risk flights that require extra security measures. The system shall also be used as a back up if the primary baggage system encounters technical problems.
- 13.21.4 The Concessionaire shall calculate the necessary amount of reclaim belts according to the Peak hour number of passengers. Each reclaim belt shall have a separate conveyor system.
- 13.22 The Concessionaire shall at all times ensure compliance to the Standards and Recommended Practices specified in ICAO Annex 14 Volume I. Regular planned monitoring through airfield inspections shall be undertaken. Records shall be maintained and shall be available for review by the relevant Civil Aviation Authority jointly with the action plan.
- 13.23 The Concessionaire shall prepare and update regularly an aircraft stand and parking manual so as to ensure that the Aeronautical Information Publication (AIP) displays the details of the aircraft stand layouts.
- 13.24 The Concessionaire shall operate an airport duty office which shall be the control center for the entire airport operation both landside and airside. In addition, the Concessionaire shall provide the airport duty office with the necessary equipment and personnel up to 24 hours as well as the systems to facilitate the operation.
- 13.25 The Concessionaire shall ensure that all staff are highly trained and are multi functional.
- 13.26 Emergency situations shall be coordinated in the airport duty office. The Concessionaire shall provide a room in the Terminal Building to be used as a crisis management center during an emergency situation.
- 13.27 The Concessionaire shall provide an Airport First Aid Office with necessary trained personnel and supplies in order to provide rapid medical services to passengers and the Airport Users in accordance with Applicable Law.
- 13.28 The Concessionaire shall provide a health check point in the arrivals hall in order to implement quarantine restrictions, if necessary. The staffing of such health check point shall be the responsibility of Government of Albania.
- 13.29 The Concessionaire shall negotiate a Service Level Agreement with the Albanian Customs Authority to ensure adequacy of staff to man the customs channels and allow an efficient passenger flow through the terminal.
- 13.30 The Concessionaire shall provide the standard (green and red) customs channels and in the future shall incorporate blue lanes when / if Albania joins the European Union.

#### **14. Airport Operational Manual**

- 14.1 The Airport Operational Manual ("UAOM") shall be prepared by the Concessionaire containing all information, procedures and instructions necessary to enable the operating staff to perform their duties in such a manner that shall ensure that the Airport is safe for use by aircraft. The UAOM shall contain as a minimum the following information:
- 14.1.1 *Introduction*: Detailing the legal status, distribution and quality procedures for amending the UAOM.
- 14.1.2 *Technical administration*: Detailing the full name and address of the Airport, co-ordinates (Airport Reference Point), name and status of key personnel, procedures for promulgating Airport information, procedures for the control of works, procedures for the removal of aircraft, and procedures for maintaining the apron control, refueling etc.



- 14.1.3 *Airport characteristics*: Detailing any obstacles that could affect the operation, Airport survey data, details of surfaces and bearing strengths of runways, taxiways and aprons. Data for the calculation of declared distances and elevations as well as the methods and procedures for calculating temporary objects that infringe the runway strip, transitional surfaces and approach and landing surfaces.
- 14.1.4 *Operational procedures*: Procedures for routine Airport inspections and reporting. Procedures for the measurement of runway and surface friction conditions. Procedures for bird control, runway, taxiway and apron sweeping.
- 14.1.5 *Rescue and firefighting services ("RFFS")*: The RFFS category of operation, details of the appliances, extinguishing media. The numbers of trained staff, emergency procedures and training requirements for maintaining the service.
- 14.1.6 *Medical services*: Details of arrangements for requesting medical support, list of trained personnel and equipment available.
- 14.1.7 *Airport lighting*: A brief description of the Airport lighting, its method of operation, methods of recording inspection and maintenance. The location of and responsibility for obstacle lighting on and off the Airport. The arrangements for standby power.
- 14.1.8 *Air traffic management*: The system for management of the air traffic on the ground. Rules for governing the selection of the runway in use, taxiway routings, runway availability in the event of an incident or accident at the Airport. Notification of any noise abatement procedures, search and rescue alerting. Methods of reporting and distribution of meteorological information.
- 14.1.9 *Communications and navigational facilities*: Description of and instructions for the use of air/ground and operational ground radio communications where these are not covered by ATC.

## **15. Airport Safety Management System**

- 15.1 The Concessionaire shall prepare the Airport safety management system that shall include the following items:
  - 15.1.1 Safety documentation relating to the UAOM and internal safety procedures.
  - 15.1.2 Data gathering and reporting system relating to all safety aspects
  - 15.1.3 Evaluation of airport data and determination of trends.
  - 15.1.4 Recommended safety actions
  - 15.1.5 Legislation for occupational safety and health law as per EU directives and other international highly regarded practices and standards.
  - 15.1.6 The Concessionaire shall ensure that all Airport Users comply with the specified safety requirements pursuant to the Concession Agreement.
  - 15.1.7 The Concessionaire shall appoint all safety aspect personnel that will perform inspections and ensure that criteria are met fully during the Concession Period.
  - 15.1.8 The Airport safety management system shall be subject to annual reviews and updates by the Company to ensure compliance with national and international standards and practices. The Airport safety management system shall comply with ICAO Doc. 9774 concerning the Manual of Certification of Airports.

## **16. Airport Maintenance**

- 16.1 The Concessionaire may outsource the routine and corrective maintenance activities to a third party organization. The Concessionaire shall ensure that the following standards are achieved with respect to both types of maintenance detailed below:
  - 16.1.1 *Planned preventative maintenance*: The Concessionaire shall establish the planned maintenance intervals based on the recommendations and standards specified by the individual manufacturers to ensure the required system availability and reliability. Where possible, planned maintenance shall be conducted during non operational or low traffic periods in order to minimize the impact on the airport operations.
  - 16.1.2 *Corrective and emergency maintenance*:

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

16.1.2.2 For the non-critical systems, with a response time of more than half an hour, the maintenance contractor shall provide up to 24 hours coverage but on an "on call" basis. Where possible the mean time to repair shall be two hours. Equipment spares holding shall be subject to reviews to ensure compliance with the above criteria.

16.2 *Airport inspections and maintenance* The inspection system shall ensure that all defects in the physical facilities provided are quickly reported and corrected where required and any failures, service unavailability or obstructions that may affect the safety of aircraft and personnel on the airfield can be promulgated by the airport directly or by NOTAM. To achieve this policy a three tier inspection system shall be implemented as follows:

Level 1	Routine daily checks of runways, taxiways and aprons by airfield operations staff to include approach, runway, taxiway and apron lighting.
Level 2	A detailed inspection by airfield operations covering the airfield on a weekly basis. This inspection, elements of which shall be carried out on foot, shall cover all that is included in a Level 1 inspection but with particular concentration on: <ul style="list-style-type: none"> <li>• Security of light fittings and tightness of security nuts.</li> <li>• Condition or approach lighting and associated cabling (monthly only).</li> </ul>
Level 3	Inspections by the operations management team covering all areas of the airfield on a quarterly basis.

16.3 *Runway strips maintenance*, the area surrounding the runways, shall also be checked regularly by the Concessionaire.

## 17. Quality Management

### 17.1 *Service level agreements*

17.1.1 The Concessionaire shall prepare service level agreements (SLAs) for all other Persons providing services at the Airport based on the standards required under this Agreement, Applicable Laws and Conventions and Good Industry Practices and shall clearly state the performance standards, service rates, and responsibilities of each organization operating at the Airport from Terminal Opening Date as listed below:

- 17.1.1.1 Air-traffic control;
- 17.1.1.2 State Police (Border control and immigration / traffic services)
- 17.1.1.3 Customs Authorities;
- 17.1.1.4 Fire and rescue services;
- 17.1.1.5 Meteorological services;
- 17.1.1.6 Other utility providers (either state-owned or private);
- 17.1.1.7 Airport safety and security;
- 17.1.1.8 Ground handling services;
- 17.1.1.9 Maintenance contractor;
- 17.1.1.10 Airlines; *and*
- 17.1.1.11 Others.

- 17.1.2 All such Service Level Agreements (SLA) proposed to be entered into with State Entities shall be provided in finalized draft form, including a translation into the Albanian language if the language of such draft agreement is not Albanian.
  - 17.1.3 The Service Level Agreements shall be subject to annual monitoring by the Concessionaire and the Government of Albania and the relevant State Entities, including AAC, to ensure that standards are maintained to the levels specified.
- 17.2 *Customer satisfaction monitoring,*
- 17.2.1 The Concessionaire shall employ quality management staff. This personnel shall operate on a daily basis and respond to all customer complaints and recommendations.
  - 17.2.2 The Concessionaire shall hold regular meetings with the Airport Users to discuss any complaints or ideas for improving the airport operation when required.
  - 17.2.3 The Concessionaire quality management staff shall conduct surveys at the Airport in order to assess the level of service offered.
- 17.3 *Environmental Management*
- 17.3.1 The Concessionaire shall prepare an environment management plan ("EMP") dealing with all the environmental issues within the Concession Area, and ensure compliance with such EMP, as follows:
    - 17.3.1.1 Reduction of noise levels
      - a) Introduction of noise monitoring program and noise abatement procedures in consultations with all airport users
      - b) Communication with the competent authorities and local community on aircraft noise issues.
    - 17.3.1.2 Introduction of an air quality program including the:
      - a) Optimization of ground handling / operations to avoid circles and as a result to minimize kerosene consumption and air pollution *and*
      - b) Air quality measurements.
- 17.4 Establishment of a waste management system for collecting, recycling, treatment and disposal of waste inclusive of hazardous waste on the bases of best international practices.
- 17.5 Cooperation with State Entities to monitor and control bird activity within the Concession Area.
- 17.6 Introduction of environmental standards to be abided by all Persons operating within the Concession Area as well as environmental audits on an annual basis
- 17.7 Development of a legal register for permits and approvals of operational, environmental and architectural/design relevance.
- 17.8 Protection of and showcasing of the region's cultural heritage, if available.
- 17.9 Support of EU projects related to the environment of the airport and immediate neighborhood.
- 17.10 Promotion of environmental awareness among the public at large.
- 17.11 The implementation of the EMP and the results shall be annually published by the Concessionaire in the environmental report.
- 17.12 The realization and implementation of these objectives shall be in accordance with Applicable Law including:
- 17.12.1 Annex 16, ICAO Convention on International Civil Aviation (Chicago Convention), signed on 7 December 1944 in its present form;
  - 17.12.2 European Economic Community: Council Directive 85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private projects on the environment amended by Council Directive 97/11/EC of 3 March 1997;
  - 17.12.3 UNECE Convention on Environmental Impact Assessment in a Trans boundary Context (convened in Espoo, Finland, on 25 February 1991).



**AMBASADA  
E REPUBLIKËS SË SHQIPËRISË**  
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**EMBASSY OF  
THE REPUBLIC OF ALBANIA**  
Athens

Prot. No. 1298/1

**NOTE VERBALE**

The Embassy of the Republic of Albania in Athens presents its compliments to the Ministry of Foreign Affairs of the Hellenic Republic and has the honour to make known that the Ministry of Infrastructure and Energy (MIE) of the Republic of Albania has open Public Procurement Procedures, through electronic means, on the grant of concession/PPP "On Saranda International Airport (SIA) design, construction, operation, maintenance and transfer from the Concessionaire to the CA". The selection of the Winning Bidder shall be made based on an open competition procedure, according to the qualification and evaluation criteria specified in the document herein.

Contract object: Concession / PPP award for the design, construction, operation, 3 maintenance and transfer of Saranda International Airport.

Contract type: Design, construction, operation, maintenance and transfer.

Funding source: Private commercial company or Consortium / private capital.

Project estimated value: 34,320,000 Euro (VAT excluded).

Contract duration: 35 years.

The operation of the Saranda Airport is one of the main commitments of the Republic of Albania. The new Saranda Airport shall be constructed pursuant to the national and international laws, standards and regulations in force. Whereas, regulations on the maintenance of technical security requirements pertaining to air and land operations and above all regulations to obtain and maintain the airport certification shall be adopted.

For more information and details, all the interested parts could contact the focal persons, electronically in the addresses: [teuta.balili@infrastruktura.gov.al](mailto:teuta.balili@infrastruktura.gov.al) and [kledia.ngjela@infratsuktura.gov.al](mailto:kledia.ngjela@infratsuktura.gov.al).

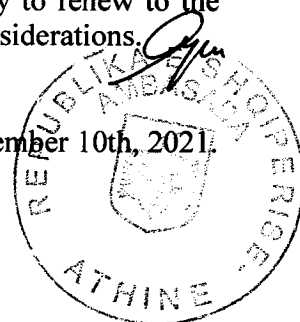
The Embassy kindly request the assistance of the Esteemed Ministry in conveying this information with to business stakeholders in Greece.

The Embassy of the Republic of Albania in Athens avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hellenic Republic the assurances of its highest considerations.

Athens, September 10th, 2021.

Encl. 139 pp

TO:  
MINISTRY OF FOREIGN AFFAIRS  
In town





39° 51' 38" N  
20° 03' 26" E

39° 51' 32" N  
20° 03' 53" E

Lumi i Bistinces

Lumi i Bistinces

39° 50' 06" N  
20° 02' 46" E

39° 49' 59" N  
20° 03' 13" E

**Gjatesia: 3,000m**  
**Gjeresia: 680m**  
**Siperfaqe: 204 ha**



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

**CONCESSION / PRIVATE PUBLIC PARTNERSHIP /  
COMPETITION PROCEDURE DOCUMENTS FOR THE  
DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE  
AND TRANSFER OF SARANDA INTERNATIONAL  
AIRPORT (SIA)**

## CONTRACT NOTIFICATION

### I. Contractual Authority

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

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

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

Name Teuta Balili  
Address Ministry of Infrastructure and Energy  
E-mail [teuta.balili@infrastruktura.gov.al](mailto:teuta.balili@infrastruktura.gov.al)

Name Kledia Ngjela  
Address Ministry of Infrastructure and Energy  
Email [Kledia.ngjela@infrastruktura.gov.al](mailto:Kledia.ngjela@infrastruktura.gov.al)

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

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

### II. Contract object

For the design, construction, operation, maintenance and transfer of Saranda International Airport(SIA)

#### II.1 Contract type

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

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

1. Contract object: Concession / PPP award for the design, construction, operation,

maintenance and transfer of Saranda International Airport

2. Contract type: Design, construction, operation, maintenance and transfer.
3. Funding source: Private commercial company or Consortium / private capital
4. Project estimated value: 34,320,000 Euro (VAT excluded )
5. Contract duration: 35 years



### II.3 The duration of the contract or the time deadline for the execution of the contract

The Duration in months 420.

### II.4 Location of the contract object

The site for the construction of Saranda International Airport (SIA) is located as per the enclosed map.

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

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

### III.2 Bid Security (applicable in the case of procedures of procurement with a value higher than the higher monetary boundary, in case required by the Contracting Authority)

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

The value required of the Bid security is 2% of the proposed investment value (two percent of the proposed investment value)

## IV. Procedure

### IV.1 Type of procedure

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

### IV.2 Selection criteria for the winner

Regarding the importance:

No.	Criteria	Points
<b>1</b>	Brief summary and project's strategic reasoning including:	<b>34</b>
a	Land zoning plan according to airport facilities	18
b	Value Added solutions	10
c	Social responsibility:	6
<b>2</b>	Experience in Construction and/or Renovation Projects of at least 1 (one) airport where the renovation consists of passenger terminal; runway; apron (Category 3C or higher), during the last 10 (ten) years, with a capacity of	<b>10</b>

No.	Criteria	Points
	1 (one) million passengers or more.	
<b>3</b>	Operation and Maintenance (O&M) experience	<b>9</b>
<b>4</b>	Experience on obtaining funds	<b>10</b>
<b>5</b>	Traffic growth capacity	<b>14</b>
<b>6</b>	Concessionary fee	<b>12</b>
<b>7</b>	The time of putting into operation	<b>11</b>

#### **IV.3 Bids submission time**

Within and no later than: Date: **at: 23/09/2021 Hour: 12:00 CET**

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

#### **IV.4 Bids opening time**

Within and no later than: Date: **at: 23/09/2021 Hour: 12:00 CET**

Venue: Ministry of Infrastructure and Energy through electronic means.

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

#### **IV.5 Bids validity period: 150 days**

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

Albanian  English

### **V. Supplementary information**

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

Yes  No

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

**V.2 The value of the ATRAKO fee**, pursuant to Article 12 of Law No. 125/2013 “On Concessions and Public Private Partnership” as amended, is the Amount to be paid by the Winning Concessionaire for the services of the Concession Treatment Agency (ATRAKO) in accordance with DCM No. 575, dated 10.07.2013 “On the adoption of the evaluation rules and the provision of concessions/public private partnership” changed.

#### **V.3 Supplementary information (place, office, ways of obtaining tender documents)**

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Date of delivery of this notice **03/08/2021**

# INSTRUCTIONS TO BIDDERS

## 1. INTRODUCTION

The Contractual Authority has hereby decided to implement the project on the "Concession / PPP award for the design, construction, operation, maintenance and transfer of Saranda International Airport (SIA) from the Concessionaire to the CA". The selection of the Winning Bidder shall be made based on an open competition procedure, according to the qualification and evaluation criteria specified in the document herein. The concessionary/PPP contract duration shall last 35 years upon its entering into force.

The operation of the Saranda Airport is one of the main commitments of the Republic of Albania.

The new Saranda Airport shall be constructed pursuant to the national and international laws, standards and regulations in force. Whereas, regulations on the maintenance of technical security requirements pertaining to air and land operations and above all regulations to obtain and maintain the airport certification shall be adopted.

As set out in the Sectorial Transport Strategy and Action Plan 2016–2020, approved by DCM No. 811, dated 16.11.2016.

Pursuant to this Strategy, the main challenges to the aviation sector for the 2016-2020 planning period relate to the "creation of the adequate conditions for a more competitive market with liberalized aviation services which shall create the opportunity to reduce passengers travel expenses". The strategy goes on by setting out the strategic objectives for air transport up to 2020:

- Albania should become more competitive in the air transport market to ensure direct connections to main European airports in order to increase passenger flux thorough and from Albania.
- Attention to service quality, operations efficacy, social roles in proportional relation to transport demands.
- The Airports serve as promoters and potential contributors for the level of the tourism sector in the region.

As per above, the ongoing implementation of strategic objectives, by putting into operation the Saranda Airport, it is expected that this airport shall have a considerable economic, social and cultural impact in the development of this area, thus, enabling new job opportunities, tourism development, aviation services provision by low cost carriers, which shall bring about the reduction of ticket fees of citizens' international travel.



## **1.1 Further information:**

### **General description**

#### **a. GEOGRAPHICAL POSITION**

Saranda Airport is located 6 km away from the city of Saranda, close to the national road, 20 m above the level of the sea. In the perimeter of the area of the project distanced of it the villages Cuke, Caush, Aliko, Neohor, Dritas, Plaga e Re, Skate. The west side, the project area is bounded from the hills where the village of “Lekures” with its castle and beyond the hills, is located the city of Saranda. The Bistrica river traverses the project area along this side. On the south side, it is bordered by the Lake of Butrint.

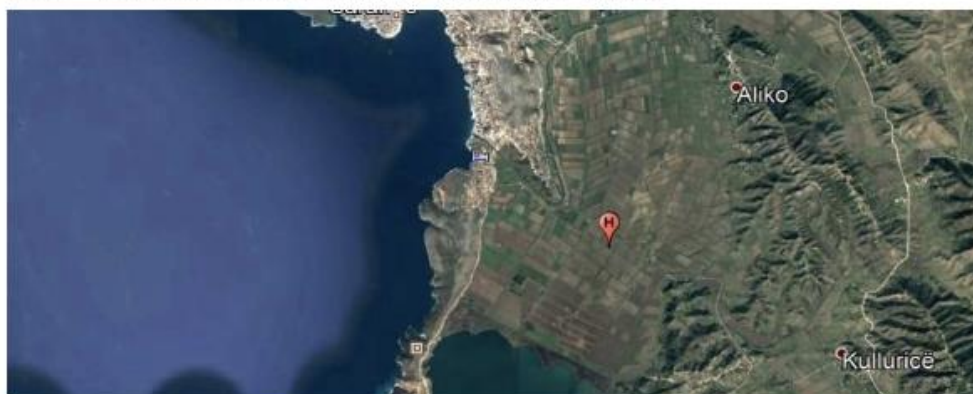


Figura 11: Vendndodhja e Aeroportit te Ri - Sarande

#### **b. CURRENT CONDITIONS**

The project of the airport of Saranda will be considered a greenfield investment.

#### **c. CONNECTING THE AIRPORT TO THE EXISTING INFRASTRUCTURE**

Besides the airport infrastructure, it is paramount to have good road access between the city, the highway and the airport to ensure that passengers can reach the airport in time both ways and in order to increase the airport coverage area.

#### **d. OTHER OBJECT-RELATED CONDITIONS**

- 1.2** The project for the construction of the Saranda airport is the proposal required and approved by the Contractual Authority.
- 1.3** At the moment that the winning bidder presents the project and his masterplan. The Contracting Authority shall be responsible for the expropriation and their value within the area of the Construction of the Airport, which shall be performed by the State Agency for Expropriations.
- 1.4** These instructions ("Instructions for Bidders") as well as the "Invitation for Bid" shall be addressed to all judicial subjects or their consortiums, which aim to partake to this competitive selection procedure.
- 1.5** Expenses: The Winning Bidder must afford all expenses pertaining to the drafting and submission of his bid as well as any other expenses provided for in these documents pursuant to Article 25 and Article 29 of Law No. 125/2013 "On Concessions and Public Private Partnership", as amended.
- 1.6** The Contractual Authority shall reserve the right permanently suspend this competitive selection Procedure. The bidder shall have no right to request any compensation for any incurred costs or losses.

#### **2. COMPETITION PROCEDURE DOCUMENTS**

##### **2.1. Content**

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

#### **APPENDICES**

Appendix 1: Bid form

Appendix 2: Invitation for bid form of the restricted procedure or with negotiation with preliminary announcement (non applicable)

Appendix 3: Bid security form

Appendix 4: List of confidential information

Appendix 5: Declaration of the fulfillment of requirements of the standard documents of the concession/public-private partnership

Appendix 6: Declaration on the conflict of interests

Appendix 7: Evaluation form

Appendix 8: On the possession of machinery

Appendix 9: Qualification criteria

Appendix 10: Judicial records statement

Appendix 11: Evaluation criteria

- Appendix 12: Self-declaration for foreign bidders
- Appendix 13 (not applicable): Draft-project implementation and technical specifications
- Appendix 14: Cost estimates of works
- Appendix 15: Standard notice on the disqualified bidder
- Appendix 16: Winner's notification form
- Appendix 17: General conditions of the contract
- Appendix 18: Special conditions
- Appendix 19: Contract security form
- Appendix 20: Form of publication of the signed contract notification
- Appendix 21: Procurement complaint form submitted to the contracting authority
- Appendix 22: Power of attorney form

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

If the bidder:

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

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

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

**2.2.1** All the replies along with the relevant explanations shall be notified to all the interested parties. The bidders of this competitive procedure have the right to request the amendment or correction of standard documents of the competitive procedure and shall submit his request through the electronic procurement system.

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

**2.3.1.** Any time, before the deadline for the submission of the bids, the Contractual Authority shall postpone the time limit for the submission of the bids pursuant to the law when changes are made in the documents of the procedure.

**2.3.2.** All the changes made by the Contractual Authority shall be published on the internet page of the Public Procurement Agency. The changed documents shall be considered as documents of the competition procedure for this selective competition procedure.

**2.3.3.** In order for the bidders to have sufficient time to make the relevant changes in their bid, the Contractual Authority may, with his initiative, postpone the time limit for the submission of the bids. In this case, the Contractual Authority "On the concessions and the private public partnership" shall publish the new time limit for submitting the bids on the internet webpage of the Public Procurement Agency.

## **3. BID: PREPARATION**

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



- a) The Bid Form filled in compliance with the attached Appendix 1 of CPD/PPP.
- b) The Form of the Bid Security filled in compliance with the attached model as Appendix 3 of CPD/PPP.
- c) The documents related to the concession/public private partnership object in compliance with the requirements provided for in Appendix 9 of CPD/PPP

An economic operator shall submit only one bid.

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

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

### **3.2. Bid Security:**

- 3.2.1.** As a part of his technical bid, the bidder shall submit the Bid Security according to the Form of Bid Security (submitted in Appendix 3: Form of Bid Security), in the value of 2% of the foreseen reinstatement costs submitted by the Bidder.
- 3.2.2.** Bid Security shall be submitted mandatorily in the form of a deposit or guarantee issued by a bank licensed by the state to carry out this activity. The bidder shall guarantee that the Bid Security is valid for a 30-day period after the completion of the validity of the bid which is 150 days. Hence, the bid shall be insured for 180 days from the date of the expiration of the time limit for its submission. For motivated reasons, the Contractual Authority may require from the Bidder to extend the validity period of the Bid Security in case certain circumstances impact on the extension of the evaluation time frame of the relevant bid or in the submission of the of the Contract Security or on any other case which impacts on the extension of a mandatory time frame. If the Bid Security validity period is not extended, the Bidder is disqualified.
- 3.2.3.** The Bid Security shall be submitted along with the bid before the expiration of the time limit for the submission of the bids. Every bid which is not accompanied with the Bid Security shall be refused by the Commission of Bids Evaluation. Bid Security shall be submitted on behalf of: i) the company, in case the Bidder is a sole company; or ii) on behalf of the leading company if the Bidder is a temporary Merger of the companies.
- 3.2.4.** Upon the request of the non-Winning Bidder, the Contractual Authority shall bring him back the Bid Security, as soon as possible but not later than 30 days after the bid validity period expires or after its deadline extension.
- 3.2.5.** The Bid Security of the Winning Bidder shall be given back to him after the submission of the Contract Security to the Contractual Authority.

- 3.2.6.** The bid Security may be kept by the Contractual Authority in the cases when the Bidder:
- i) gets his bid during the competition procedure before the bid validity time limit expires;
  - ii) does not present the Contract Security (if he is the winner);
  - iii) does not sign the concessionaire contract (if he is the winner) within the time limits specified in the Winner's Notification Form (Appendix 15: Winner's Notification Form);
  - iv) has declared false data in his bid;
  - v) if he is the winner, refuses the payment of the expenses according to point 1.4 above.

**3.3.Power of Attorney:** Every bidder (or member of the Temporary Consortium, when the Bidder is such) shall submit a notary power of attorney in the form determined in Appendix 21 which indicates that the person (persons) who have signed the Bid are entitled to sign it.

**3.4.Bid Validity Period:** The bids shall be valid for 150 days starting from the moment of the expiration of the "bids submission deadline". A bid with a shorter validity than the stipulated deadline shall be refused by the Bids Evaluation Commission as acceptable. Exceptionally, the Contractual Authority may request the Bidder to extend the Bid Validity Period. The Contractual Authority's request shall be in writing. In case of an extension of the Bid Validity Period, the Bid Security period shall also extend in compliance with paragraph 3.2.2.

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

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

**3.5.2** The bidder, who is announced the winner of the competition, shall submit to the Contractual Authority the original bid. The original bid shall be typed/printed or written in ink, which does not vanish. The person or persons who are entitled to sign (authorized through the power of attorney submitted as a part of the Technical Bid, in compliance with point 3.3) shall sign the Bid

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

**3.5.3** The bid shall not have changes, deletion or addenda apart from the case when the corrections are signed by the person or the persons entitled to sign the bid. The original bid shall be identical with the bid uploaded on the internet webpage of the PPA.

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

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

**4.1.1** Pursuant to DCM No. 130, dated 12.03.2014 "On Electronic Completion of the Competing Procedures of the Concession/Public Private Partnership" and the DCM No. 575, dated 10.07.2013 "On the adoption of the evaluation rules and the provision of concessions/public private partnership" changed, the bid shall be submitted in the electronic

format in compliance with the instructions of the Public Procurement Agency. You can find comprehensive information on this procedure at the official webpage: [www.app.gov.al](http://www.app.gov.al).

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

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

**4.1.4.** The successful bidder shall submit the original bid at the Contractual Authority. The original bid shall be put in a closed and sealed envelope/box. The name and the address of the bidder and the note: Bid on the project "Concession / PPP award for the design, construction, operation, maintenance and transfer of Saranda International Airport (SIA)"

The original bid shall be submitted to the following address:

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

## **4.2. Bids submission deadline**

**4.2.1** The bids should be submitted through the PPA official website within 23/09/2021, at 12:00 CET. The Winning Bidder shall be notified in writing by the Contractual Authority on the original bid submission time frame.

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

### **5.1 Bids Commencement**

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

### **5.2.2 Bids Evaluation**

**5.2.1.** After the bid is opened, the Commission of Bids Evaluation shall review it to determine if the bid is acceptable, if the required documentation has been submitted, if the documentation was duly signed and if the bid is correct.

**5.2.2.** The evaluation of the Contractual Authority shall be based on the data and on the content of the bid itself and if necessary, The Commission of Bids Evaluation may claim clarifications from the Bidders, which do not constitute a change in the essence of the Bid. The clarifications shall be only in writing or/and reflected in the relevant minutes. Also, in special cases, the Contractual Authority is entitled to involve even different experts who may assist in treating those cases which pose difficulties for the Commission of Bids Evaluation.

### **5.2.3. The bid shall be considered invalid, if:**

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

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

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

**5.2.6.** The Commission of Bids Evaluation drafts the final classification, which shall be notified publicly and shall be communicated to the Bidders. After the notification of the final classification, every bidder may claim an administrative review of the selection process, when he considers that an action undertaken by the Contractual Authority and the Commission of Bids Evaluation is in contradiction with Law No. 125/203 “On concessions and public private partnership” amended, and the DCM no. 575, dated 10.07.2013 “On the adoption of the evaluation rules and the rules on issuing concessions/pubic private partnership”, amended, using the form of the Competing Procedure Appeal, stipulated in the appendix 20.

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

### **5.3. Invalidity and Failure of the Competitive Procedure**

The Competing Procedure is considered unsuccessful when:

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

### **5.4. Illegal Actions**

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

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

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

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

**5.5.1** After the expiry of complaint term set out in the clause 5.2.6, the Contracting Authority shall inform the Bidder, whose bid is selected as the best one, through the delivery of the Winner's Notice, as provided for in the Winner's Notice Form. A more detailed copy of this notice is published in the Bulletin of Public Notices. While signing, the Contracting Authority shall ask from the Winning Bidder the submission of the Contract Security. The Contract Security Form shall be signed and submitted according to clause 5.5.3. Contract Security in the value of 5% of the proposed Investment may be submitted in the form of i) an unconditional bank guarantee or ii) an insurance policy.

**5.5.2** The Contracting Authority and the Winning Bidder shall negotiate in good faith the conditions and final deadlines of the Concession Contract / Public-Private Partnership Contract, taking into consideration that the Winning Bidder shall be required to sign a Concessionary Contract under the Special and General Conditions of the Contract signed by him in every page and submitted as part of the Technical Bid, as amended (if applicable) during the negotiation process of the Concession Contract/Public-Private Partnership. The bidder that will be declared the winner will create a Special Vehicle Purpose (SVP), regulated in accordance with the law, as a company based in the Republic of Albania with the note before the name "Concession Company" and with object "The Object of the Contract of the Concession", with which the Contracting Authority shall sign the Contract of the Concession, with the authorized person of the said company.

**5.5.3** If within a 60 day deadline from the date of the Winner Notice and the deadline set out in the Council of Ministers' Decision, it becomes clear that if the Winning Bidder (for unjustified reasons) shall not submit the Contract Security and/or shall not Sign the Special and General Conditions of the Contract, the Contracting Authority shall withhold to the Winning Bidder, the Bid Security and invite other Bidders, by rank of order in the final classification, until receiving the Contract Security and General and Special Conditions signed in each page by Bidders, by rank of order or to reject all remaining Bids.

**5.5.4** The Contracting Authority shall publish in the Public Announcement Bulletin the name of the Concessionaire and the main terms of the Concession Contract within 30 days of the signing of the contract.

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

## Appendix 1

[To be filled by the Economic Operator]

### BID FORM

**To:** Ministry of Infrastructure and Energy

Address:  Abdi Toptani  Street, No. 1, Tirana

**Subject:** The bid of the company/temporary consortium (*place name of bidder*), for the competitive procedure "Concession / PPP award for the design, construction, operation, maintenance and transfer of Saranda International Airport (SIA)"

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

Referring to the abovementioned procedure, we, the undersigned, declare that:

1. The Total price of our offer is [The currency and the value of the offer]; VAT EXCLUDED
2. The Total Value of the offer is: [The currency and the value of the offer]; VAT INCLUDED

The bid presentation form is specified as follows:

No.	Criteria	Bid/Reference
<b>1</b>	Brief summary and project's strategic reasoning including:	
	a Land zoning plan according to airport facilities	
	b Value added Solution	
	c Social responsibility:	
<b>2</b>	Experience in Construction and/or Renovation Projects of at least 1 (one) airport where the renovation consists of passenger terminal; runway; apron (Category 3C or higher), during the last 10 (ten) years, with a capacity of 1 (one) million passengers or more.	
<b>3</b>	Operation and Maintenance (O&M) experience	
<b>4</b>	Experience on obtaining funds	
<b>5</b>	Traffic growth capacity	
<b>6</b>	Concessionary fee	
<b>7</b>	The time of putting into operation	

**Note:** *The bidder should provide no more than one record for each criterion, based on the submitted Project and business plan.*

**1.** *The price must be expressed in the currency \_\_\_\_ (required in the Standard Documents)*

Pay attention to the bid structure, there must not be any alternative presentation forms.

---

Name, Signature and seal of Bidder

## Appendix 2

### INVITATION FOR BID

The Ministry of Infrastructure and Energy invites all interested bidders to submit their bids to carry out the following Work:

#### Work contract venue

Saranda International Airpot is located in the area of Finiq, of Saranda.

The location of the airport proposed in Saranda is located in the fields of Vurgut, close to the Lake of Butrint in the so-called former swamp of Buf. From the bonification of this swamp agricultural lands have been created. Saranda Airport is located 6 km away from the city of Saranda, close to the national road, 20 m above the level of the sea. In the perimeter of the area of the project distanced of it the villages Cuke, Caush, Aliko, Neohor, Dritas, Plaga e Re, Skate. The west side, the project area is bounded from the hills where the village of “Lekures” with its castle and beyond the hills, is located the city of Saranda. The Bistrica river traverses the project area along this side. On the south side, it is bordered by the Lake of Butrint. On the east side is bordered from the villages Aliko, Dritas, Neohor. On the north side is bordered with the village Vrion and river Bistrica.

Contract execution time frame (according to the winning bid evaluated by the BEC)

The bid shall be submitted

On behalf of the Contractual Authority: Ministry of Infrastructure and Energy

Within and not later than 12:00 CET, on 23/09/2021

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



### Appendix 3

*[Letter with logo from the Bank / Insurance Institution]*

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

#### **BID SECURITY FORM**

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

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

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

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

Brief description of the contract: *[scope]*

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

Referring to the above-mentioned procedure,

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

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

- The Bidder has withdrawn or has changed his offer, after the deadline for the submission of offers or before the last deadline, if has been declared in the tender documents.
- The bidder has refused the signing of the concessionary/public private partnership contract when the contracting authority wants such a thing.
- The bidder has not submitted the Contract Security, when the winning bid is declared or has not fulfilled another condition before the signing of the contract that has been declared in the tender document;

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

[Bank/insurance institution representative]

## Appendix 4

### LIST OF CONFIDENTIAL INFORMATION

*[To be completed by the Economic Operator]*

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

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

## Appendix 5

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

### **DECLARATION OF THE FULFILMENT OF REQUIREMENTS OF THE STANDARD DOCUMENTS OF CONCESSION/PUBLIC-PRIVATE PARTNERSHIP**

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

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

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

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

We shall not participate as bidders in more than one bid for this competitive procedure. We authorize the contracting authority to verify the information/documents attached hereto. If our bid is accepted, we shall make the contract security, as provided for in the standard contract documents.

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

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

Bidder's Representative

Signature

Seal

[To be completed by the Economic Operator]

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

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

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

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

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

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

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

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

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

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

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

**Name, Surname, Signature**

---

**Seal**

**Appendix 7***[To be presented by the Economic Operator]***EVALUATION FORM****(This application form shall be accompanied by the Testing Act and financial situations)**

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

## Appendix 8

[To be completed by the Economic Operator]

### ON THE POSSESSION OF MACHINERY

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

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

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

and

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

- add/delete other lines, if necessary.

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

#### CONTACT PERSON (for this bid)

Name:

Address:

Telephone number:

Fax:

E-mail:

Signature

Seal

## Appendix 9

### 1. GENERAL ADMISSION/QUALIFICATION CRITERIA

The Candidate / Bidder shall submit:

1. A document proving that (your entity):
  - a) is not under bankruptcy process,
  - b) has not been convicted of a criminal offense, in accordance with Law No 162/2020 “For Public Procurement” ,
  - c) has not been convicted, by virtue a final court decision related to the professional activity.

The above requirements are supplemented by the submission of the Commercial Data Extract for the Entity Data, the Extract on the Entity History, issued by the National Business Center, and the entity’s self-declaration, according to the Appendix 10 "Judicial RecordsStatement”.

2. A document proving that (your entity):
  - a) has met the fiscal obligations,
  - b) has paid all the social security obligations, issued by the Tax Administration.

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

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

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

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

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

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

### SPECIAL QUALIFICATION CRITERIA

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

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

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



## **2.1. Legal capacity of economic operators**

1. Registration as legal entity. Business registration extract from the National Registration Center;
2. NIPT;
3. Documents attesting that the capital/assets of the entity are not handed over to the bailiff or there exists a sequestration order on them, issued by the Bailiff's Office at the city whereby the entity's headquarters are located;
4. Document attesting that the entity has fulfilled all fiscal obligations, issued by the Tax Administration;
5. Document that attests that the entity has paid all social security obligations issued by the Tax Administration;
6. An attestation that confirms the payment of all electrical power contracts maturing obligations owned by the economic operator registered in Albania. Nonpayment of electrical every obligations shall constitute grounds for disqualification of the economic operator, except in the case when such unpaid obligations, confirmed by the supplier's attestation, are in an appeal court proceeding. The electrical energy supplier shall be obligated to issue such attestation not later than 5 (five) days from the economic operator's request submission date. This requirement is only for the Economic Operators based in Albania.

The abovementioned criteria shall be fulfilled only if the submitted documents are original or notarized photocopies.

The bidding companies shall be registered in the relevant professional or commercial register of the country of their establishment, by attesting their legal entity. Therefore the bidders shall submit the Company Extract issued by the National Registration Center.

The foreign bidder (a company registered outside of the territory of the Republic of Albania) must attest that it fulfills all above listed requirements. If the documents mentioned above in therelevant paragraphs shall not be issued in the bidder's country of origin, then, they shall be accepted in a declaration form in writing, under the bidder's responsibility (according to the form presented in Appendix 11). Pertaining to the declaration on the non-issuance of these documents by the institutions in the bidder's country of origin, the bidder shall submit an attestation by the Commerce Chamber of the country of origin, whereby attesting that one or all attestations required in this Appendix are not issued by the responsible public institution.

Accordingly, the Contractual Authority shall investigate whether these attestations are issued or not by the relevant institutions in the country of origin, and should it officially find out that there is an institution in the country of origin that may issue such an attestation, submitted by the foreign bidder in the form of self-declaration, then the Commission shall deem invalid the submitted self-declaration document.

In case of a temporary consortium, the requirements of Appendix 11 shall be obligatory for each consortium member.

### **Legalization of the documentation**

The documents obtained outside the territory of Albania by foreign legal entities shall be legalized in order for them to be legally accepted. The documentation submitted by companies registered in the member states of the Hague Convention (October 5, 1961) shall contain the Apostille stamp in compliance with Law No. 9060, dated 08.05.2003 "On the Accession of the Republic of Albania to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents".

### **Temporary Consortium**

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

The bid may be submitted by a group of economic operators, one of whom represents others during the procedures and, in case of selection, during contract implementation as well. The contract should define the services or work to be carried out by each of the group members.

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

Following the establishment of the economic operators consortium, the group members shall, by Power of Attorney, designate their representative who will submit the bid. This written agreement and the Power of Attorney shall be submitted along with the qualifications and economic bid, which shall be signed by the representative. The representative shall conduct the bid security, by specifying participation in the procedure on behalf of the Economic Operators Consortium.

The economic operator, member of a consortium, cannot simultaneously submit individual bids. The economic operators consortium shall not change upon bid submission; otherwise, the bid shall be rejected.

In case of bankruptcy of the representative of the economic operators consortium or under other circumstances, which discontinue his/her activity during contract implementation, the contracting authority may continue the contract with another economic operator, who is designated as the group representative and is proposed by other non-representative members, provided that he/she possesses the legal, economic, financial, and technical capacities to implement the contract; otherwise, the contracting authority may withdraw from the contract. If these circumstances are applied to the other economic operator, if the group representative fails to appoint a substitute, then the obligations of the failed economic operator may be undertaken by the representative or by another member of the group, provided that he/she fulfills the requirements.

The Albanian companies shall be subject to the rules provided for by Law no. 9901, dated 14.04.2008 "On Traders and Commercial Companies", as amended. In the case of foreign companies, the legal standards for commercial companies in the country of origin shall be respected.

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

The Bidder shall have the necessary financial resources to fulfill the object of the competition and shall undertake any risk incurred, as provided for or implied in the General and Special Conditions of the Contract.

The Bidder (*if it is not a Consortium*) - or affiliates companies of the bidder- shall demonstrate that it had Net Worth of at least EUR 41 (forty one) million or equivalent during its last three (3) financial years.

If the Bidder is a Consortium, the Consortium shall demonstrate that the aggregate Net Worth of the Consortium Members is at least EUR 41 (forty one) million during the last three (3) financial years AND at least EUR 30 (thirty) million for the Financial Member or Lead Member.

Net Worth shall be calculated as follows: Net Worth = (total assets) minus (total liabilities).

The documents demonstrating the sufficiency of financial resources shall include the following:

- Copies of financial statements for the 3 (three) last years (2018, 2019 and 2020), as submitted to the tax authority
- Financial audit reports, (including auditor's opinion), certified by the external licensed audit entity

## **2.3. Technical capacity:**

The Bidders shall meet the qualifying technical requirements and shall submit the following documents:

1. Certification from the competent Authority of civil aviation in the country where the operation of the activity occurs in accordance with the standards required from EASA/ICAO within the last 15 years:

The Bidders shall declare and submit proper certifications of -at least- one (1) international airport currently managed by it (*on a stand-alone basis, or as part of a joint venture, consortium or otherwise*), or that one of its Related Companies operates, on an active basis [*landside and airside*]); airport with no less than 1 (one) million passengers per year for the last five (5) years continuously.

2. Controlling Interest / Ultimate Ownership

Each Respondent shall provide its equity structure. Such equity structure should be in the form of a chart showing percentages of shares of each shareholder until its ultimate ownership. Such equity structure shall comply with the shareholding requirements set out in the RFP and the Concession Agreement.

3. Final court decision or Arbitration decision about the Lawsuits submitted against the Bidder regarding failure to meet the Concessionary Agreement terms.

Lawsuits (Final court decisions): The Bidders shall provide a listing and brief description of all legal actions for the past five (5) years in which Respondent or, if applicable, any company that

is part of the Respondent's Consortium has been condemned (on final judicial decision or arbitration award): (i) as a debtor in bankruptcy; (ii) due to deficient performance under a Concession Contract; or (iii) in the capacity of the defendant in any criminal case.

#### 4. Contracting experience – Construction

The Bidder shall demonstrate the required capacity in Construction and/or Refurbishment (including terminal; runway; and apron) projects during the past ten (10) years of at least one (1) airport (Category 3C or higher ) with a capacity of at least 1 (one) millions passengers or more.

The Bidder, or, if the Bidder is a Consortium, one of the Members shall demonstrate the technical capacity as regards the following:

- a. Renovation of at least 1 (one) airport runway, apron and terminal in the last ten (10) years and/or
  - b. Construction of at least 1 (one) airport runway, apron and terminal in the last ten (10) years.
5. The Bidder, or, if the Bidder is a Consortium, the Airport Operator, shall demonstrate by listing the airports concerned::
- a. Experience on: (a) development, design, engineering, procurement and construction, operation and maintenance and (b) management and monitoring of Commercial Airport Infrastructure construction projects during the past five (5) years in at least 1 (one) airport with a capacity of at least 1 (one) million or more passengers.
  - b. Managing experience: facility maintenance/repair and procurement of related materials. The bidder shall provide evidence of their certified expertise in project engineering and maintenance.

In order to comply with the requirements under paragraphs 4 and 5, the Bidder shall address the following areas as regards its operational and managing capacity:

- i Operations and Maintenance Expertise: Provide evidence demonstrating expertise in managing an airport of the mentioned nature. Specifically, the bidder should highlight the experience in the following areas:
  1. Substantial experience in management and improvement of other commercial airports.
  2. Substantial experience in management, maintenance/repair of airport facilities and procurement of related materials for maintenance.
  3. Experience in airport passenger growth .

ii. *Safety and Security*: Demonstrate ability to address and resolve safety and security issues. Specifically, the Bidder should highlight the experience and qualifications in the following areas:

1. Knowledge of airport safety and security management and methodologies.
2. Experience in emergency response support.
3. Environmental management expertise.

6. Basic Layout Report of the Environmental Impact Assessment

The Bidders that fail to provide the mentioned Technical Capacity of this RFP, as well as any other related document required in this RFP, or if the document(s) is (are) non-responsive, shall be considered non-eligible and their further financial qualifications shall not be evaluated.

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

**Appendix 10**

[ To be completed by the Economic Operator]

**JUDICIAL RECORDS STATEMENT**

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

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

- **The economic operator \_\_\_\_\_ is not convicted of criminal offences/infringements pursuant to Law No 162/2020 Public Procurements Law,**
- **The economic operator \_\_\_\_\_ is not convicted by virtue of a final court decision related to the professional activity,**

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

**Bidder's Representative**

**Signature**

**Seal**

## Appendix 11

### EVALUATION CRITERIA

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

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

#### Evaluation methodology

No.	Criteria	Maximum score per criterion	Evaluation methodology
1	Brief summary and project's strategic reasoning including:	<b>34</b>	-
a	Land zoning plan according to airport facilities	18	-
b	Value Added solutions	10	-
c	Social responsibility:	6	-
2	Experience in Construction and/or Renovation Projects of at least 1 (one) airport where the renovation consists of passenger terminal; runway; apron (Category 3C or higher), during the last 10 (ten) years, with a capacity of 1 (one) million passengers or more.	<b>10</b>	$P_i = \frac{A_i}{A_{max}} * P_k$
3	Operation and Maintenance (O&M) experience	<b>9</b>	$P_i = \frac{OM_i}{OM_{max}} * P_k$
4	Experience on obtaining funds	<b>10</b>	$P_i = \frac{L_i}{L_{max}} * P_k$
5	Traffic growth capacity	<b>14</b>	-
6	Concessionary fee	<b>12</b>	$P_i = \frac{F_i}{F_{max}} * P_k$
7	Time of putting into operation	<b>11</b>	$P_i = \frac{T_{min}}{T_i} * P_k$

Symbols annotation:

P<sub>i</sub> – Bidder's score

A<sub>i</sub> – Number of bid airports by the Bidder

A<sub>max</sub> – Maximum airport bid number

OM<sub>i</sub> – Number of airports operated by the Bidder  
OM<sub>max</sub>-Maximum number of bids for operated  
airports  
L<sub>i</sub> – bidder's amount of contracted funds per  
project  
L<sub>max</sub>- highest amount of funds obtained per  
project  
F<sub>i</sub> – concessionary fee bid  
F<sub>max</sub> – highest concessionary fee bid  
T<sub>i</sub> – bidder's time of putting into operation  
T<sub>min</sub> – minimal time offered for putting into operation  
R<sub>i</sub> – bidder's amount of “minimum guaranteed revenues”  
R<sub>min</sub>- lowest bid amount of bidder's “minimum guaranteed  
revenues”  
P<sub>k</sub> – Specified criterion scores

*The criteria presented in the Bid shall be considered as non-negotiable terms of the Concession Contract and under no circumstances shall they be modified.*

### **Rationale on the bidders' evaluation criteria and methodology during the competing procedure:**

- 1 Executive summary and strategic rationale of the project:
  - a. Land zoning plan according to airport facilities
  - b. Added Value Solutions
  - c. Social Responsibility

This section shall assess the description of economics, business developments and architectural developments.

a. Land zoning plan according to airport facilities

This section shall assess -on the basis of the information shown as the bidder will conclude the airport in the most efficient way possible in the usage of land- better aviation and terminal functionalities, operation lay out and architectural design and economical and environmental results. Respondent shall include a description of the experience related to constructions and/or installations related to Jet Fueling.

b. Added Value Solutions

This section shall assess the different options or solutions that may bring additional added value in economic/technological/operational/efficiency terms; as well as ideas/proposals and information on the ability to grow revenues and traffic. As an extended scope of the Tender Respondents may list options and proposals aimed to suggest further improvements related to marketing and infrastructure development.

c. Social Responsibility



This section shall assess the different industrial options which shall lead to an improvement in employment levels and/or which shall have a significant social impact and/or aeronautical qualifications.

The Bidder best complying with the requirements of this criterion shall receive the highest scores for this criterion.

2) Experience with Construction and/or Refurbishment (terminal; runway and apron) Projects of at least 1 (one) airport (3C Category or higher), during the last 10 (ten) years, of at least 1 (one) millions passengers or more.

The Bidder who shall demonstrate the required capacity in Construction and/or Refurbishment (terminal; runway and apron) projects during the past ten (10) years of more airports of the (Category 3C or higher) with a capacity of at least 1 (one) million passengers or more, shall receive the highest score for this criterion. On the other hand, the other Bidders shall receive the scores based on the specified methodology.

3) Operation and Management Experience (O&M)

The Bidder, or, if the Bidder is a Consortium, the Airport Operator, shall demonstrate by listing the airports concerned:

*Experience on:* (a) development, design, engineering, procurement and construction, operation and maintenance and (b) management and monitoring of Airport Infrastructure construction projects during the past five (5) years in at least one (1) airport of at least 1 (one) million passengers or more.

*Managing experience:* facility maintenance/repair and procurement of related materials. The bidder shall provide evidence of their certified expertise in project engineering and maintenance.

The Bidder providing the highest number of operated and maintained airports shall receive the highest score for this criterion. On the other hand, the other Bidders shall receive the scores based on the specified methodology.

4) Experience with obtaining funds

The Bidder, or, if the Bidder is a Consortium, the Lead Member or the Financial Member, shall demonstrate the ability to fund/finance the Project through equity investments and/or debt financing raised for the Project, including having financed at least one (1) previous project equal to or in excess of EUR 34 320 000 (thirty-four million three hundred twenty) in the past five (5) years

The Bidder presenting the highest value of benefited financing shall receive the highest score. On the other hand, the other Bidders shall receive the scores based on the specified methodology.

5) Traffic Growth Capacity

The Bidder must provide specific evidence demonstrating proven ability and results on traffic growth via route development and marketing, over the last three (3) years in one (1) or more airports managed by the Bidder.

Bidders shall detail any experience in operating, management and maintaining a of one or a group of airports (with inherent traffic competences), owned or leased by the same entity, contractually bundled, either in the form of a management/O&M contract, lease contract or a long-term concession agreement, for three (3) consecutive years in the last ten (10) years..

The Bidder providing the best outputs for traffic growth and network experience as well as the lowest proposed service fees shall receive the highest score for this criterion.

#### 6) Concession fee

This fee refers to the concession monetary compensation that the concessionaire shall pay to the Contracting Authority for using the Saranda Airport. This fee shall be payable from the moment of putting the airport into operation. The fee amount shall be expressed in percentage of the concessionaire's annual revenues and be paid to the Contracting Authority.

The lowest concessionary fee shall amount to 2 % and this amount shall be provided for in the Contract as a non-negotiable term.

The Bidder proposing the highest concession fee amount shall receive the highest score. On the other hand, the other Bidders shall receive the scores based on the specified methodology.

#### 7) Time of putting into operation

This criterion shall assess the Bidders in terms of timeframes within which the airport construction shall be completed and it be put into operation.

The Bidders proposing the reasonably shortest time for the airport construction (starting from the moment of being grating the necessary permits and licenses for works commencement) and it being put into operation shall receive the highest score for this crediting. On the other hand, the other Bidders shall receive the scores based on the specified methodology.

## Appendix 11

*[Annex to be filled by the Foreign Economic Operator]*

### **SELF-DECLARATION FOR FOREIGN BIDDERS**

**- For participation in the procedure for the award by concession/PPP of “On the design, construction, operation, maintenance and transferring of the Saranda International Airport (SIA) from the Concessionaire to the CA”**

**[Date]**

For: Ministry of Infrastructure and Energy

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

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

Yours sincerely

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

## **Appendix 12**

*(To be completed by the contracting authority)*

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

- *Document attached at the E-Procurement System*

**Appendix 13 - Not applicable**

*(To be completed by the contracting authority)*

**Bill of Quantities**

## Appendix 14

[To be completed by the Contracting Authority]

### STANDARD NOTICE ON THE DISQUALIFIED BIDDER

[Place and date]

[Name and address of the contracting authority]

[Bidder's address]

Dear Mr./Mrs. <contact name>

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

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

---

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

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

Yours sincerely  
< Name >

**Appendix 15**

[To be completed by the Contracting Authority]

**WINNER’S NOTIFICATION FORM**

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

For: [Name and address of the awarded bidder]

Concession/public-private partnership procedure

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

The following bidders were disqualified:

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

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

accordingly for the following reasons:

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

\* \* \*

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

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

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

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

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

A bank document certifying the payment made for the expenses of publication and specialized consultancy (if any). This payment shall be executed before the start of

negotiations.

If you withdraw from the contract conclusion, you should inform in writing.

..... *Contracting Authority*

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

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

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

[Head of the Contracting Authority]





## Appendix 16

### GENERAL CONTRACT TERMS

- *Document attached at the E-Procurement System*

## **Appendix 17**

[ To be completed by the Contracting Authority]

### **SPECIAL CONDITIONS (DRAFT CONTRACT)**

- *Document attached at the E-Procurement System*

#### **Works**

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

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

1.1 The Contracting Authority is

\_\_\_\_\_

1.2 The Contractor is

\_\_\_\_\_

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

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

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

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

3.1 Representative of the Contracting Authority:

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

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

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

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

5.1 This Contract:

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

## Appendix 18

[Headed notepaper of Bank / Insurance Company]

[To be submitted by the Economic Operator/Supplier]

### CONTRACT SECURITY FORM

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

To: [Name and address of the Contracting Authority]

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

Concession/PPP procedure: [type of procedure]

Short description of the contract: [scope]

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

#### Whereas:

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

#### We hereby declare that:

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

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

---

This Security shall be valid until the full contract implementation.

[Bank representative/insurance company]

**Appendix 19 (Draft)**

[To be completed by the Contracting Authority]

**FORM OF PUBLICATION OF THE SIGNED CONTRACT NOTIFICATION**

**I. Contracting Authority**

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

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

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

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

**II Contract Scope**

**II.1 Type of Contract**

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

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

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

**II.3 Contract duration or time limit for execution:**

Duration in months  or days

or

starting from  and ending on

**III Procedure**

**III.1 Type of procedure:**

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

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

**Number of regular bids:**

**IV. Information on the contract**

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

**Contract date**

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

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

**IV.3 Total value**

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

Currency \_\_\_\_\_

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

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

Date of distribution of this notice

**Appendix 20 (Draft)**

**PROCUREMENT COMPLAINT FORM SUBMITTED TO THE  
CONTRACTING AUTHORITY**

***Complaint to: Contracting Authority***

**Section I Complainant Identification**

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

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

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

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

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

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

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

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

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



## Section II Information on the Procedure

### 1. Identification Number

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

---

### 2. Contracting Authority

*Name of the contracting authority administering the procurement process*

---

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

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

---

### 4. Contract scope

*Brief description of the works/ services acquired*

---

### 5. Final Deadline for Bid Submission

*Final deadline for the submission of bids*

---

### 6. Contract Award Date

---

2.

### **Section III. Description of the complaint**

**1. Complaint Legal Grounds**

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

---

**2.**

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

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

**3. List of Appendixes**

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

*If possible, attach a legible copy of all documents that are relevant to your complaint and a list of all these documents. The documents would typically include **any notification published, all bid documents, with all amendments and attachments, your proposal.** Specify which information, if any, is confidential. Explain why the information is confidential and provide either a version of the relevant documents with confidential sections removed, or a summary of the contents.*

---

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

---

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

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

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

**Yes**  **No**

---

2. Contracting Authority to which the objection is filed

*Name of the contracting authority.*

---

Name and title of the official subjected to objection.

---

3. Nature of the Required Corrected Measure

*What corrective measure do you request?*

---

- 4.

#### 4. List

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

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

**Fax No:  
Signature and Seal of  
Complainant**

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

**Fax No:  
E-mail:  
Signature and Seal of  
Complainant**

Appendix 21

*[To be filled by the Economic Operator]*  
**POWER OF ATTORNEY FORM**

**POWER OF ATTORNEY**

This day, month, year.....

Before me

the Notary Public

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

Nationality\_\_\_\_\_

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

\_\_\_\_\_ on \_\_\_\_\_

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

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

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

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



**REPUBLIC OF ALBANIA**

**(1) MINISTRY OF INFRASTRUCTURE AND ENERGY**

**-and-**

**(2)**

---

**-and-**

**CONCESSIONAIRE COMPANY**

---

**CONCESSION AGREEMENT/PPP  
ON SARANDA INTERNATIONAL  
AIRPORT (SIA) DESIGN,  
CONSTRUCTION, OPERATION,  
MAINTENANCE AND TRANSFER**

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**THE CONCESSION/PPP AGREEMENT ON SARANDA INTERNATIONAL AIRPORT (SIA) DESIGN, CONSTRUCTION, OPERATION, SARANDA INTERNATIONAL AIRPORT (SIA) AND TRANSFER** is signed on **20 April 2021**

**BETWEEN:**

- (1) **THE MINISTRY OF INFRASTRUCTURE AND ENERGY OF THE REPUBLIC OF ALBANIA**, in the quality of the ministry responsible for infrastructure ("**Contracting Authority**"); and
- (2) \_\_\_\_\_ (collectively, "**Bidders**");
- (3) [ ], a company organized pursuant to the Albanian Law, with registered seat at [◆ ], as duly represented from [◆ ], in the quality of the concessionaire company founded in line with Article 2.3 herein ("**the Concessionaire**").

**RECITALS:**

- A Pursuant to Law No. 125/2013 “On Concessions and Public-Private Partnership” as amended, Decision of Council of Ministers No. 575, dated 10.07.2013 “On approval of rules for the evaluation and grant of concession/public-private partnership” as amended, Regulation of the Minister of Transport No.130 dated 09.11.2012 “On certification and registration of Aerodromes”, Tender Documents, Order No. \_\_\_\_, dated \_\_.\_\_.\_\_\_\_, the Contracting Authority established the commission for drafting the tender documents (“**Tender Documents**”) on the grant of concession/PPP “On Saranda International Airport (SIA) design, construction, operation, maintenance and transfer from the Concessionaire to the CA” (“**the Project**”).
- B On \_\_\_\_\_, the Contracting Authority announced the competitive procedure by inviting the bidders to submit their bids on the Project and on \_\_\_\_\_, the Bidders submitted a mandatory bid on the Project along with other documents (“**Bid**”).
- C The Contracting Authority Commission on granting the Project in concession selected the successful bidder for the Project and the Contracting Authority entitled the Bidders to become party to this Concession Agreement (“**the Contract**”).
- D The Contracting Authority handed back to the Bidders the Bid Security and the Bidders handed over to the Contracting Authority the Contract Security (as defined hereinafter), in line with the Tender Documents.

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This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

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This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.



**THEREFORE, THE PARTIES AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The terms and expressions employed herein shall have the following meanings:

**“Aerodrome”** shall be any defined area (any building, installation and equipment) on land or water, any fixed facility on land or water, or any floating facility intended to be used either wholly or partially for the arrival, departure, and surface movement of Aircrafts”.

**“Airport”** shall mean an Aerodrome with extended activities and facilities, mostly for commercial air transport;

**“Term”** shall have the meaning ascribed in article 3.1;

**“Final Date”** shall have the meaning ascribed in article 2.5;

**"Albcontrol"** shall stand for the company managing and controlling the Albanian airspace (AAS), in line with the international air navigation standards, or any successor thereof;

**"Passenger Survey"** shall mean the passenger survey attached to the Passenger Survey Agreement;

**"Passenger Surveyor"** shall be any third surveying company, independent from the Concessionaire, qualified and with a good reputation to conduct and administer surveys independently, without influencing the passenger survey, as attached to the Passenger Survey Agreement.

**“Airport Assets”** shall be the movable and immovable assets over a defined period of time;

**"Civil Aviation Authority" or "CAA"** shall be the Civil Aviation Authority of the Republic of Albania, founded pursuant to Law No. 10233, dated 11.2.2010 “On Civil Aviation Authority”, as amended, with the authorities and responsibilities described in the Applicable Law, or any successor thereof;

**"Competent Authority"** shall be any authority, ministry, agency, inspectorate, department, court, arbitration tribunal, administrative agency or commission, or any other governmental, municipal and administrative body, or regulatory entity (in any case, up to the extent allowed by the jurisdiction of the above over any or all parties, this Agreement and/or issues of this Agreement).

**"Contracting Authority"** shall have the meaning given in the recitals herein;

**"Aircraft"** shall mean any vehicle that is able to fly by gaining support by the air, thus countering the force of gravity.

**“Civil Aircraft”** shall be any aircraft, other from State Aircrafts”;

**“State Aircraft”** shall be any Aircraft used from the armed forces, customs and the state police;

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**“Airport Certificate”** shall be a CAA-issued document attesting that the Airport meets all the standards and requirements with respect to its operation and facilities, and will continue to do so throughout the entire certificate validity period, in line with the Applicable Law;

**“Certificate for Commencement of Works”** shall have the meaning ascribed in article 10.3.2;

**“Handback Certificate”** shall have the meaning ascribed in article 17.24;

**“Operator certificate”** shall be the certificate signed by the parties in the Operation Date, in line with Annex 32;

**“Handback Period Commencement Date”** shall mean the date which shall be one hundred eighty (180) days prior to the anticipated Expiry Date;

**“Commencement Date”** shall have the meaning ascribed in article 10.3;

**“Expiry Date”** shall be the date on which the Term of this Agreement expires pursuant to Article 3;

**“Signature Date”** shall have the meaning ascribed in article 2.1;

**“Operation Date”** shall be the date on which the Parties have signed the Operation Certificate, in line with Annex 32 and can be no later than the Initial Operation Date;

**“Closure Date”** shall be the earliest date between the Expiry Date and Termination Date, as set forth herein;

**“Intended Commencement Date”** shall be the date no later than 180 days from the Effective Date, or any other date agreed upon by the Parties in writing;

**“Intended Operation Date”** shall be the date no later than 36 months from the Commencement Date, or any other date agreed upon by the Parties in writing;

**“Early Termination Date”** shall be the date of Agreement termination from any of the parties prior to the Expiry Date, as notified to the other Party in line with Article 15;

**“Effective Date”** shall have the meaning ascribed in article 2.13;

**“Defect”** shall be any fault due to the Concessionaire’s default, according to the standard of obligations;

**“Closure Statement”** shall have the meaning ascribed in article 2.12;

**“Business Day”** shall be any day other than Saturday, Sunday, or any other day when banks are off, according to the rules of:

- (a) country of business where the Party is bound to make payments; and
- (b) the country where the Site is located at;

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**“Contracting Authority Documentation”** shall be the entire set of official documents made available by the Contracting Authority in writing until the Effective Date;

**“Handback”** shall be the full handover and transfer of the Full and Quiet Enjoyment of the Site, all Immovable Property rights, SIA infrastructure, Airport Services and Commercial Services to the Contracting Authority in line with Article 17;

**“Site Handback”** shall be the Site handover from the Contracting Authority to the Concessionaire, free of any burden hindering the commencement of works, or any third party claim which the Contracting Authority is responsible for.

**"Project Documents"** shall have the meaning given in article 10.1 herein;

**"Tender Documents"** shall have the meaning given in Clause A herein;

**“Right of Way”** shall have the meaning ascribed in article 7.1(b);

**“Emergency”** shall be any circumstance, situation, or event, as agreed upon in the Emergency Management Plan, jeopardizing SIA safety, or consisting of an injury, death, or property damage in the site

**"EPC"** shall stand for engineering, procurement and construction;

**“Full and Quiet Enjoyment”** shall have the meaning ascribed in article 7.1(a);

**“Existing Condition”** shall be the Site condition prior to Effective Date due to:

- a) the presence of Hazardous Substances in the Site;
- b) the presence of public infrastructure in the Site;
- c) the presence of archaeological objects in the Site; and/or
- d) the presence of Cultural Heritage Objects in the Site;

**"Loss"** shall be any damage, cost, expense, payment or liability;

**"IATA”** shall stand for International Air Transport Association;

**"ICAO"** shall stand for International Civil Aviation Organization;

**“Initial Inspection”** shall have the meaning ascribed in article 17.7;

**“Handback Inspection”** shall have the meaning ascribed in article 17.24;

**“Fixtures and Fittings”** means all the installations and equipment that are fitted in, or above the terminal, building or structures set in Site and shall include machinery, baggage claim conveyor systems, lifts, boilers, central heating, air-conditioning, lighting, plumbing, sanitary and sprinkler systems, electrical plant and generators and electronic equipment, but excluding air traffic control equipment;

**“Handback Engineer”** shall be the engineer or engineering company or experts designated by the Contracting Authority for Handback process purposes;

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**“Independent engineer”** shall be the independent person or persons, either foreign and/or Albanian, experienced in the design and construction of Airports with similar sizes and characteristics to SIA, as contracted by the Contracting Authority in line with article 8.1 herein, whose main duties have been foreseen in Annex 7 herein;

**“Handback Requirements”** shall have the meaning ascribed in article 17.10;

**“Air Code”** shall be the code approved by Law 96/2020 “On Air Code of the Republic of Albania”;

**“Concessionaire”** shall be the SPV established and announced in line with article 2.3(b);

**“Agreement”** shall be the present Agreement along with its Annexes, which are an integral part thereof, with changes and/or additions made time to time;

**“Renewal Costs”** shall have the meaning ascribed in article 17.7;

**“Qualification Costs”** shall imply the criteria laid down in Annex 9 under the Tender Documents, including the relevant experience, technical and economic criteria;

**“Handback Requirements”** shall mean the successful completion of Renewal works and the handover of a completed and functional airport to the Contracting Authority, operated and maintained in full accordance with the Terms of Reference, Operation and Maintenance Manual, Applicable Law and the present Agreement;

**“Contracting Authority's Conditions Precedent”** shall have the meaning ascribed in article 2.4;

**“Concessionaire's Conditions Precedent”** shall have the meaning ascribed in article 2.3;

**“Conditions Precedent”** shall mean the Contracting Authority Conditions Precedent and the Concessionaire's Conditions Precedent;

**“Applicable Law”** shall be any legally binding international act, constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, decision, certificate, act, registration, license, franchise, permit, authorization, instruction, Governmental Ratification and consent, or a request made from a Competent Authority having jurisdiction over the Party or its property, applicable pursuant to the law or statute, including its interpretation and administration from the Competent Authority;

**“Permits and Licenses”** shall be any consent, permit, license, authorization, approval or certificate whose issue and renewal falls under the responsibility of a Competent Authority and is requested in relation to the implementation of this Agreement;

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**“Airport Manual”** shall be the manual that entails all type of information on SIA development area, facilities, services, equipment, aerodrome operation and maintenance procedures, organization and management, including the safety management system (SMS) in accordance with Annex 14 and SARP under ICAO;

**“Maintenance and Operation Manual”** shall be the handbook forwarding details and plans that have been left out by the Airport Manual, thus laying down details and procedures for the airport safe operation and maintenance, as well as interaction with third parties;

**“Passenger Survey Agreement”** shall be the agreement between the Concessionaire and Passenger Surveyor, containing a survey form attached therein, according to which the Passenger Surveyor shall agree to conduct the passenger survey once a year in the month with the highest passenger handling rate, thus informing the Concessionaire on the survey results, along with the relevant support data, in line with the conditions laid down herein;

**“Agreement on Temporary Consortium”** shall imply the agreement on the temporary consortium signed by the Bidders on 22 December 2020, which regulates the terms and duties of the Bidders, in order to participate in the competitive procedure on granting the Project in concession;

**“Independent Engineer Agreement”** shall be the agreement entered into between the Contracting Authority and the Independent Engineer on the realization of Independent Engineer's duties in line with this Agreement;

**“Operation and Maintenance Agreement”** shall be the agreement on the SIA operation and maintenance, entered into between the Concessionaire and the Operator, as approved by the Contracting Authority;

**“Hazardous Substance”** shall be any natural or artificial substance (solid, liquid, gaseous, or steamy) capable of harming any human being or other living organism supported by the environment, or capable of destroying the environment or public health, or jeopardizing the public safety, including without limitations pollutants and any other hazardous, toxic, radioactive, harmful, explosive and corrosive substances, and any other hazardous substances, and all the substances regulated by the Applicable Law on environment;

**“Law Amendment”** shall imply:

- (a) the entry in force of any Law (including any Law on Taxes) not effective in the Signature Date;
- (b) modification, repeal, or substitution of any law after the Signature Date; and
- (c) any change after the Signature Date in relation to the interpretation or implementation from any Competent Authority of any law (including any Law on taxes);

the above cases will not be included as long they consist of:

- (i) corrective measures or sanctions legally undertaken by the Competent Authority due to Law violations (including any Law on Taxes) from Bidders and/or the Concessionaire; or
- (ii) direct implementation.

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

“**Force Majeure**” shall have the meaning ascribed in article 12.1;

“**Level C**” shall mean the IATA service level of “C” (as defined in IATA’S Airport Development Reference Manual, as amended, supplemented or updated from time to time), along with the requirements set forth in Annex 6;

“**Level D**” shall mean the IATA service level of “D” (as defined in IATA’S Airport Development Reference Manual, as amended, supplemented or updated from time to time);

“**Project Implementation Unit**” or “**PIU**” shall be the unit established by the Contracting Authority to monitor the implementation of this Agreement within the Effective Date;

“**Indemnification Notice**” shall have the meaning ascribed in article 16.8;

“**Refusal Notice**” shall have the meaning ascribed in article 17.24;

“**Archaeological Objects**” shall have the meaning ascribed in the definition “archaeological asset” under Law No. 27/2018 “On Cultural Heritage and Museums”;

“**Cultural Heritage Objects**” shall have the meaning ascribed in the definition “tangible cultural asset” under Law No. 27/2018 “On Cultural Heritage and Museums”;

“**Bid**” shall have the meaning ascribed in clause B;

“**Bidder**” shall have the meaning given in the recitals herein;

“**Operator**” shall mean the Concessionaire, or a company designated by the Concessionaire and approved by the Contracting Authority which shall be operating and maintaining the SIA in line with the Operation and Maintenance Agreement;

“**Successor Operator**” shall mean the Person appointed by the Contracting Authority to operate and maintain the airport pursuant to article 17;

“**Party**” shall mean, as the case may be, the Bidder and/or Concessionaire on the one hand, and the Contracting Authority on the other; collectively “**Parties**”;

“**Indemnified Party**” shall be the Party indemnified by the Indemnifying Party in line with article 16;

“**Indemnifying Party**” shall be the Party indemnifying the Indemnified Party in line with article \_\_\_\_

“**Movable Property**” shall mean movable plants, machinery, motor vehicles, tools, equipment, furniture, devices and other similar items used and that will be used in relation to SIA operation and maintenance (excluding Fixtures and Fittings);

“**Immovable Properties**” shall mean all buildings and structures on the Site (excluding the Site), including without limitation buildings such as terminals, aircraft runway, landing and takeoff lines, airport apron, access roads among them and/or other Airport Assets, as well as any future construction to be developed at the Site, provided that they should be immovable properties built by the Concessionaire in the framework of Project and Masterplan Implementation, in line with the Applicable Law;

This draft contract can/may be changed and amended, in accordance with the documents of the procedure, to be made in accordance with the winning bid and the negotiations between the Contracting Authority and the bidder that has been selected as the winner of the procedure.

**“Intangible property”** shall mean records, plans, drawings, specifications, engineering documents, soil data analyses, procedures, software, property acquisition documents, diaries, utility relocation plans, record maps, reports and samples related to the Project;

**“Airport Fencing Perimeter”** shall be the uninterrupted fencing perimeter enclosing the entire space corresponding to the Site;

**“Defects Liability Period”** shall mean a 24-month period starting from the Certification Date;

**“Handback Period”** shall mean the date starting on the Handback Period Commencement and ending on the Handback Date;

**“Person”** shall mean any individual, partnership, corporation, company, business organization, trust, governmental body, agency, ministry or department, or any other entity, including, without limitation, any Competent Authority;

**“Environmental Management Plan”** shall mean the written plans prepared by the Concessionaire pursuant to the Applicable Law and Good Industry Practice and approved by the Contracting Authority in accordance with the present Agreement, that prescribes procedures, schedules, plans, instructions and timelines for the achievement of environmental objectives in the Site;

**“General Airport Plan”** shall mean the plan prepared by the Concessionaire in line with Article 12 (Technical Requirements) in the Tender Documents, Applicable Law and Good Industry Practice;

**“Construction Works Schedule”** shall mean the written plan prepared by the Concessionaire, detailing the different phases of Construction Works from design up to Airport certification”

**“Handback Transition Plan”** shall have the meaning ascribed in article 17.4;

**“Good Industry Practice”** shall mean the degree of skills and diligence reasonably required from a contractor experienced in similar entrepreneurship (design, engineering, installation, construction, completion, commissioning, testing, operation and maintenance) in relation to projects of similar size, with the scope, dimensions, nature and complexity similar to the Project’s;

**“Handback Process”** shall mean the process set forth in Article 17 whereby the Site and the Airport Assets shall be transferred to the Contracting Authority or a Successor Operator, upon the expiration of this Agreement;

**“Project”** shall have the meaning ascribed in Article A;

**“Implementation Project”** shall mean the final document detailing the Airport design and construction layouts, drafted by the Concessionaire in line with the Tender Documents, Applicable Law, Masterplan and airport construction standards, according to Annex 14 under ICAO, reasonable and legal requirements of the Contracting Authority and Competent Authority;

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**“Construction Works”** shall mean the activities on engineering planning, Airport construction and certification, and project implementation that will be carried out in favor of the Concessionaire in line with the Implementation Plan;

**“Renewal Works”** shall have the meaning ascribed in article 17.7;

**“Airport Services”** shall mean the services laid down in Annex 2;

**“Commercial Services”** shall mean the services laid down in Annex 2;

**“Affiliate”** shall mean with respect to any Party, any company, corporation or legal person directly or indirectly:

- (a) being controlled directly or indirectly by that Party (for definition purposes, a **“Parent Company”**);
- (b) being controlled directly or indirectly by the Parent Company; or
- (c) being jointly controlled directly or indirectly by a Parent Company;

*provided that* such **“control”** requires the possession of the majority of voting rights of partners, shareholders or members (as the case may be), or the skill to dominate based on an agreement or company statute, or any other equivalent document of that Party;

**“Handback Amount”** shall have the meaning ascribed in article 17.26;

**“Agreement Security”** shall be the guarantee handed to the Concessionaire on the Signature Date, issued by a second-tier bank or an insurance company as per the definitions therein, upon the Concessionaire's request and in favor of the Contracting Authority”, equaling \_\_\_\_\_.

**“SPV”** shall have the meaning ascribed in article 2.3(b.);

**“Handback Meeting”** shall have the meaning ascribed in article 17.6;

**“Tax”** shall mean any tax, seizure, liability, payroll, or any other similar payment or charge (including any due sanction or interest with respect to insolvency or any other payment delay) including the personal income tax and the profit tax;

**“Fee”** shall mean airport services and trading service fees;

**“Concessionaire Fee”** shall have the meaning ascribed in article 5.1;

**“Terms of Reference”** shall mean the requirements and parameters to be observed during the Project implementation, in line with Annex 6 herein;

**“Concession Rights”** shall have the meaning ascribed in article 4;

**“Key Performance Indicators”** shall mean the performance objectives, parameters and indicators, listed in Annex 4, where the Key Performance Indicator implies each one of them;



“**Site**” shall mean the surface area owned by the Contracting Authority and mirrored in Annex 1, where the SIA will be built, operated and maintained according to the Project Implementation, and the Concessionaire rights and obligations will be fulfilled according to this Agreement;

“**Material Adverse Government Action**” shall have the meaning ascribed in article 13;

“**Concession Fee Verification**” shall have the meaning ascribed in article 10.54(b);

“**SIA**” shall be Saranda International Airport to be built on the Site and to include the Site, Movable Properties, Immovable Properties, any future building to be classified under the Airport Immovable Properties;

“**EIA**” shall stand for Environmental Impact Assessment;

“**Early Termination**” shall imply the termination of the present Agreement before the Expiry Date from each of the Parties in line with Article 15.

Hereinafter, unless otherwise required by the context:

- (a) the singular shall stand for the plural and vice versa;
- (b) a reference to a gender shall not exclude other genders;
- (c) terms used for persons shall include natural persons, bodies of companies, unregistered companies or partnerships (disregarding if any of them has or not a special legal personality);
- (d) a reference to a Party shall refer to the Contracting Authority, Bidders, Concessionaire or their successors, as the case may be;
- (e) reference to any legal provision shall be considered to include any legal act, sub-legal act, rule, order for its implementation and any re-approval or change thereof;
- (f) Terms such as “including”, “other”, “in particular”, “for example” and other similar words will not limit the generality of the previous words and will be interpreted as if they are immediately followed by the phrase “without limitation”.
- (g) The term “in writing” shall include the printing, electronic and facsimile transmission, as well as other production or reproduction manners of words in a visible form and expressions referred to in the writing will be interpreted on a case-by-case basis;
- (h) Titles of chapters and annexes, content and first page serve to reference purposes and will not affect the understanding and interpretation of the present Agreement;
- (i) Unless provided for otherwise, references to articles and annexes shall refer to articles and annexes of this agreement, and references to any paragraph, part and appendices in that annex, unless provided for otherwise, shall refer to paragraphs, parts and appendices in that annex.
- (j) References to this Agreement shall refer to the present Agreement, as amended and modified time to time.

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- (k) References to an agreement, contract, document or act shall be interpreted as a reference to that agreement, contract, document or act as amended, supplemented or added time to time.

1.2 Appendices and each annex part thereof shall consist of an integral part herein.

1.3 Unless expressly provided for in this Contract, should there be a direct conflict between the provisions, appendices, Bids, and Tender Documents, the order of precedence shall be as follows:

- (a) Agreement;
- (b) Appendices;
- (c) Tender Documents;
- (d) Bid.

## **2. SIGNATURE DATE, EFFECTIVE DATE AND CONDITIONS PRECEDENT**

### **Signature Date**

2.1 The present agreement shall become effective on its Signature Date, as signed by the Bidders and Contracting Authority (“**Signature Date**”) extending until the Expiry Date, unless there is a term frame extension or early termination, according to the requirements of this contract.

2.2 During the period extending from the Signature Date and Effective Date, only the rights and obligations of the Parties provided for in articles \_\_\_\_\_ shall become effective and fully implementable.

### **Conditions Precedent**

2.3 Except as set forth in article 2.2 the rights and obligations of the Bidders and/or Concessionaire under this Agreement shall be conditioned upon the Bidders and/or the Concessionaire (as the case may be) meeting the following conditions precedent:

- (a) the Parties having submitted to the Contracting Authority the following adjusted unfinished documents, in form and substance acceptable to the Contracting Authority, with the Contracting Authority having approved thereof in writing:
  - (i) SIA masterplan;
  - (ii) Implementation Project, drafted in line with Tender Documents;
  - (iii) Construction Works Schedule;
  - (iv) Detailed Technical Project, in 3 hard copies and 2 soft copies. The Concessionaire and the Independent Engineer having made sure that the Detailed Technical Project is in line with the Level C standard;
  - (v) General Airport Plan;
  - (vi) Preliminary EIA;

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- (vii) Financing Plan;
  - (viii) Construction Works drawings (designed);
  - (ix) Environmental Management Plan;
  - (x) Project Design Concept;
- (b) the Bidders having founded the Concessionaire Company that will play the role of the special purpose vehicle as an economic unit founded pursuant to the Applicable Law, where Bidders are direct or indirect shareholders/partners (“SPV”) respectively with \_\_\_\_\_, and having submitted to the Contracting Authority original and full copies of the following documents, in form and content satisfactory to the Contracting authority:
- (i) the Company Statute and Concessionaire registration certificate at the commercial registry; and
  - (ii) decisions approved by the Concessionaire shareholders/partners authorizing the signing of the present Agreement from the Concessionaire;
  - (iii) attestations and documentation necessary for the identification of the SPV Beneficiary Owner, pursuant to Law No.112/2020 “On beneficiary owners’ register”
- (c) the Concessionaire having signed the Agreement and the Contracting Authority, Bidders and the Concessionaire having signed its English copy;
- (d) the Bidders having submitted a certificate whereon each Bidder confirms among others (i) their commitments with respect to the equity and debt towards the Concessionaire, (ii) availability of revenues for Project Implementation and (iii) that the Financing Plan is completely implementable;
- (e) the Bidder having submitted in form and content satisfactory to the Contracting Authority the documents attesting that equity contributions made by Bidders in the Concessionaire Equity have been duly and fully paid;
- (f) the Bidder having submitted in form satisfactory to the Contracting Authority the documents attesting that the conditions that should be met for the disbursement of every loan necessary for the financing of the Project in line with the Financing Agreement and Plan, have been met or waived;
- (g) having submitted the bank documents attesting that the Bank Accounts opened in the name of the Concessionaire shall be the only bank accounts to be used by the latter to perform bank transactions with respect to the Project;
- (h) having submitted the Cooperation Memorandum signed by the Concessionaire and Albcontrol;
- (i) having submitted the name list for the selection of the Independent Engineer;
- (j) having submitted the insurance policy list, according to the form approved in Annex 33

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(collectively “**Concessionaire's Conditions Precedent**”).

- 2.4 Except as set forth in article 2.2 the rights and obligations of the Contracting Authority and/or Concessionaire under this Agreement shall be conditioned upon the Contracting Authority meeting the following conditions precedent:
- (a) having obtained contract approval from the Council of Ministers of the Republic of Albania and publication of approval decision in the Official Journal of the Republic of Albania;
  - (b) having established the PIU;
  - (c) having obtained the necessary approvals from the Contracting Authority prior to the Effective Date, pursuant to the present Agreement and the Applicable Law, including among others approval from Competition Authority, State Aid Commission and the Ministry of Finance and Economy;
  - (d) having selected the Independent Engineer and having signed the Independent Engineer Agreement in line with article 8 of this contract and in satisfactory form from the Concessionaire;
  - (e) having made available data on SIA flights feasibility to be received from Albcontrol. (Aeronautical study should confirm the SIA flight feasibility and probability);
  - (f) having registered the agreement in the concession registry;

(collectively “**Contracting Authority's Conditions Precedent**”).

#### **Agreement Closure**

- 2.5 If the Bidders and/or Concessionaire do not meet any or all of the Concessionaire's Conditions Precedent, or conditions not waived by the Contracting Authority within two hundred and forty days (240) from the Signature Date (“**Final Date**”), the Contracting Authority shall be entitled (but not obligated) to terminate this agreement by notifying the Concessionaire and the Bidder thirty (30) days in advance. In this case, the Contracting Authority shall be entitled to withdraw the Agreement Security unless the default has been caused by an unreasonable delay from the Contracting Authority.
- 2.6 If within the Final Date the Contracting Authority does not fulfill any of the Contracting Authority's Conditions Precedent, or any of the conditions not waived by the Bidder and the Concessionaire, the Concessionaire and/or the Bidders shall be entitled (but not obligated) to terminate this agreement by notifying the Contracting Authority thirty (30) days in advance. Immediately after the termination of this Agreement pursuant to article 2.6, the Contracting Authority shall return to the Concessionaire the Agreement security.
- 2.7 If within the Final Date, the Parties do not fulfill any of the Conditions Precedent not waved, each party shall be entitled (but not obligated) to terminate this agreement by notifying the Contracting Authority thirty (30) days in advance. Immediately after the termination of this Agreement pursuant to article 2.6, the Contracting Authority shall return to the Concessionaire the Agreement Security.
- 2.8 In cases foreseen by articles 2.5, 2.6 and 2.7 above, after the elapse of the thirty (30) day period, the Agreement shall be automatically terminated without due notice, unless all unmet

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Conditions Precedent are met till this date, or the Parties have agreed in writing to extend the time frame for meeting the unmet Conditions Precedent.

- 2.9 Parties shall meet the Conditions Precedent in good faith.
- 2.10 The Contracting Authority shall not be held responsible for any loss of the Concessionaire and/or Bidders in case of Agreement termination pursuant to articles 2.5, 2.6, 2.7 and 2.8.

### **Concessionaire**

- 2.11 Upon SPV registration in the Registry of Albania commercial register, all rights and obligations of the Bidder pursuant to this agreement shall be transferred to the SPV, and unless otherwise provided for herein, the SPV will become Party to the Agreement on the date when the agreement will be signed by the SPV (“**Transfer Date**”). Bidders should guarantee that the provisions herein will be included in the SPV establishment documents. Bidders and the SPV (after the establishment, the Concessionaire) shall be responsible in solidum for the meeting of such obligations pursuant to this Agreement until Final Date.

### **Effective Date**

- 2.12 Upon the fulfillment or waiver, as the case may be, of the conditions precedent, the Parties shall sign the closure certificate, attached in Annex 9, confirming that all of the conditions precedent have been fulfilled or waived, provided that the closure certificate shall not in any way alter, diminish or otherwise affect the rights and obligations of the Parties (“**Closure Statement**”), and Annex 5 “On Site Handback”, through which the Contracting Authority hands back to the Concessionaire the Site in line with article 7.
- 2.13 Closure Statement Signature Date shall be the Agreement Effective Date (“**Effective Date**”), coinciding with the two hundred and forty (240) days timeframe from Signature Date (“**Final Date**”).

### **Transition Period**

- 2.14 During the time period between the Signature Date and Effective Date, the Contracting Authority should allow and grant the Concessionaire access to the Site to perform measurements, tests and other works deemed necessary to meet the Concessionaire's Conditions Precedent. The Concessionaire shall be tasked to meet all the safety standards in the site in line with the Applicable Law.

## **3. TERM**

- 3.1 Unless there is an early termination of the Agreement or timeframe extension in line with its conditions, the Term of Agreement shall be equal to a period starting on the effective Date and ending 35 (thirty five) days later (“**Term**”).

## **4. PROJECT ENTITLEMENTS**

- 4.1 The Contracting Authority, representing the Albanian Government, shall grant the Concessionaire through this Agreement the exclusive right and obligation to design, finance, construct, commission, operate, maintain and transfer the SIA, and other rights and obligations foreseen herein, in line with the Applicable Law and the Agreement.
- 4.2 In line with the conditions herein and in Annex 24, the Contracting Authority shall entitle the Concessionaire to define and collect the Fees and other revenues permitted by the Agreement.

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4.3 In line with the conditions herein, the Contracting Authority shall grant the Concessionaire exclusive rights on the Project. The Contracting Authority shall not transfer to any third party in any form, with or without reward, any right or obligation of the Concessionaire pursuant to this Agreement, unless otherwise provided for herein.

4.4 The Contracting Authority shall grant the Concessionaire real rights on the Site and Immovable Properties provided for in article 7.

(“the above rights will be referred to as “**Concession Rights**”).

## **5. CONCESSION FEE**

5.1 The Concessionaire will pay the Contracting Authority a monetary compensation on Project rights transfer in the form of an annual fee equal to two percent (2%) of Annual Gross Revenues, starting from the Operation Date (“**Concession Fee**”).

5.2 The Concession Fee shall be paid to the Concessionaire no later than May 15th of the upcoming year, in line with the rules defined by the ministry responsible for finances and revenue transfer to the Albanian State budget.

5.3 If the Concessionaire omits to pay the Concession Fee in line with this Agreement, the Contracting Authority shall notify the Concessionaire in writing. If the Concessionaire omits to pay the Concession Fee within thirty (30) days from notice reception, the Contracting Authority shall immediately notify the minister responsible for finances, thus requesting the enforcement of the Concession Fee through the court bailiff, in line with article 29 under Law on Concessions.

## **6. CHARGES AND FEES**

6.1 The Concessionaire shall define the Airport Service and Commercial Service fees to be applied after the Operation Date during the Term of Agreement in a non-discriminatory way and in line with the Applicable Law and Prudent Industry Practice. The concessionaire shall give a preliminary notice to the Contracting Authority before setting the Airport Service fees. During the Guarantee Period, the concessionaire shall give a preliminary notice to the Contracting Authority before setting the Commercial Service fees.

### **Airport Service Fees**

6.2 When setting the Airport Service fees, the Concessionaire should act in line with the Applicable Law, especially article 29 under the Air Code and its relevant sub-legal acts, international obligations of the Republic of Albania stemming from the Agreement on establishment of a Common Aviation Area and Chicago Convention.

### **Commercial Service Fees**

6.3 Commercial Service Fees shall be based on the market values and in line with the Applicable Law and Good Industry Practice.

6.4 In line with the Applicable Law and Agreement provisions, the Concessionaire shall be entitled and obligated to bill, collect and deposit the Fees in the Bank Accounts during the Term of Agreement. The Concessionaire shall be exclusively responsible and shall assume all risks with respect to its rights and obligations pursuant to this article 6.4.

6.5 If the Concessionaire fails to bill or collect the Fees within ninety (90) days from the date

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when they become due, such failure shall be considered a default. The Contracting Authority shall give a written notice to the Concessionaire on such default and if the Concessionaire fails to correct such default within:

- (a) thirty (30) days from written notice reception, if the default to bill or collect is related to due Fees from Affiliates; or
- (b) sixty (60) days from written notice reception, if the default to bill or collect is related to due Fees from any Person, except for the Affiliates;

The Contracting Authority shall be entitled to early termination pursuant to article 15.4(h), unless and as long as the Concessionaire establishes that the Concessionaire is making all the necessary and legal efforts to collect the due Fees and/or if the Concessionaire established - to an extent satisfactory to the Contracting Authority- that it was impossible for the Concessionaire to bill or collect the due fees despite all the efforts.

6.6 The Concessionaire shall also collect the following taxes, on behalf and in favor of the Albanian Government, in line with the Applicable Law and the agreement to be entered into between the Concessionaire and the Contracting Authority to such effect:

- (a) Border crossing tax;
- (b) Security charge, including the security charge benefited by the CAA, as approved from the ministry responsible for transport and the ministry responsible for finances;
- (c) Any other tax and/or fee that may be set by the Albanian Government.

6.7 In order to collect the taxes according to article 6.6(b), the Concessionaire and the Competent Authority shall foresee in the relevant agreement the modalities and timeframes to pay the taxes/fees and potential administrative cost refund directly related to the collection of such taxes.

## 7. AIRPORT SITE AND ASSETS

7.1 Considering the Concessionaire obligations pursuant to this Agreement, the Contracting Authority shall grant the Concessionaire from the Signature Date up to the Expiry Date the following rights on the Site:

- (a) right to possess and use (but not own), and the exclusive right to occupy, exploit and enjoy the Site, including any immovable asset therein, if any, in line with this agreement and Annex 5 on Site Handback free of burdens, liabilities or restrictions, and unnecessary interventions from the Contracting Authority, public entities or third parties (“**Full and Quiet Enjoyment of Property**”)
- (b) right of way, right to enter and leave the site, without any unnecessary intervention from any third party for Project implementation purposes (“**Right of Way**”)
- (c) The Concessionaire shall be entitled to construct and maintain the Airport, including its Immovable Assets in the Site, shall assume all risks and costs incurred from Construction Works and shall enjoy all the necessary rights to use the Site pursuant to this Agreement.

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- (d) All taxes payable by the owner pursuant to the applicable Law shall be paid by the Contracting Authority.
- 7.2 Concessionaire rights on the Site shall be governed by this Agreement and Annex 5 on Site Handback. Eventually, this Agreement and Annex 5 on Site Handback are the only necessary documents with respect to rights on Site that are to be submitted from the Concessionaire on its own behalf or on behalf of the Contracting Authority to the Competent Authorities in order to obtain or renew the Permits and Licenses that may be needed to perform the construction works, including construction permits.
- 7.3 The Concessionaire shall enjoy the ownership of Immovable Properties on the Site from the date of their registration in the immovable property registry up to the Expiry Date. Irrespective of the above, the Concessionaire's right of ownership over the Immovable Properties shall be limited from the Concessionaire's obligation to not alienate (sell, donate or transfer in any way) the Immovable Properties, in whole or in part, in favor of third parties, without the written approval of the Contracting Authority. The Concessionaire's limitation and obligation to transfer the ownership right and handback the Immovable Properties to the Contracting Authority in line with article 17 shall be registered in the immovable property register. For clarification purposes, the Contracting Authority shall be entitled the ownership over the Site throughout the entire Term of Agreement. Taxes and expenses with respect to property registration and Immovable Properties ownership, as well as expenses for the registration of rights to use the Site shall be covered by the Concessionaire.
- 7.4 In the Expiry Date, the Concessionaire shall return to the Contracting Authority the Site, in line with the provisions herein and shall transfer the Contracting Authority the right to ownership and possession over the Immovable Properties, in line with article 17.
- 7.5 In accordance with the Applicable Law and this Agreement, the site shall not be used by the Concessionaire for any other purpose, different that is provided for in this Agreement.
- 7.6 The Concessionaire shall guarantee or make sure that the Contracting Authority or its representative, including the PIU or Contracting Authority advisors, will be granted access in the Site with the purpose to:
- (a) Observe and inspect the Concessionaire's activities;
  - (b) Verify the fulfillment of Concessionaire's obligations ;
  - (c) Monitoring IATA service level and SIA Passenger volumes according to articles 10.35;
- provided that the Contracting Authority and its representatives will undergo and will observe all the applicable safety procedures implemented from the Concessionaire for individuals who have access to the Site and will not hinder, interfere with, or delay the execution of Construction Works or SIA activity.
- 7.7 If after the Effective Date the Concessionaire will be requested from the Applicable Law to take some corrective measures with respect to any Existing Condition, then the Concessionaire shall take the necessary corrective measures in order to allow the continuation of the SIA activity and/or construction works. In case of an Existing Condition arising due to the presence of Hazardous Substances in the Site. If the Concessionaire encounters impediments due to these corrective measures, the Concessionaire shall be entitled to benefit a term extension for the relevant Construction Works, starting from the moment the impediment emerges up to the expiry of corrective measures.

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- 7.8 The Concessionaire shall admit any fossil, currency, valuable object, artifact or other similar item and shall become property of the Republic of Albania, in line with the Applicable Law. Should such an object be found after the Site Handback, the Concessionaire shall act in line with the Applicable Law and more specifically shall:
- (a) immediately notify the Contracting Authority; and
  - (b) if the objects are movable assets, shall allow the Contracting Authority or any other Competent Authority to enter the relevant area to perform their removal; and
  - (c) Stick to the instructions of the Contracting Authority and any other Competent Authority;
  - (d) Allow the Contracting Authority or any other Competent Authority to conduct studies as requested from the Applicable Law and perform all actions deemed necessary from the Contracting Authority or Competent Authority.

## **8. INDEPENDENT ENGINEER**

- 8.1 Before the Effective Date, the Concessionaire shall propose to the Contracting Authority a list with at least three (3) Persons experienced in construction and construction works execution in Airports similar in size and activity with the Airport to be constructed in the framework of the Project. The Concessionaire shall prepare as well the terms of reference for the selection of the Independent Engineer, in line with Annex 7. The Contracting Authority shall select one of the experts proposed by the Concessionaire and shall notify the Concessionaire no later than the Final Date.
- 8.2 The Independent Engineer Agreement shall enter in force in the Effective Date and shall end 30 days after the Operation Date.
- 8.3 According to the Independent Engineer Agreement, the Independent Engineer shall not exercise a similar function or any other function on behalf of third parties, thus including lenders or any other Financial Institution that may finance time to time the Concessionaire's debt.
- 8.4 The Independent Engineer duties shall be laid down in the Independent Engineer Agreement, in line with the Agreement and Annex 7, but the title or engagement of the Independent Engineer, or the fulfillment or non-fulfillment of the relevant duties from the Independent Engineer shall in no way relieve the Concessionaire from any responsibility or obligation as per this Agreement, unless this Agreement or the Independent Engineer Agreement expressly charges the Independent Engineer to exercise the relevant duties with respect to the Concessionaire's responsibilities.
- 8.5 Before settling a dispute, the Independent Engineer shall provide to the Contracting Authority and the Concessionaire the opportunity to express their opinion with respect to the relevant issue.
- 8.6 The Concessionaire and the Contracting Authority shall cooperate and recognize the rights granted to the Independent Engineer and each Party shall ensure access to information and assistance, so that the Independent Engineer be able to fulfill his/her duties as per the Independent Engineer Agreement.
- 8.7 The Concessionaire and the Contracting Authority shall agree to accept as final and binding any decision made by the Independent Engineer when exercising his/her duties, according to

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the Independent Engineer Agreement, even if it has not been otherwise agreed upon in the Independent Engineer Agreement.

- 8.8 In case the activity of the Independent Engineer pursuant to the implementation of this Agreement and Independent Engineer Agreement is suspended, banned or abandoned for whatever reason, the Parties shall agree that the Contracting Authority or any other duly authorized representative performs the Independent Engineer function until the Independent Engineer is appointed or replaced, as per article 8.1.
- 8.9 The Contracting Authority is forced to appoint and/or substitute the Independent Engineer no later than 30 calendar days from the notice that the Concessionaire will send to the Contracting Authority on Independent Engineer appointment or replacement. In event of unjustified delays from the Contracting Authority with respect to Independent Engineer appointment or replacement, causing in turn a delay in Construction Works from the Concessionaire, the latter shall benefit a term extension equaling the length of the delays.
- 8.10 The Concessionaire shall undertake:
- (a) to ensure that the Independent Engineer has been granted anytime sufficient access to the Site or any other premises where the design or the Construction Works are being executed for monitoring purposes, provided that the Independent Engineer or his/her representatives, as the case may be, adhere to and act in line with the applicable safety procedures implemented by the Concessionaire for individuals having access to the Site;
  - (b) to ensure that the Independent Engineer is granted access to people, including subcontractors of the Concessionaire, and the documentation deemed necessary to perform his/her duties, by reasonable notice and within normal business hours;
  - (c) to notify in advance the participation of the Independent Engineer in meetings related to Construction Works progress, held between the Concessionaire and its subcontractors;
  - (d) to ensure any assistance and access to equipment or materials, as may be requested by the Independent Engineer;
  - (e) to allow the Independent Engineer, through an advance notice of one (1) Business Day, to inspect, control, inquire, and test any Construction Works aspect and their progress, provided that the Independent Engineer is reasonably engaged to avoid any unnecessary interruption of the Construction Works;
  - (f) to not interfere with or hinder the Independent Engineer from meeting his/her duties stemming from this Agreement or the Independent Engineer Agreement;
  - (g) to immediately correct any defect, mistake, delay or non-compliance identified by the Independent Engineer
- 8.11 Independent Engineer fees and expenses shall be borne by the Concessionaire in line with the Independent Engineer Agreement. Any cost covered by the Concessionaire with respect to the Independent Engineer shall be considered a Project expense for investment realization purposes.

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## **9. REPRESENTATIONS AND WARRANTIES OF PARTIES**

9.1 Each Party warrants that during the Term of the Agreement it shall:

- (a) obtain and meet all the requirements of all Permits and Licenses for which the Party is responsible to obtain and meet;
- (b) act in line with the Applicable Law and will not cause the other Party to infringe the Applicable Law or this Agreement through intentional actions and omissions; and
- (c) grant the other Party all the necessary documents, records, certificates and any other information with respect to the scope of this Agreement upon the other Party's reasonable request (and with respect to the request made to the other Party by a Competent Authority as above-referenced), and shall submit to any Competent Authority all the documents, records, certificates or other information with respect to the scope of this Agreement that may be requested time to time from the Competent Authority.

9.2 The Concessionaire and/or the Bidder declares and warrants the Contracting Authority as follows:

- (a) is duly organized, duly registered and in good financial situation, as per the Applicable Law;
- (b) is a special purpose vehicle (SPV) and its commercial activities are limited to those necessary to meet Concessionaire's obligations in the framework of this Agreement, throughout its Term;
- (c) is competent to:
  - (i) sign this agreement and any other associated documents in which the Concessionaire is a party to;
  - (ii) implement this Agreement and any other associated document, as required by this Agreement; and
  - (iii) meet its own obligations under this Agreement and undertake all the necessary steps to authorize its signing, implementation and execution;
- (d) signing, implementation, and fulfillment of the obligations referenced in article 9.2(c) do not infringe or contradict any Applicable Law, provision of statutory documents, court order or decision, or any Competent Authority order or decision applicable to its assets or contractual obligations affecting the Concessionaire or any of its assets;
- (e) has signed this Agreement and its obligations pursuant to this Agreement, which consist of legal obligations that are valid, implementable and executable in line with the relevant conditions pursuant to the laws applicable to bankruptcy, reorganization, insolvency, moratorium or other similar laws that affect the creditor in general;
- (f) there has been no case of default (or case that through notification and/or lapse of time would consist of default) related to it and that such a case would not be caused by its entry in the Agreement or the fulfillment of its obligations hereunder;

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- (g) no lawsuit or judicial, arbitration or administrative procedure before a court, tribunal, governmental body, agency, official or arbiter has started, or, to its knowledge, has not been claimed to start against it or its Affiliates, which, if resolved not in its favor, would cause a negative material change in the financial situation of this Party, or its skill to meet its obligations according to this Agreement, or would affect lawfulness, validity or implementability of this Agreement;
- (h) is not grounded in any declaration of the other Party, other than those expressly provided for in this Agreement.

9.3 The Contracting Authority shall represent and guarantee as follows:

- (a) has signed this Agreement and its obligations pursuant to this Agreement, which consist of legal obligations that are valid, implementable and executable in line with the conditions foreseen in this contract;
- (b) enjoys full and valid property rights on the Site;
- (c) has not alienated the Site or any part thereof;
- (d) HPPs and/or drainage channels whose activity affects or is related to the site are functional;
- (e) has followed all the legal procedures in relation to the organization of the bidding procedure and Concessionaire selection, and has met the legal obligations in consultation with other competent authorities in relation to these procedures (if applicable);
- (f) compatibility of the documentation of the Contracting Authority, made available in the real conditions and situation of the Site.

## **10. OBLIGATIONS OF THE CONCESSIONAIRE**

### **Period from the Effective Date up to the Construction Works Commencement Date**

10.1 Immediately after the Effective date, the Concessionaire shall:

- (a) Apply and obtain the relevant Permits and Licenses for the commencement of works, including but not limiting to:
  - (i) Developmental permits;
  - (ii) Construction permits;
  - (iii) Environmental permit/in-depth EIA;
  - (iv) Any permit, license or other necessary approval for the commencement of Construction Works;
  - (v) Any insurance policy necessary for the Construction Works phase according to Annex 33.

In order to avoid any doubt, Parties shall agree that in case of delays in issuing Permits and Licenses, as well as any other permit, license, or approval foreseen in this

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article, which are caused by reasons not related to the fulfillment of the obligations (procedural and material) from the Concessionaire, then the Concessionaire shall benefit an extension of the Construction Works Commencement Date with a time frame commensurate to these delays.

- (b) Submit to the Contracting Authority the above Permits and Licenses;
- 10.2 The Concessionaire shall notify the Contracting Authority on the fulfillment of obligations foreseen in article 10.1. Within seven (7) Business Days from the reception of this notification from the Contracting Authority, the Concessionaire and the contracting authority shall sign the construction works commencement certificate, attached in Annex 23 (“**Construction Works Certificate**”).
- 10.3 The Construction Works Commencement Certificate Signature Date shall be the Construction Works Commencement Date (“**Construction Works Date**”).
- 10.4 The Concessionaire shall commence the Construction Works no later than the Intended Construction Works Commencement Date;
- 10.5 If the Concessionaire does not commence the Construction Works within the Intended Construction Works Commencement Date, the Concessionaire shall pay to the Contracting Authority a penalty of \_\_\_\_\_ per any month of delay beyond the Intended Construction Works Commencement Date. The Parties shall agree that the penalty foreseen in this article:
- (i) shall not be paid if the Construction Works Commencement Date has been hindered or postponed due to:
    - a Force Majeure event, and/or the Material Adverse Government Action; or
    - in case of delays in issuing Permits and Licenses, as well as any other permit, license, approval foreseen in this article, which are caused by reasons not related to the fulfillment of the obligations (procedural and material) from the Concessionaire, then the Concessionaire shall benefit an extension of the Construction Works Commencement Date with a time frame commensurate to these delays;
    - if the Parties agree on a later Intended Construction Works Commencement Date; and
  - (ii) shall be paid for a period no longer than 180 days, once the relevant bill has been issued by the Contracting Authority. If by the end of the 180-day period the Concessionaire has not paid yet the total amount or a part of the total amount of penalties, and the Independent Engineer confirms in writing the Concessionaire’s default, the Contracting Authority shall be entitled to withdraw this value from the Agreement Security.

### **Construction Works**

- 10.6 The Concessionaire shall commence the Construction Works on their Commencement Date, after giving a prior notice to the Contracting Authority no later than 7 Business Days before the Construction Works Commencement Date. The Concessionaire shall procure the necessary means and shall execute the Construction Works at own investments and expenses,

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in full line with the requirements of the Applicable Law, this Agreement, Masterplan, Financing Plan, Implementation Plan, Detailed Technical Project, Environmental Management Plan, Key Performance Indicators and Prudent Industry Practice. The Concessionaire shall admit its obligations and shall be engaged as follows:

### **Subcontractors**

10.7 The Concessionaire shall meet its obligations pursuant to the Agreement with respect to Construction Works, Airport Services and Commercial services, on its own or through its subcontractors. The Concessionaire shall be completely responsible for its subcontractors' actions, delays and negligence, including their representatives and employees, as if their actions, delays and negligence were its own. The Concessionaire shall have the following duties:

- (i) keep a register with all subcontractors and a copy of all agreements concluded with the subcontractors, which shall be made available to the Contracting Authority, PIU and Independent Engineer.
- (ii) not contract more than forty percent (40%) of the total value of the Agreement, in line with the Applicable Law;
- (iii) procure the works and services towards subcontractors in line with the Applicable Law, Prudent Industry Practice and keep the relevant documentation for each procedure, for verification purposes from the Contracting Authority, PIU and the Independent Engineer.
- (iv) Pursuant to article 10.7 (ii) the Operation and Maintenance Agreement, as well as agreements concluded with the Concessionaire and Bidders shall not be deemed subcontracting agreements.

### **Defects**

10.8 During the Defects Liability Period, the Contracting Authority shall be entitled to request and the Concessionaire shall be entitled to repair any Construction Works Defect emerging during this period, at its own expenses and in line with this Agreement. The Concessionaire shall be responsible and shall perform the quickest possible any construction, repair or other works, requested due to a Defect, according to the following conditions:

- (a) The Concessionaire shall immediately inform the Contracting Authority and the Independent Engineer on the emergence of any defect (upon receiving the notification from the Contracting Authority on the emergence of a defect); and
- (b) The Concessionaire shall start immediately to repair the Defect or the relevant replacement; and
- (c) The Concessionaire shall make all the reasonable efforts to mitigate and prevent any further deterioration due to such Defect.
- (d) If the Concessionaire fails to repair the Defect according to this article, the Contracting Authority shall be entitled, upon receiving the written confirmation from the Independent Engineer, to contract a third party for the repairing of the Defect and to bill the relevant costs to the Concessionaire.

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- (e) Once the repair of the Construction Works finishes, the Independent Engineer shall verify if the repair has been performed in line with Terms of Reference. If the Independent Engineer confirms in writing that the repair does not comply with the Terms of Reference, the later shall request the Concessionaire to perform the necessary actions according to the Independent Engineer findings;
- (f) Any part of the Construction Works to be repaired during the Defect Liability Period shall be guaranteed by the Concessionaire for a period equal to 365 days, starting from the verification date and repair admission from the Independent Engineer;
- (g) The Concessionaire shall make all the reasonable efforts to obtain the guarantees on the equipment and materials used in the framework of Construction Works from the manufacturers of the said equipment and materials. The Concessionaire shall follow the relevant procedures for the replacement and/or repair of the equipment and materials guaranteed by their manufacturers. The installation of the equipment and materials guaranteed according to this article should be performed by the Concessionaire and/or its subcontractors in line with the relevant guarantee. Any guarantee on the product that is used in the framework of the Construction Works, whose time frame goes beyond the Defect Liability Period, shall be transferred to the benefit of the Contracting Authority, or to the benefit of another entity designated by the Contracting Authority.

### **Variations**

10.9 For the purposes of this article, a variation shall mean any change in Construction Works including changes to time frames, design, nature of construction works, quality, form, characteristics, position, dimensions, level or line of Construction Works, as requested from the Concessionaire or the Contracting Authority, or as a result of changes made to the Detailed Technical Project, Implementation Project or Terms of Reference. For clarity purposes, a variation to Construction Works with respect to time frames, design, quality, form, characteristics, position, dimensions, level or line of Construction Works due to a mistake, defect, fault, or flaw in design from the Concessionaire, its subcontractor, or its Affiliate shall not be deemed a variation and shall be corrected by the Concessionaire with its own costs and expenses. Variations may be performed in line with the following conditions:

- (a) The Concessionaire shall request the Contracting Authority and the Independent Engineer to perform variations to Construction Works, by giving a written notice. Upon receiving the approval from the Contracting Authority, which may be refused, and the Independent Engineer, the Concessionaire shall make such variations at its own expenses. When the need for variation emerges due to inaccuracies in the Contracting Authority Documentation, or is related to Contracting Authority's default, then the variations shall be performed at the Contracting Authority's costs, including the additional costs that may be necessary for the services of the Independent Engineer. Parties may regulate through an agreement how costs will be borne by the Contracting Authority. If the Concessionaire encounters delays due to inaccuracies with respect to Construction Works execution time frame, then it shall benefit an extension commensurate with the delays.
- (b) The Contracting Authority may request the Concessionaire to make changes to the Construction works, by giving a written notice. The Concessionaire shall make such variation after the approval of the Independent Engineer. The costs for the variations requested by the Contracting Authority, including the additional costs that may be needed for the services of the Independent Engineer, shall be borne by the Contracting authority and the payments for such costs shall be governed by the

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relevant agreement between the Parties. If the Concessionaire encounters delays due to Construction Works variation, then it shall benefit an extension commensurate with the delays.

### **Drawings**

- 10.10 Promptly upon the completion thereof and, in any event, no later than the Intended Operation Date, the Concessionaire shall submit to the Contracting Authority the completed Drawings of the Project in 4 hard copies and soft copy. Drawings should be sufficient in detail to enable the Contracting Authority to operate, maintain, and alienate the SIA infrastructure. The Concessionaire shall update the drawings if necessary and shall hand the Contracting Authority updated copies. The submission of the drawings from the Concessionaire and their admission from the Contracting Authority shall not free the Concessionaire from the obligations and responsibilities herein.

### **Working Group**

- 10.11 Parties shall enable that their representatives and the Independent Engineer meet at least once every three months until the Operation Date for the purpose of collectively reviewing design and construction plans and progress, discussing any modifications or issues related thereto and attempting to settle by amicable agreement any dispute related to the Construction Works.

### **Guarantees**

- 10.12 For the purposes of provisions under articles 10.6 up to 10.9, the Concessionaire shall guarantee that:
- (a) The Construction Works and the relevant phases, including the design and the EPC are in line with the material conditions in this Agreement, Terms of Reference, detailed Technical Project, Applicable Law and the Good industry Practice.
  - (b) Construction Works should be free of any defect or fault; shall be designed, implemented and constructed in line with the Good Industry Practice, including best practices, techniques, methods, standards and procedures acknowledged and implemented by skilled, diligent and experienced contractors in the international aviation area with respect to the procurement, establishment and installation of equipment, design, engineering design and construction of airports similar in size and type with the SIA; and shall result in a completed and operational airport.

### **Breaches**

- 10.13 If the Concessionaire fails to meet its obligations pursuant to articles 10.6 up to 10.9, the Contracting Authority shall be entitled, upon receiving the written confirmation of the Independent Engineer, to execute the Construction Works or to contact third parties to perform such works and to keep from the Agreement security the costs related to construction works execution from third parties in case failure is caused by the Concessionaire's actions and omissions.
- 10.14 The Concessionaire shall receive the airport Certificate for SIA. Upon receiving such a certificate, SIA will need to stay certified anytime during the term of this Agreement.

### **Project Documents**

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10.15 The Concessionaire shall prepare and submit the following documents to the Contracting Authority in form and content satisfactory to the Contracting Authority, as well as shall obtain the written approval of the Contracting Authority before the Operation Date:

- (a) Updated SIA masterplan;
- (b) Updated General Airport Plan;
- (c) Updated Environmental Management Plan;
- (d) Airport Manual;
- (e) Operation and Maintenance Manual, as drafted in line with ICAO doc 9137;
- (f) Emergency Management Plan;
- (g) Strategic Marketing Plan;
- (h) Permits and Licenses;
- (i) Environmental Permit– in-depth EIA;
- (j) Transition Plan for operation commencement in SIA;
- (k) As built drawings;
- (l) Air control service agreement, signed by the Concessionaire and Albcontrol, or their successors;
- (m) Operation and Maintenance Agreement;
- (n) List of Agreements with Concessionaire Affiliates (if any);
- (o) Key Performance Indicators (KPI) related to operation before the Operation Date;
- (p) Airport Certificate;
- (q) any insurance policy necessary for the operation phase according to Annex 33.
- (r) The name of the Appraiser and the Agreement entered with the Appraiser, in relation to the assessment foreseen in article 11.3 (d).

(“the above documents shall be collectively referred to as “**Project Documents**”)

10.16 The Concessionaire shall review and update the documents mentioned in articles 10.15 a) - 10.15 g), every four (4) years, starting from the Operation Date. The Concessionaire shall submit to the Contracting Authority the updated version of these documents within 60 days from the fourth anniversary of the Operation Date. The Contracting Authority shall approve, review and forward its own proposals on the Masterplan in line with article 11.1.

### **Operation and Maintenance**

10.17 Upon meeting the conditions foreseen in Annex 32, the Parties shall sign the Operation Certificate. The Concessionaire shall commence the operation on the Operation Date. If the

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Concessionaire fails to commence the Construction Works within the Intended Operation Date, the Concessionaire shall pay to the Contracting Authority a penalty of ten thousand Euros \_\_\_\_\_ per any month of delay beyond the Intended Operation Date. The Parties shall agree that the penalty foreseen in this article:

- (i) shall not be paid if the Operation Date has been hindered or postponed due to:
  - a Force Majeure and/or the Material Adverse Government Action; or
  - if the Parties agree on a later Intended Operation Date; and
  - delays in obtaining the necessary Permits and Licenses with respect to Assets commissioning and use, including the certificate of use and/or the Airport Certificate that are not related to the fulfillment of obligations (procedural and material) from the Concessionaire;
- (ii) shall be paid for a period no longer than 180 days, once the relevant bill has been issued by the Contracting Authority. If by the end of the 180-day period the Concessionaire has not paid yet the total amount or a part of the total amount of penalties, and the Independent Engineer confirms in writing the Concessionaire's default, the Contracting Authority shall be entitled to withdraw the full value from the Agreement Security.

In order to avoid any doubt, Parties shall agree that in case of delays in issuing the necessary Permits and Licenses with respect to Assets commissioning and use, including the certificate of use and/or the Airport Certificate, which are caused by reasons not related to the fulfillment of the obligations and procedures from the Concessionaire, then the Concessionaire shall benefit an extension of the Operation Date with a time frame commensurate to these delays.

### **Airport Services**

- 10.18 The Concessionaire shall guarantee the provision of Airport Services and Commercial services for the entire duration of the Agreement in line with the Terms of Reference, Airport Operation and Maintenance Manual, Key Performance Indicators (KPI), Implementation Plan, Airport Emergency Plan, Masterplan, Environmental Management Plan, Prudent Industry Practice and the Applicable Law, covering all the necessary costs and expenses. Except for any interruption or suspension of operations in line with article 7.8 due to an Emergency, Force Majeure, Material Adverse Government Action, or any other interruption authorized by the Contracting Authority or Competent Authorities, as provided for herein, the Concessionaire shall undertake that the Airport remains open and functional anytime throughout the Term of this Agreement.

### **Administration Offices**

- 10.19 Before the Operation Date, the Concessionaire shall grant to the Competent Authority with no additional cost the necessary premises for offices and/or other premises such as parking lots, as provided to the Competent Authority delivering state services in the SIA, unless otherwise agreed upon between the Concessionaire and the Competent Authority providing such services.
- 10.20 The Concessionaire shall guarantee to (i) the Competent Authority providing State Services in the SIA before the Operation Date and (ii) the Independent Engineer after the Effective Date the necessary offices and other premises, as may be requested from Competent Authorities or

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the Independent Engineer, for which the Concessionaire has agreed upon, with no additional cost to the Competent Authority and the Independent Engineer.

- 10.21 Any office granted to the Competent Authority or the Independent Engineer by the Concessionaire shall be handed over without including furniture, office supplies and equipment, thus ensuring the same standard and quality with the offices, premises and facilities to be used by the Concessionaire, whose location shall be agreed upon between the Competent Authority or the Independent Engineer, as the case may be, and the Concessionaire.

#### **Safety Perimeter**

- 10.22 The Concessionaire shall install and maintain the necessary safety perimeter, fence or fencing barriers, and shall check all entrances within and around the Safety Perimeter, in line with the Applicable Law, assuming all the necessary costs and expenses.

#### **Equipment**

- 10.23 The Concessionaire, at its own expense, shall take care and maintain in good working conditions (including but not limited to CCTV, computer and communication equipment) and in a satisfactory quality and quantity according to the needs for the provision of Airport Services, including but not limited to Security Services, CFR Services and medical services in line with the Terms of Reference, Airport Operation and Maintenance Manual, Detailed Technical Project, Key Performance Indicators, Airport Emergency Plan, Masterplan, Environmental Management Plan, Good Industry Practice and the Applicable Law. The Concessionaire, at its own expense, should ensure and keep in a good condition and in a satisfactory quality and quantity the visual aid equipment, as deemed necessary, with respect to the provision of air traffic control from the Contracting Authority.

#### **Emergencies**

- 10.24 Throughout the Term of this Agreement, the Concessionaire shall coordinate with the Competent Authority to maintain, revise and implement the Airport Emergency Plan and shall be responsible for the co-ordination of all activities in the event of an Emergency. The Concessionaire shall acknowledge and agree, however, that any Competent Authority may take such steps as deemed desirable to mitigate or prevent any Emergency (including, without limitation, the interruption or suspension of operations at SIA as a result of an Emergency or pursuant to the Airport Emergency Plan), provided that the suspension or closure be temporary and commensurate with the Emergency event. The Concessionaire shall in utmost good faith and with due diligence render all aid and assistance as may be required by any such Competent Authority.

#### **Uniform Conditions**

- 10.25 Unless otherwise required herein, the Concessionaire shall ensure access to Airport Services and Commercial Services under uniform conditions to all Passengers, Aircraft and Airport Users from all countries.

#### **Utilities**

- 10.26 Throughout the Term of this Agreement, the Concessionaire shall, at its sole cost and expense and in accordance with the Applicable Law, enter into agreement with the Competent Authority or third parties, as the case may be, as may be, to supply or otherwise provide SIA with sufficient, safe and reliable:

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- (a) drinkable water;
- (b) electricity;
- (c) waste water treatment and evacuation;
- (d) telecommunication services (fixed line and wireless); and
- (e) waste disposal services,

including for each such utility to include any necessary infrastructure foreseen in the Detailed Technical Project.

### **Environment Preservation**

- 10.27 In line with the applicable Law, the Concessionaire shall take all the steps necessary to protect the Environment at the Site and to limit damages and nuisance to people and property resulting from pollution and other environmentally harmful results related to the provision of Airport Services and Commercial Services. The Concessionaire shall ensure (as long as it's under its control) that air emissions, surface and effluent discharges and the handling or disposal of any waste arising from SIA or otherwise arising from the Concessionaire's operations at SIA during the Term of this Agreement shall be in accordance with Applicable Law and the Environmental Management Plan. For the avoidance of doubt, the Concessionaire shall not be responsible for any noise emanating from Aircrafts.
- 10.28 The Concessionaire shall ensure that all of its subcontractors, and beneficiaries of Commercial Services comply with the Environmental Management Plan and the Applicable Law concerning the Environment with respect to activities undertaken on the Site or in relation to SIA.

### **Staff and Training**

- 10.29 The Private Partner, at its sole cost and expense:
- (a) shall employ at SIA, or cause to be employed or otherwise engaged as personnel at SIA, a number of trained, experienced persons sufficient to operate the SIA, provide the Airport Services and Commercial Services, all in accordance with the Terms of Reference, the Key Performance Indicators, the Master Plan, the Environmental Management Plan and the Operation and Maintenance Manual;
  - (b) to the extent possible, and in line this Agreement and the Applicable Law stemming from international treaties and conventions where Albania is a party thereof, shall employ or otherwise engage as personnel at the SIA Albanian citizens without interfering with the operational needs, and
  - (c) shall provide regular and ongoing professional training programs for all employees or other staff engaged by the Concessionaire in accordance with the Terms of Reference.

### **Maintenance**

- 10.30 The Concessionaire shall, at its sole cost and expense, be obligated to maintain, replace, or otherwise procure the maintenance of SIA in accordance with the Operation and Maintenance Manual.

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### **Standard and Level of Service**

- 10.31 The Concessionaire shall operate and maintain SIA and perform the Airport Services in accordance with the Operation and Maintenance Manual, Good Industry Practice, the Key Performance Indicators, the Terms of Reference and this Agreement.
- 10.32 The Concessionaire shall not allow the IATA level of service at SIA to fall below Level C.

### **Surveys**

- 10.33 Sixty (60) days immediately succeeding the Effective Date and continuing thereafter throughout the Term of this Agreement, the Concessionaire shall agree and undertake to ensure that the Passenger Satisfaction Surveyor conducts, once annually in a peak calendar month, (either arrival or departure) the Passengers satisfaction survey and reports the results thereof the Concessionaire. The Concessionaire shall provide to the Contracting Authority a copy of each such Passenger Satisfaction Survey, along with all relevant supporting data, within thirty (30) days after the receipt thereof.
- 10.34 Commencing with the first anniversary of the Operation Date and continuing thereafter throughout the Term of this Agreement, the Concessionaire shall annually participate in the AETRA Survey.

### **Review of Services**

- 10.35 The Contracting Authority shall have the right every year to have the scope and compliance level of the Airport Services reviewed by a qualified independent expert appointed by the Contracting Authority, to ensure that SIA is being operated and maintained in accordance and in compliance with the requirements and conditions herein. If such independent expert shall determine that SIA is not being operated and maintained in accordance with the requirements herein, the Contracting Authority shall have the right to modify the scope and level of the Airport Services, Key Performance Indicators and the provisions under the Operation and Maintenance Manual, subject to the consent of the Concessionaire, which shall not be unreasonably withheld or delayed.

### **Ground Handling**

- 10.36 The Private Partner shall agree and undertake to ensure that at least one (1) ground handling agent, who shall be qualified to provide such services to any and all flights arriving at and departing from SIA, shall be available to provide ground handling services at SIA. The Concessionaire shall provide to the Contracting authority a copy of each agreement with a ground handling agent for ground handling services at SIA entered into under this article, within thirty (30) days after its signature date. For the avoidance of any doubt, the Concessionaire shall permit any airline that operates their Aircrafts at SIA to self-handle their Aircrafts as long as such self-handling is performed by such airline with its own equipment and staff.

### **Security Passes**

- 10.37 The Concessionaire shall issue, or shall cause the appropriate Competent Authority to issue, in each case at the sole cost and expense, security passes in accordance with this article, to enable the holders of such passes to have access to secured areas at SIA. The Concessionaire shall issue, or shall cause the Competent Authority to issue, such security passes to designated employees of the Concessionaire and designated representatives of Third Persons with whom the Concessionaire has entered into commercial or financial arrangements at SIA and to

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designated representatives of the Contracting Authority and Competent Authorities to enable such representatives to carry out official duties at SIA. The Concessionaire shall not issue, or permit the issuance of any security passes to any Person other than those designated in this article without providing notice thereof to the Contractor Authority.

### **Bank Accounts**

- 10.38 Private Partner shall maintain one or more Bank Accounts in accordance with this Agreement at all times during the Term of this Agreement. The Concessionaire's Gross Revenues shall be deposited in Bank Accounts and may be withdrawn in the following cases:
- (a) to pay the Fees mentioned in article 6.6;
  - (b) to pay the Annual Concession Fee;
  - (c) to pay amounts due under the subcontracting agreements on construction works, provided that such agreements be made available to the Contracting Authority;
  - (d) to fund operating expenditures according to the Operating Budget in force;
  - (e) to fund investments according to the Operating Budget in force;
  - (f) to make payments to any Shareholder or any Affiliate of the Concessionaire in accordance with this agreement;
  - (g) to make payments to Financial Institutions in accordance with the Financing Agreements.
- 10.39 The Concessionaire shall keep in the Bank Accounts an amount sufficient to pay the next succeeding installment of the Concession Fee.
- 10.40 The Concessionaire shall open and keep Bank Accounts in one or more banks licensed by the Bank of Albania, with a high reputation, and approved by the Contracting Authority.
- 10.41 Once all the payments are made towards the Contracting Authority, the Concessionaire shall be entitled to keep any and all amounts deposited in the Bank Accounts in the Expiry Date or in the Early Termination Date, as the case may be.
- 10.42 The Concessionaire shall deposit all funds received from any person, or source in the Bank account for further use in line with this Agreement and the Financing Agreement. The Concessionaire shall deposit in the Bank Account any and all funds received from the tenants, suppliers, subcontractors and any other person with respect to SIA operation and maintenance.
- 10.43 The Concessionaire shall not admit to postpone or waive from any payment in time made for any amount that would consist of Gross Revenues, if timely paid.
- 10.44 The Concessionaire shall take all the necessary measures so that no revenue related to, or generated from any activity at SIA, or air traffic volumes at SIA, be directly paid to the Shareholders or Affiliates, except for Equity Distribution.
- 10.45 During the Guarantee Period, the Concessionaire, shall not, without prior written approval from the Contracting Authority and/or Albcontrol, as the case may be, grant to any person any reduction, leniency, or loan different from market rates and prices, or any fee or other payable

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amount reduction, usually in exchange of the engagement of such person to assume any expense that would have or could have otherwise been assumed by the Concessionaire.

### **Fuel Point and Delivery Services**

10.46 Pursuant to the Implementation Project, Master Plan and Terms of Reference, the Concessionaire shall be responsible for one or more fuel points and fueling services at SIA and shall ensure that adequate fuel storage and delivery services are available at all times during the Term of this Agreement. The Concessionaire shall ensure that the fuel farm and delivery services meet all the relevant standards and are in line with the Applicable Law. The Concessionaire may provide the foregoing services directly or through third party service providers.

### **Breaches**

10.47 If the Concessionaire fails to perform any of its obligations under articles 10.17 to 10.40, the Contracting Authority shall be entitled to draw upon the Agreement Security and apply the funds so drawn to rectify such breach or failure. Any drawdown by the Concessionaire under the Agreement Security shall be equal to the reasonable, documented costs and expenses incurred or to be incurred by the Contracting Authority to rectify such breach or failure. The Contracting Authority shall notify the Concessionaire in writing of any proposed drawdown on the Agreement Security and the circumstances leading thereto. If, in the sole judgment of the Contracting Authority, such circumstances constitute an Emergency, the Concessionaire shall have fifteen (15) days from the delivery of such notice:

- (a) to rectify the relevant breach or failure, and to notify the Contracting Authority in writing that such breach or failure has been rectified;
- (b) to notify the Contracting Authority that the relevant breach or failure may not be rectified or amended within a period of fifteen (15) from the delivery of such notice, and to propose a period of time, which shall not be more than thirty (30) days from the delivery of such notice, within which such breach or failure shall be rectified and to notify the Contracting Authority in writing that such breach or failure has been rectified.

If the Contracting Authority has not received such written notice of the Concessionaire by the end of such fifteen (15) day period, the Contracting Authority may draw on the Agreement Security to rectify such breach or failure. If, in the sole judgment of the Contracting Authority, such circumstances constitute an Emergency, the Contracting Authority may, after notifying the Concessionaire in writing of such proposed drawdown on the Agreement Security, immediately draw on the Agreement Security to rectify such breach or failure. The Concessionaire shall restore the Agreement Security to its original amount within thirty (30) days of any drawdown on the Agreement Security by the Contracting Authority and shall promptly notify the Contracting Authority in writing of each such restoration.

10.48 The Concessionaire may enter into contractual relationships with Affiliate Companies with the bidders or other persons in the framework of providing Airport Services and/or Commercial Services. The Concessionaire may lease SIA's premises to Affiliate Companies with the bidders or other persons, except for SIA premises that are reserved for Competent Authorities for the provision of relevant services or for law enforcement forces of the Republic of Albania, including armed forces. The Agreement signed by the Concessionaire

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pursuant to this article should comply with the following conditions:

- (a) The Concessionaire may contract a third party, including an Affiliate, for the provision of Airport Services, provided that the third party fully meets relevant Qualification, financial and experience Criteria that relevant Bidder(s) have met for the provision of Airport Services, under Annex 9 of Tender Documents;
- (b) The Provision of early termination of each of such agreements or their cession in favor of the Contracting Authority or an entity assigned by it, in case of Agreement Termination. The termination or cession of agreements for the provision of Airport Services and/or Commercial Services, including the lease of SIA's premises shall not be accompanied with financial liabilities or charge the Contracting Authority or its cedent with the obligation of paying an compensation, as a direct result of the termination or cession of the agreements mentioned above;
- (c) The obligations and responsibility of the Concessionaire to provide Airport Services and Commercial Services shall not be limited, ceased or facilitated as a result of the signing of agreements provided for by this article;
- (d) The Concessionaire shall sign one or more agreements provided for by this article on the principles of free market values (*arm's length basis*), non-discrimination against contractors in same or similar situations, transparency and observance of the Applicable Law;
- (e) Throughout the Guarantee Period, if the Concessionaire signs an agreement under this article with a Bidder's Affiliate or an agreement with whoever the person might be, which sets forth annual payments from or in favor of the Concessionaire amounting to one hundred thousand \_\_\_\_\_, then the Concessionaire shall submit to the Contracting Authority a copy of the agreement in question, within 15 Business Days from its signing;
- (f) The duration of the agreement term foreseen in article 10.16 cannot exceed the Agreement Term;
- (g) If the Contracting Authority considers that one or more agreements foreseen by this article do not apply the principles of article 10.50 (d), the Contracting Authority shall notify the Concessionaire in writing, within 10 Business Days from the receipt of a signed copy. Parties shall meet in good faith within 15 Business Days to consult and decide on the agreements in question. If the Concessionaire accepts that the agreements in question do not apply the principles of article 10.50(d) the latter shall immediately terminate the agreement in question or amend its contents, if possible in a way that such agreement applies the principles mentioned above. If Parties fail to agree on the compliance of the agreement in question with the above-mentioned principles, then the Parties shall terminate the agreement pursuant to article 21.

10.49 The Concessionaire shall allow the Contracting Authority's representatives or consultants, including PIU, to inspect during the business hours of a Business Day the records, financial balance sheets and every financial document kept by the Concessionaire or on its behalf, in order to verify the compliance of the Concessionaire with this Agreement. To this effect, the Concessionaire shall install an electronic system, which allows PIU continuous access to SIA main administrative, operational, financial and maintenance information. In order to avoid any doubt, the Contracting Authority shall be obliged to notify the Concessionaire in writing 7 (seven) business days prior to the conducting the inspection provided for in this paragraph.

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## **Reports and Information**

### **Operating Budget**

- 10.50 Not later than 60 days prior to the beginning of each calendar year, the Concessionaire shall submit to the Contracting Authority an Operating Budget for the immediately succeeding calendar year or part thereof, as the case may be ("**Operating Budget**"). Such Operating Budget shall:
- (a) provide for all reasonably foreseeable contingencies relating to the operation of SIA; and
  - (b) contain fair and accurate projections for all SIA operating expenses which projections shall:
    - (i) be based on all facts and circumstances then known by the Concessionaire;
    - (ii) be prepared in good faith on the basis of written assumptions stated therein that the Concessionaire believes to be reasonable as to all factual and legal material matters to such estimates; and
    - (iii) be consistent with the Concessionaire's obligations under the Operation and Maintenance Manual.
- 10.51 Unless otherwise agreed by the Contracting Authority and the Concessionaire, each Operating Budget shall be maintained from year to year on the same basis and format, shall provide sufficient details to permit a meaningful comparison to Operating Budgets for previous years (if applicable) and shall contain a comparison to the immediately preceding Operating Budget (if applicable) with comments explaining any changes. If the Concessionaire has a reasonable basis to believe that the total amount of the current Operating Budget will be exceeded during the relevant calendar year, the Concessionaire shall prepare an amended Operating Budget and promptly submit a copy thereof, together with all supporting documentation and justification for such proposed increase, to the Contracting Authority.

### **Disruption and Suspension**

- 10.52 The Concessionaire shall provide the Contracting Authority with immediate written notice of any disruption or suspension of operations or the Construction Works at, or the closure of, SIA. The Concessionaire shall, within twenty four (24) hours of any disruption or suspension of operations or the Construction Works at, or the closure of, SIA, provide the Contracting Authority with a report detailing the circumstances of such disruption, suspension or closure. The Contracting Authority shall have the right to request from the Concessionaire any and all information it deems necessary or reasonable relating to any disruption or suspension of operations or the Construction Works at, or the closure of, SIA, such requests to be complied with by the Concessionaire within seven (7) days following the receipt thereof.

### **Financial Statements**

- 10.53 The Concessionaire shall, as soon as available but, in any event, on a date that is no later than the last Business Day of each March during the Term of this Agreement, furnish to the Contracting Authority a copy of its audited financial statements for the immediately preceding financial year or part thereof, which financial statements shall be prepared in accordance with IFRS standards and presented in Euros.

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### **Certificate of Concession Fee**

- 10.54 Starting from the second year of operation, the Concessionaire shall, within April 15 during the Term of this Agreement, provide to the Contracting Authority a certificate of its independent auditor setting forth:
- (a) the Gross Revenues for the immediately preceding calendar year or part thereof, which shall be based upon relevant financial statements for the immediately preceding calendar year and the bank statements relating to Bank Accounts; and
  - (b) a calculation of the Annual Concession Fee for such financial year or part thereof (**“Certificate of Concession Fee”**). Such Certificate of Concession Fee shall be delivered along with a certificate of a duly authorized person of the Concessionaire, certifying that such person, for and on behalf of the Concessionaire, accepts and approves the contents of such Certificate of Concession Fee.
  - (c) The Contracting Authority shall approve the Certificate of Concession Fee, in writing, within 10 Business Days from the receipt of a signed copy. If the Contracting Authority objects the Certificate of the Concession Fee, the Parties shall meet in good faith within 15 Business Days to consult and make a decision. If Parties fail to agree on the compliance of the agreement in question with the above-mentioned principles, then the Parties shall terminate the agreement pursuant to article 21.

### **Environmental Studies**

- 10.55 The Concessionaire shall provide to the Contracting Authority:
- (a) at the time of submission to any Competent Authority, any environmental study required to be undertaken, any report required to be filed, or any complementary information required to be furnished, by or in connection with SIA or the Airport Facilities, in each case under the Applicable Law; and
  - (b) as soon as practicable, any other studies undertaken or reports prepared by the Concessionaire with respect to environmental matters related to SIA, all at the Concessionaire's expense.

### **Material Events**

- 10.56 During the Term of this Agreement, the Concessionaire shall promptly inform the Contracting Authority, in writing, of any and all material events or developments that may arise in the course of the Project.

### **Distributions**

- 10.57 The Concessionaire shall not make any payments, whether in respect of debt, equity or otherwise, to any partner/shareholder or any Affiliate thereof, other than pursuant to any agreement between the Concessionaire and any such partner/shareholder thereof, unless:
- (a) the Works Completion Date has passed; and
  - (b) the full amount of each installment of the Concession Fee (including any interest due and payable on any such installment not timely paid) that shall have become due and payable on or prior to the proposed date of such payment shall have been fully paid or allocated;

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- (c) the Agreement Security, to the extent required to be in effect under the terms of this Agreement, is in full force and effect;
- (d) the Concessionaire is not in default under this Agreement, the Financing Agreement, or any other agreement entered into by the Concessionaire in connection with the Project.

### **Financing Plan**

- 10.58 The Concessionaire shall immediately provide the Contracting Authority a written notice of any proposed material change in the Financing Plan, including, without limitation, any material increase or decrease in the estimated cost of the Construction Works, together with a statement explaining the nature of such change and the reasons thereof. The Contracting Authority shall have the right to approve or refuse any such proposed material change in the Financing Plan, such approval not to be unreasonably withheld or delayed. Any costs paid by the Concessionaire (including those incurring due to extensions to the terms of meeting its obligations), which do not derive from the actions or omissions of the Concessionaire, shall be recognized as expenses under the framework of investment realization.

### **Appointment of Auditors**

- 10.59 The Concessionaire, at its sole costs and expenses, shall: (a) put in place an accounting and cost control system in respect of SIA which shall, among other things, record all financial and commercial transactions in respect of SIA, whether or not recorded on the books and records of the Concessionaire; and (b) to contract a firm of independent accountants of recognized international standing, acceptable to the Contracting Authority, as auditors of the Concessionaire. The Concessionaire shall prepare and maintain its accounts in accordance with applicable laws and IFRS. The Concessionaire's financial year shall be a calendar year, unless otherwise agreed by the Parties.

### **Certification**

- 10.60 The Concessionaire shall obtain the (a) ISO 9001 Quality Management System; (b) ISO 10002 Complaints Management System, and (c) ISO 14001 Environmental Management System certifications in respect of SIA prior to [to be decided by MoIE]. Thereafter, the Concessionaire shall maintain each such certification at all times during the Term of this Agreement.

### **Payments**

- 10.61 The Concessionaire shall be responsible for the payment when due of any obligation or commitment of the Concessionaire that arises in connection with the performance of the Airport Services, the carrying out of the Construction Works or Commercial Services on or after the Effective Date. The Concessionaire shall provide to the Contracting Authority any assistance reasonably requested by the Contracting Authority for the purpose of collecting any accounts receivable in respect of SIA generated prior to the Effective Date.

### **Competition**

- 10.62 If any Bidder or any Affiliate or an Affiliated Company with it operates any airport located within one hundred (100) kilometer linear radius of SIA that competes with SIA, the Bidder shall procure that such Bidder or the Affiliate of the bidder, as the case may be, shall not discriminate against SIA and shall operate both airports based on the principle of *arm's length basis*.

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10.63 The Concessionaire shall not:

- (a) Establish other legal entities;
- (b) Enter into a consortium;
- (c) Sign commercial agreements, conduct capital investments or grant loans to third parties, unless otherwise explicitly provided for in this Agreement,

without a preliminary written approval by the Contracting Authority.

#### **Cooperation**

10.64 The Concessionaire shall cooperate with the Contracting Authority and meet in good faith its representatives, representatives from PIU and other state entities to discuss on the Agreement implementation, provision and progress of Airport Services and Commercial Services. Starting no later than 12 months prior to the expiry of the Term, the Concessionaire shall provide adequate access to systems, records, equipment, staff and premises of SIA to facilitate the transfer of activities and premises of the Contracting Authority or the person appointed by it.

#### **Agreement Security**

10.65 The Concessionaire shall submit to the Contracting Authority the Agreement Security, on the Date of Signing. In case of lowering the Agreement Security value in accordance with this Agreement, the Concessionaire shall be committed to immediately return the Agreement Security amount to an amount equal to \_\_\_\_\_ throughout the Agreement Term.

#### **Miscellaneous**

10.66 During the Agreement Term, the Contracting Authority shall enjoy the exclusive right to assign a trade name for SIA. The Contracting Authority shall notify the Concessionaire in writing 15 Business Days prior to the change of the trade name of SIA.

### **11. UNDERTAKINGS OF THE CONTRACTING AUTHORITY**

#### **Approvals**

11.1 In the framework of the Agreement implementation, the Contracting Authority shall:

- (a) Grant approval, review and express proposals for the change of the Master Plan and General Plan of the Airport, if any, after the consultation with Competent Authorities. The Contracting Authority shall approve the Master Plan within 30 Business Days from the receipt of the Master Plan and if the Contracting Authority does not express an opinion within this term, the Master Plan shall be considered as silently approved. The Contracting Authority shall communicate to the Concessionaire in writing the reasons for the refusal and/or proposals for change, as well as the term within which the Concessionaire should submit the revised Master Plan. The Master Plan revised and submitted within the term set forth by the Concessionaire shall not be unreasonably rejected by the Contracting Authority.
- (b) Grant approval, review and express proposals for the change of the Implementation Project, if any, after the consultation with Competent Authorities. The Contracting

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Authority shall approve the Project within 30 Business Days from the receipt of the Implementation Project and if the Contracting Authority does not express an opinion within this term, the Implementation Project shall be considered as silently approved. The Contracting Authority shall communicate to the Concessionaire in writing the reasons for the refusal and/or proposals for change, as well as the term within which the Concessionaire should submit the revised Implementation Project. The Implementation Project revised and submitted within the term set forth by the Concessionaire shall not be unreasonably rejected by the Contracting Authority.

- (c) Grant approval, review and express proposals for the change of the Detailed Technical Design, if any, after the consultation with the Independent Engineer and Competent Authorities, if applicable. After the consultation with the Independent Engineer, the The Contracting Authority shall approve the Detailed Technical Design within 30 Business Days from the receipt of the document and if the Contracting Authority does not express an opinion within this term, the Detailed Technical Design shall be considered as silently approved. The Contracting Authority shall communicate to the Concessionaire in writing the reasons for the refusal and/or proposals for change, as well as the term within which the Concessionaire should submit the revised Detailed Technical Design. The Detailed Technical Design revised and submitted within the term set forth by the Concessionaire shall not be unreasonably rejected by the Contracting Authority.

#### **Air Traffic Control Services**

- 11.2 The Contracting Authority shall guarantee that at least 6 months prior to the Operation Date, the Contracting Authority or the Competent Authorities will provide, at their sole costs and expenses, the Air Traffic Control Services, in accordance with the Applicable Law. The Contracting Authority shall ensure that the Contracting Authority or a person assigned by it maintains in good working order navigational aids equipment, including, without limitation, radar and an instrument landing system, of a sufficient quantity and quality as necessary in connection with the provision by the Contracting Authority for the Air Traffic Control Services. For the avoidance of doubt, the Concessionaire shall maintain and operate, or cause to be maintained and operated, all the infrastructure required for the landing, take-off and movement of Aircraft over, around or on the Site, including the runways, taxiways and other lighting required for the landing, take-off and movement of Aircraft over the Site, in accordance with Good Industry Practice.

#### **Cooperation**

- 11.3 Upon the request of the Concessionaire, the Contracting Authority shall provide to the Concessionaire:
  - (a) reasonable assistance to implement the Project and to make available to its benefits the rights provided for in article 4;
  - (b) reasonable cooperation in seeking the assistance of the Competent Authorities in carrying out the Works, operation and maintenance of SIA;
  - (c) reasonable assistance in obtaining any Relevant Consents/Permits and Licenses required to be obtained by the Concessionaire;
  - (d) possible and reasonable assistance for the VAT reimbursement by Competent Authorities in favor of the Concessionaire on time and in accordance with the Applicable Law;

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- (e) if any claim is asserted against the Concessionaire, or the Concessionaire is made a party in any legal proceeding, in connection with the Project, reasonable assistance as requested by the Concessionaire, provided that the Concessionaire shall provide the Contracting Authority:
- (i) a written notice of the assistance requested promptly upon receipt of any applicable complaint, lawsuit, subpoena or court order; and
  - (ii) all relevant facts and information;

The Concessionaire shall reimburse the Contracting Authority for any costs reasonably incurred by the Contracting Authority in rendering any assistance requested pursuant to paragraphs (a) through (d) of this article 11.3.

### **Full and Quiet Enjoyment**

- 11.4 The Contracting Authority shall ensure the availability of the Site pursuant to provisions set forth under this Agreement, as well as ensure the Full and Quiet Enjoyment and the Right of Way relating to the Site, pursuant to article 7. In case of delays caused in the fulfillment of the Concessionaire's obligations under this Agreement, which result from the Concessionaire's impossibility to benefit from the Full and Quiet Enjoyment of the Site, as a result of the non-fulfillment by the Contracting Authority, throughout the term, the Concessionaire shall benefit an extension of the deadline for its obligations, proportional to the duration of such impossibility.

### **Utilities**

- 11.5 From the Works Commencement Date, the Contracting Authority shall ensure that the Site is connected to the public infrastructure network and equipped with the necessary services and capacities, including, but not limited to, water supply, electricity, black and white sewers, extending to the Site Fencing Perimeter. Throughout the Agreement Term, starting from the Works Commencement Date, the Contracting Authority shall ensure full operation and maintenance of waterworks and/or drainage canals systems, whose activity affects or is related to the Site. In case that the Concessionaire, during the Agreement Term, encounters obstacles in fulfilling the obligations under this Agreement, as a result of the non-operation of waterworks and/or drainage canals, public infrastructure network and necessary serviced defined in this paragraph, then the Concessionaire shall have the right to be granted an extension to relevant deadlines for the fulfillment of such obligations, with the same duration starting from the moment the obstacle was encountered to its overcome.

### **PIU**

- 11.6 The Contracting Authority shall ensure the establishment and existence of a PIU, where one of the members will be a representative of the Ministry of Finance and Economy, which will be the representative of the Contracting Authority and a contact point for the Concessionaire, and will ensure the Project's successful implementation. The Contracting Authority shall staff the PIU with the right technical and administrative employees. The PIU costs and expenses shall be paid by the Contracting Authority.

### **Continuation**

- 11.7 Pursuant to this Agreement, the Contracting Authority shall be committed not to take any action, and no Competent Authority shall perform any action that might have an unfavorable material effect on Works, SIA operation, provision of Airport Services and Commercial

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Services, if requested in case of an Emergency, or to minimize damages resulting from the failure of the Concessionaire to fulfill its obligations under this Agreement; in such case, interruptions shall be deemed as authorized, provided that the Contracting Authority guarantees that such interruptions performed by the Contracting Authority in line with this article, shall be limited to a certain period as needed to cope with the Emergency or to minimize the damages in question.

11.8 In case of an unauthorized interruption on the side of the Contracting Authority or a Competent Authority, or in case of an authorized interruption in the event of an Emergency (provided that such Emergency has not been caused due to the Concessionaire's fault or negligence), which causes delays in Works, closure or suspension of SIA operation, then the Concessionaire may request the extension of:

- (a) The Agreement Term, for a duration equal to the duration of Works interruption or suspension;
- (b) The Works Completion Date, for a duration equal to the duration of Works interruption, but only in the case such interruption has adversely affected the Works progress.

## 12. EVENT OF FORCE MAJEURE

12.1 An Event of Force Majeure shall mean any event that:

- (a) prohibits the Affected Party to perform its obligations under the Agreement;
- (b) is beyond the reasonable control, and not a result of fault or negligence, of the Affected Party; and
- (c) The Affected Party cannot avoid such an act or event by exercising due diligence and various skills (including spending various amounts),

subject to the fulfillment of the above-mentioned conditions, "**Event of Force Majeure**" including, but not limited to, the following acts and events:

- (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes;
- (ii) explosions or lightning-caused fires (beyond the Project's grounding system parameters), supersonic devices or other causes that are not related to the actions or omissions of the Party requesting to be released from the performance;
- (iii) war acts or public and civil disorders, protests, uprisings, sabotage, epidemics, pandemics, radioactive contamination, terrorist acts, rebellions;
- (iv) strikes (or an organized act with the same effect as the strike) or business disputes;
- (v) partial or full interruption of SIA operation or a part thereof during the validity of a decision on the state of emergency or natural disasters in the territory of the Republic of Albania, or of the local government unit where SIA is located;

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- (vi) any obligatory act of state authorities issued as a result of the above;
- (vii) event of an unpredictable geotechnical phenomenon, which may adversely affect the construction works, and the Airport operation;

provided that an event of Force Majeure does not include:

- (i) unavailability of the workforce, equipment, materials, utilities or other resources (except for the case when the unavailability comes as a result of an Event of Force Majeure);
  - (ii) economic and financial hardships, or lack of funds or impossibility to fulfill the obligation of paying within the deadline or benefiting funding (except for cases when the lack of materials comes as a result of an Event of Force Majeure);
  - (iii) lack of materials needed for the development, construction or maintenance of the Project (except for cases when the lack of materials comes as a result of an Event of Force Majeure).
- 12.2 In addition to being set forth in article 15.1 and 15.2, an Event of Force Majeure gives neither Party the right to terminate such Agreement, and none of the Parties shall breach the Agreement or be held liable in case of a failure to fulfill their relevant obligations or delay, as long as this failure or delay in fulfilling the obligations has resulted due to an Event of Force Majeure.
- 12.3 In addition to being set forth in article 12.2, the deadlines set under this Agreement shall be extended day after day when one of the Parties suspends its obligations under this Agreement due to an Event of Force Majeure, pursuant to article 12.1.
- 12.4 The Party affected by the Force Majeure shall benefit relief based on article 12.2 and 12.3, only if it:
- (a) has immediately notified the other Party in writing, about an Event of Force Majeure, showing that the Force Majeure in question has reasonably impeded or delayed the fulfillment of the affected Party's obligations and declaring the foreseen measure and possible duration of the Event of Force Majeure in question (if applicable);
  - (b) has taken all the reasonable measures to reduce the impact and mitigate the consequences of the Force Majeure as soon as possible; and
  - (c) except when impeded by an Event of Force Majeure, submits to the other Party a report (or a recovery and rehabilitation plan in case of epidemics or quarantine that affects the Site or the Project), in relation to the measures taken pursuant to article 12.4(b) and a regular update of such reports as necessary with regards to the foreseen extension and possible duration of the Event of Force Majeure, and in case of epidemics or quarantine a report on mitigation and recovery measures taken for overcoming negative effects.
- 12.5 Article 12.2 and 12.3 does not divest the Party affected by an Event of Force Majeure from the fulfillment of the obligations under the Agreement or from the responsibility for failure to fulfill them, if their non-fulfillment has occurred prior to an Event of Force Majeure, or is not related to an Event of Force Majeure.

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### **13. MATERIAL ADVERSE GOVERNMENT ACTION**

- 13.1 “**Material Adverse Government Action**” shall mean cases when the Contracting Authority or any local or central Competent Authority, after the Effective Date of this Agreement, takes or fails to take an action, whose effect has a tangible and negative impact on the Concessionaire with regards to the rights, assets, expenses or revenues (including, but not limited to, Taxation or Taxes), or its economic and financial position, including, but not limited to:
- (a) expropriation, seizure or nationalization of SIA and/or of the rights of the Concessionaire provided for in article 4;
  - (b) prohibition or restriction on the transfer of the Concessionaire’s profits and loan services from the Republic of Albania (including the prohibition and restrictions of the exchange rate);
  - (c) Every obligation, act or law amendment that would exclusively affect, and negatively and tangibly impact the Concessionaire, and would make the fulfillment of the Concessionaire’s obligations under the Agreement impossible. In order to avoid any doubt, the Amendment on Law on Taxation or Taxes shall not be considered an Material Adverse Government Action if applicable to all taxpayers or tax entities in Albania, without any differentiation or discrimination;
- 13.2 If the Concessionaire reasonably thinks that an Material Adverse Government Action has occurred or is expected to occur, the Concessionaire shall notify the Contracting Authority and provide detailed information about the Material Adverse Government Action and the way it tangibly affects and is unfavorable for the rights of the Concessionaire or for the fulfillment of its obligation under this Agreement.
- 13.3 Within thirty (30) Business Days upon the notice addressed to the Contracting Authority, the Parties shall meet, discuss and decide in good faith a mutual satisfactory solution, in order to return the Concessionaire to the commercial position it would have had if such Material Adverse Government Action would not have occurred, or in an equivalent commercial position. If the Parties decide that a satisfactory solution cannot be found to address the impact of the Material Adverse Government Action on the fulfillment of the obligations under this Agreement, and if the Material Adverse Government Action occurs during the Term and continues for more than three (3) months, the Concessionaire shall have the right to:
- (a) proceed with the fulfillment of its obligations under the Agreement, thus being granted an extension to the deadline of its obligations fulfillment (if this is the case), or
  - (b) terminate this Agreement pursuant to article 15.6.
- 13.4 Any Material Adverse Government Action shall be deemed as non-fulfillment of the Agreement on the side of the Contracting Authority, and the Concessionaire shall have the right to receive relevant offset pursuant to article 16.

### **14. INSURANCE**

- 14.1 The Concessionaire, at its sole costs and expenses, shall obtain or cause to be obtained, and maintain or cause to be maintained in force, for the entirety of the Term of this Agreement, the insurance policies issued by:

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- (a) International insurers with a good reputation and a long-term rating of at least “A” according to one or more leading rating agencies; or
- (b) In case of an insurance company licensed in Albania, if there is no long-term rating of at least “A”, insurer with a good reputation,

which should be in line with the Prudent Industry Practice and Annex 33.

- 14.2 The Contracting Authority shall be assigned as an additional person insured in all insurance policies under Annex 33, and in case of the Agreement termination shall be entitled to the rights provided for in the same annex.
- 14.3 The Contracting Authority shall not be liable for any risk or responsibility for the failure of the Concessionaire to obtain or maintain all the insurance policies required to be obtained under Annex 33, and shall not be responsible by the Concessionaire for losses not included in the insurance.
- 14.4 The Concessionaire shall notify the Contracting Authority in writing for any change to each of the insurance policies provided for in Annex 33, within 15 Business Days from that change.
- 14.5 The failure of the Concessionaire to obtain and/or maintain valid, throughout the Term, one of such required insurance policies provided for in Annex 33 shall constitute a material breach of the Agreement on the side of the Concessionaire.

## **15. TERMINATION**

### **Early Termination**

#### **Event of Force Majeure**

- 15.1 If an Event of Force Majeure occurs and continues for an aggregate period of at least one hundred eighty (180) days within an uninterrupted period of twelve (12) months, then either Party shall have the right to terminate this Agreement.
- 15.2 If an event of Force Majeure shall occur and the consequences thereof shall materially and adversely affect the economic or commercial position of the Concessionaire from what it was on the Effective Date or from what it is or what it would have been if such Event of Force Majeure would have not occurred, and such event or the consequences thereof continue for a period of at least one hundred eighty (180) days from the date on which the Concessionaire shall give a written notice thereof to the Contracting Authority, then the Concessionaire shall, regardless of any insurance payable in respect thereof, have the right to terminate this Agreement.

#### **Notice of early Termination**

- 15.3 If the Contracting Authority or the Concessionaire, as the case may be, decides to terminate this Agreement, then the Contracting Authority or the Concessionaire, as the case may be, shall so notify the other Party in writing of its decision to terminate this Agreement, which notice shall be effective thirty (30) Business Days after the delivery by the Notifying Party, and shall send a copy of such written notice to Financial Institutions.

#### **Early Termination by the Contracting Authority**

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### **Right to terminate**

- 15.4 The Contracting Authority shall have the right to terminate this Agreement upon the occurrence of any of the following events, which is not a result of an action or omission by the Contracting Authority:
- (a) The Concessionaire fails to make any payment in respect of the Concession Fee and state fees set forth in article 6.6, which failure has continued unremedied for ninety (90) days or more after the date on which the payment was required to have been made;
  - (b) The Concessionaire does not perform any or all the Airport Services set forth in Annex 2, during every period continuing for at least 48 hours or another Airport Service during a period continuing for at least 72 hours;
  - (c) The Concessionaire shall not conduct any activity in the Site significantly slowing down the progress of Works (in accordance with the Works Plan) for 20 subsequent Business Days after their commencement;
  - (d) If the Operation Date has not happened to be a date 90 days after the Intended Operation Date, a period that cannot be extended other than in accordance with the provision of this Agreement;
  - (e) If the Works Commencement Date has not happened to be a date 90 days after the Intended Works Commencement Date, a period that cannot be extended other than in accordance with the provision of this Agreement;
  - (f) the failure of the Concessionaire to resolve in its favor any action for the bankruptcy, dissolution and/or liquidation of the Concessionaire;
  - (g) the Concessionaire receives a court order to be placed into bankruptcy or to commence liquidation procedures;
  - (h) the Concessionaire commits any other material breach or default in respect of the performance of any of its obligations under this Agreement, which breach (except in the case of any breach referred to in article 15.4(a) which shall be governed by the provisions thereof) has continued unremedied for sixty (60) days or more after the delivery of notice of such breach or default by the Contracting Party to the Concessionaire, as the case may be.

### **Notice of early Termination**

- 15.5 If any one or more of the events set forth in article 15.4 shall occur, the Contracting Authority may, by written notice to the Concessionaire, terminate this Agreement, and the Concessionaire shall send a copy of any such written notice to Financial Institutions.

### **Termination by the Concessionaire**

#### **Right to terminate**

- 15.6 The Concessionaire shall have the right to terminate this Agreement upon the occurrence of any of the following events:

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- (a) the Contracting Authority commits a material breach or default in respect of the performance of any of its obligations under this Agreement (and the breach or default has continued unremedied for sixty (60) days or more after delivery of written notice of such breach or default by the Concessionaire to the Contracting Authority).
- (b) In case of an Material Adverse Government Action pursuant to article 13.3.
- (c) The Contracting Authority fails to ensure the Concessionaire the Full and Quiet Enjoyment of the Site for 90 days or more after the delivery of the written notice on the breach or default from the Concessionaire to the Contracting Authority.

#### **Notice**

- 15.7 If any one or more of the events set forth in article 15.6 shall occur, the Concessionaire may, by written notice to the Contracting Authority, terminate this Agreement, and the a copy of any such written notice shall be sent to Financial Institutions.

#### **Effects of the Early Termination**

##### **General**

- 15.8 Upon the Early Termination Date, and subject and without prejudice to any rights of the Parties hereunder:
- (a) this Agreement shall cease to have effect (other than articles of the Agreement that set forth the continuity of obligations after the Early Termination Date), except for all rights and obligations of the Parties existing prior to the Early Termination Date;
  - (b) The Concessionaire's Concession Rights shall terminate;
  - (c) without prejudice to the exercise of any substitution rights of the Financial Institutions under article 19.4, the Concessionaire shall surrender to the Contracting Authority, at no cost or expense, the possession of SIA (which shall be a complete and working airport), other than in the event of a termination under article 15.1, to the extent of any physical damage resulting from an event of Force Majeure), operated and maintained in accordance with the Terms of Reference, Operation and Maintenance Manual, Airport Emergency Plan, Master Plan, Environmental Management Plan and the Applicable Law, the Site, Immovable Property, all the Movable Properties owned or leased by the Concessionaire, as well as all *As Built* Drawings and other documents or data relating specifically to the Construction Works, which may then be in the possession or control of the Concessionaire, and the Contracting Authority shall have the right to
    - (i) enter and take immediate operational control of SIA, the Site, and such Movable Property;
    - (ii) request that the entire Site and Immovable Property, Assets be immediately delivered to the Contracting Authority;
    - (iii) select and substitute a Successor Operator for the Concessionaire;
    - (iv) assume possession of all Movable and Immovable Properties owned or leased by the Concessionaire; and

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- (v) transfer the ownership of the Immovable Property from the Concessionaire to the Contracting Authority.
- (d) the Concessionaire shall facilitate the continuation of the employment at SIA of any and all employees involved in the operation and maintenance of SIA on the Termination Date;
- (e) if the Concessionaire fails to surrender possession of SIA in accordance with article 15.8 (c), the Concessionaire shall pay to the Contracting Authority any and all damages as may be determined by an arbitral tribunal appointed pursuant to article 21.
- (f) unless the Agreement Security has expired by its terms or the terms of this Agreement or the Contracting Authority have an outstanding claim thereunder, in which case upon satisfaction of such claim, the Contracting Authority shall promptly deliver any original copy of the Agreement Security in its possession to the Concessionaire.

### **Termination Payments**

15.9 Upon the receipt of the written notice for the Agreement termination, accordingly, by the Concessionaire or the Contracting Authority:

- (a) the Concessionaire shall certify to the Contracting Authority in writing that:
  - (i) the termination of this Agreement did not give rise to any right on the part of the Concessionaire or any Affiliate of the Concessionaire to seek to recover proceeds under any insurance policy or policies maintained by the Concessionaire or such Affiliate; or
  - (ii) the termination of this Agreement did give rise to a right on the part of the Concessionaire and/or any Affiliate of the Concessionaire to seek to recover proceeds under one or more insurance policies maintained by the Concessionaire and/or such Affiliate, the appropriate claims have been made in respect of such insurance and the Concessionaire and/or such Affiliate(s) of the Concessionaire have recovered under such insurance the aggregate amount of proceeds to be set forth in such certificate, with the amount of such proceeds to be endorsed by the insurer(s) or insurance broker(s) of the Concessionaire and/or such Affiliate(s) of the Concessionaire as having been duly paid to the Concessionaire and/or such Affiliate(s), as the case may be;
- (b) the Concessionaire shall certify to the Contracting Authority in writing any amounts owed by the Contracting Authority pursuant to article 15.11, as the case may be, calculated as of the Termination Date, setting forth such calculations;
- (c) the Concessionaire shall deliver to the Contracting Authority a certificate of the Concessionaire's auditor, setting forth the calculation and aggregate amount of any and all cash balances of the Concessionaire as of the Termination Date including, without limitation, any reserves of the Concessionaire (including, without limitation, those under the Financing Agreements and amounts on deposit in Bank Accounts);
- (d) the Shareholders shall certify to the Contracting Authority in writing that they have released the Concessionaire from any payment, performance or other obligations to them that may have arisen prior to the Termination Date;

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- 15.10 Upon receipt or provision of the written notice set forth in article 15.7, the Concessionaire shall deliver to the Contracting Authority in writing an itemized list of all amounts claimed under article 15.11, which shall provide detailed calculations of each amount claimed, the relevant agreement under which such amount is claimed and a textual description of the reason such amount under such agreement became due and payable prior to the Termination Date or has become due and payable as a result of the termination of this Agreement. Such list shall be attached to a certificate of a duly authorized officer of the Concessionaire, certifying, for and on behalf of the Concessionaire, as to the reasonableness and accuracy of the statements made therein.
- 15.11 The Contracting Authority shall pay to the Concessionaire the amount determined pursuant to article 15.11 in an account determined by the Concessionaire, within a time period no less than one sixty (60) days after the receipt of the certifications described above.
- 15.12 The Contracting Authority shall have the right to offset against any amount owed by the Contracting Authority to the Concessionaire pursuant to article 15 and any amount due to the Contracting Authority from the Concessionaire under this Agreement;

#### **Site Handback**

- 15.13 Upon the Termination Date or any substitution of the Concessionaire with a Substituting Company, in accordance with the terms of this Agreement, the Concessionaire shall promptly, and, in any event, within sixty (60) days after such termination or substitution, vacate the Site and proceed pursuant to article 15.8 (c). If the Concessionaire fails to vacate the Site as aforesaid, the Concessionaire shall pay to the Contracting Authority any and all damages as may be determined by an arbitral tribunal.

#### **Termination Costs**

- 15.14 Except as otherwise may be specifically provided in this Agreement, each Party shall bear its own costs and expenses (including, without limitation, any tax liability) incurred in carrying out its obligations under this article.
- 15.15 The indemnifications set forth under this article are the only indemnifications of Parties relating to the Agreement termination.

### **16. INDEMNIFICATION**

#### **Third Part Liability**

##### **Concessionaire**

- 16.1 The Concessionaire shall indemnify the Contracting Authority and each Contracting Authority's Person against and hold the Contracting Authority and each Contracting Authority's Person harmless from third parties for any Loss of any kind whatsoever suffered or incurred by the Contracting Authority and each Contracting Authority's Person by reason of any injury or death to, or any damage or destruction of any property or rights of, any person to the extent such Loss arises out of or as a consequence of the acts, actions and/or omissions of the Concessionaire and/or employees and/or subcontractors or its agents, as part of the Airport Services, Commercial Services, Construction Works, and any Expansion in accordance with the Terms of Reference, except to the extent such Loss is caused by, or is primarily attributable to, the gross negligence of, or willful misconduct by, the Contracting Authority or any Contracting Authority's Person or any Event of Force Majeure, or Emergency.

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### **Contracting Authority**

- 16.2 The Contracting Authority shall indemnify the Concessionaire and each Concessionaire's Person against and hold the Concessionaire and each Concessionaire Person harmless from third parties for any Loss of any kind whatsoever suffered or incurred by the Concessionaire and each Concessionaire's Person by reason of any injury or death to, or any damage or destruction of any property or rights of, any person to the extent such Loss arises out of or as a consequence of the acts, actions and/or omissions of the Contracting Authority, except to the extent such Loss is caused by, or is primarily attributable to, the gross negligence of, or willful misconduct by, the Concessionaire or any Concessionaire's Person or any event of Force Majeure, or Emergency.

### **Breaches**

#### **Concessionaire**

- 16.3 The Concessionaire shall indemnify the Contracting Authority and each Contracting Authority's Person against and hold the Contracting Authority and each Contracting Authority's Person harmless from third parties for any Loss of any kind whatsoever suffered or incurred by the Contracting Authority and each Contracting Authority's Person by reason of any breach by the Concessionaire or its representatives of any of its representations and warranties, obligation and responsibilities under this Agreement, except to the extent such Loss is caused by, or is primarily attributable to, the gross negligence of, or willful misconduct by, the Contracting Authority or any Contracting Authority's Person, or any Event of Force Majeure, Emergency or any Material Adverse Government Action.

#### **Contracting Authority**

- 16.4 The Contracting Authority shall indemnify the Concessionaire and each Concessionaire's Person against and hold the Concessionaire and each Concessionaire's Person harmless from third parties for any Loss of any kind whatsoever suffered or incurred by the Concessionaire and each Concessionaire's Person by reason of any breach by the Contracting Authority or its representatives of any of its representations and warranties, obligation and responsibilities under this Agreement, except to the extent such Loss is caused by, or is primarily attributable to, the gross negligence of, or willful misconduct by, the Concessionaire or any Concessionaire's Person, including, without limitation, the subcontractors, Event of Force Majeure or Emergency.

#### **Environmental Breaches**

- 16.5 The Concessionaire shall indemnify the Contracting Authority and each Contracting Authority's Person against and hold the Contracting Authority and each Contracting Authority's Person harmless from third parties for any Loss of any kind whatsoever suffered or incurred by the Contracting Authority and each Contracting Authority's Person in respect of the Project by reason of any of the following (whether known or unknown):
- (a) Any default by the Concessionaire of the Applicable Environmental Legislation in force (including, but not limited to, the illegal release of Hazardous Substances); and
  - (b) Any claim by any Person for injury to his or her health, welfare or property or rights as a result of a release into the Environment of any Hazardous Substances by the Concessionaire.

### **References**

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- 16.6 All the references in this article for a “Concessionaire’s Person” shall include all the employees, directors and officers of the Concessionaire.
- 16.7 All the references in this article for a “Contracting Authority’s Person” shall include all the employees of the Contracting Authority, including PIU, and Competent Authorities.

### **Procedures**

- 16.8 If the Indemnified Party receives notice of any claim or the commencement of any suit, action, claim, proceeding or investigation brought by any Person other than the Indemnifying Party and believes in good faith that the Indemnifying Party may be obligated to provide indemnification pursuant to this Agreement, the Indemnified Party shall promptly give the Indemnifying Party written notice ("**Indemnification Notice**") thereof setting forth in reasonable detail such information with respect to such suit, action, claim, proceeding or investigation as the Indemnified Party shall then have, but the failure to give an Indemnification Notice to the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party, except to the extent that the Indemnifying Party shall have been materially prejudiced in its ability to defend the suit, action, claim, proceeding or investigation for which such indemnification is sought.
- 16.9 Upon receipt of an Indemnification Notice, the Indemnified Party and the Indemnifying Party may agree that the Indemnifying Party shall assume the defense of such suit, action, claim, proceeding or investigation upon such terms as they shall agree.
- 16.10 If the Indemnified Party and the Indemnifying Party agree that the Indemnifying Party shall assume the defense of any suit, action, claim, proceeding or investigation for which it is called upon to indemnify the Indemnified Party pursuant to this article, the Indemnifying Party shall not settle or compromise such suit, action, claim, proceeding or investigation without the prior written consent of the Indemnified Party unless there is no finding or admission of any violation of law by the Indemnified Party, and the sole relief provided is monetary damages covered in full by the Indemnifying Party.
- 16.11 If the Indemnified Party and the Indemnifying Party agree that the Indemnifying Party shall assume the defense of any suit, action, claim, proceeding or investigation for which it is called upon to indemnify the Indemnified Party pursuant to this article, the Indemnifying Party shall keep the Indemnified Party reasonably informed of the events of any applicable suit, action, claim, proceeding or investigation. If requested by the Indemnifying Party, the Indemnified Party shall cooperate to the extent reasonably requested in the defense or prosecution of any suit, action, claim, proceeding or investigation for which such Indemnifying Party is called upon to indemnify the Indemnified Party pursuant to this article.
- 16.12 The amount of any Loss indemnifiable pursuant to this article shall be reduced by:
- (a) the value of any benefit (other than any insurance benefit from the insurance policies) realized, directly or indirectly, in any jurisdiction by the Indemnified Party as a result of such Loss;
  - (b) the amount of any insurance proceeds received by the Indemnified Party in respect of such Loss. If such proceeds are received by the Indemnified Party following an indemnification payment in respect of the relevant Loss, the Indemnified Party shall pay to the Indemnifying Party an amount equal to the lesser value of:
    - (i) the amount of such proceeds; and

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(ii) the amount of the indemnification payment made by the Indemnifying Party.

- 16.13 The Indemnifying Party shall not pay the Indemnified Party any indemnification related to the missing profit or indirect damage.
- 16.14 Neither Party shall be indemnified more than once for the same Loss. The Contracting Authority shall not hold responsible the Concessionaire for any Loss that may have been caused by events, actions or omissions occurring prior to the date of the Site Handback.
- 16.15 Such articles, from 16.1 to 16.14 shall remain in force even after (3) three years after this Agreement Closure Date and regardless of its termination, one Party shall request the amounts owed to the other Party pursuant to this article, in accordance with this Agreement, within a term of (3) three years from the Agreement Closure Date.

## **17. HANDBACK**

### **General**

- 17.1 The Concessionaire shall ensure that, on the Expiry Date, a seamless handover of the Site and the Airport Assets back to the Contracting Authority, without any charge, mortgage or obligations to third parties, as directed by the Contracting Authority to a Successor Operator shall take place, in each case fulfilling all of the requirements of this article 17, including, without limitation, the Handback Conditions and the Handback Requirements with respect to the Site and the Airport Assets.
- 17.2 Each Party shall be responsible to cover its own costs for the transfer of the Site and the Airport Assets back to the Contracting Authority, as set forth in this article.
- 17.3 If during the Handback Period an event or circumstance arises that permits either Party to terminate this Agreement pursuant to article 15, and such Party elects to exercise such rights, the termination rights and procedures contained in article 15.

### **Transition Plan**

- 17.4 No later than sixty (60) days prior the Handback Period Commencement Date, the Concessionaire shall submit to the Contracting Authority, for its review and approval, a draft comprehensive transition plan ("**Handback Transition Plan**") outlining the particulars of all responsibilities and obligations of the Concessionaire in relation to the transfer of the Site and the Airport Assets back to the Contracting Authority or to a Successor Operator. Such Handback Transition Plan, among other things, shall provide to the Contracting Authority such other information (oral or written) as may be reasonably requested by the Grantor and/or as may be reasonably necessary or appropriate for the transfer of the Site and the Airport Assets back to the Contracting Authority or to a Successor Operator, as the case may be.
- 17.5 The Contracting Authority shall provide its comments on or any amendments to such draft Handback Transition Plan no later than thirty (30) days prior to the Handback Period Commencement Date and the Concessionaire shall submit the final version of such Handback Transition Plan, reflecting such comments and/or amendments to the Contracting Authority no later than the Handback Period Commencement Date, provided that if the Contracting Authority does not provide comments within such thirty (30) day period, then the Contracting Authority shall be deemed to have approved the draft Handback Transition Plan. In the event that the Contracting Authority disapproves any aspect of the final version of such Handback Transition Plan, it shall so notify the Concessionaire who shall prepare and resubmit for approval by the Contracting Authority, as soon as practicably possible, a revised plan. Any

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Dispute with respect to the finalization of such Handback Transition Plan not resolved within ten (10) business days shall be resolved pursuant to article 21.3. The Grantor and the Concessionaire shall use their reasonable endeavors to cause such independent expert to render his determination not later than forty five (45) days after being appointed.

### **Process**

- 17.6 Promptly after delivery of the first draft of a Handback Transition Plan, but in no event later than forty (40) days prior to the Handback Period Commencement Date, the Contracting Authority shall meet with the Concessionaire to discuss the orderly transfer of the Site and the Airport Assets back to the Contracting Authority in accordance with the Handback Requirements (“**Handback Meeting**”). The objective of the Handback Meeting will be to agree on the detailed procedures and milestones for the Handback Process. In addition, the Contracting Authority shall notify the Concessionaire of the Handback Engineer that the Contracting Authority has assigned to oversee the applicable Handback Process, the scope of work of the Handback Engineer being defined solely by the Contracting Authority and the costs of the Handback Engineer being borne by the Contracting Authority. The Concessionaire shall prepare the minutes of the Handback Meeting and submit them to the Contracting Authority.
- 17.7 Promptly after the Handback Meeting, but in no event later than thirty (30) days prior to the Handback Period Commencement Date, the Concessionaire shall arrange access for the Handback Engineer to carry out an inspection and an evaluation of the Site and the Airport Assets (“**Initial Inspection**”). The Handback Engineer shall produce a report on its findings as to the works of renewal, reconstruction, repair or reinstatement (“**Renewal Works**”), required to be carried out on the Site and the Airport Assets in order for the Site and the Airport Assets to satisfy the Handback Conditions on the Handback Date, and its estimate on the costs of carrying out such Renewal Works (“**Renewal Costs**”), which it shall furnish to the Concessionaire and the Contracting Authority as soon as possible after it has completed the Initial Inspection, but, in any event, within fifteen (15) days after the Initial Inspection. The Concessionaire shall have a period of thirty (30) days following the receipt of such report to raise any objections thereto relating to the Initial Inspection, the Renewal Works and/or the Renewal Costs. In the event that any such objections are not amicably settled by the Parties within a period of thirty (30) days from the date the objections were raised, either the Concessionaire or the Contracting Authority may refer the matter for resolution pursuant to article 21.3. The Parties shall use their reasonable endeavors to cause the independent expert to render its determination not later than forty-five (45) days after being appointed. The Concessionaire shall be required to proceed with the applicable Handback Process in accordance with article 17, while the Dispute is expected to be resolved.
- 17.8 Thereafter, the Handback Engineer shall supervise the Concessionaire's fulfillment of the Handback Requirements throughout the Handback Process, including implementation of the Renewal Works. The Concessionaire shall (i) provide the Handback Engineer such access, during normal business hours, to the Site and the Airport Assets as the Handback Engineer reasonably requests, and (ii) cooperate with the Handback Engineer to the maximum extent possible throughout each Handback Process.
- 17.9 The Concessionaire, Contracting Authority and Handback Engineer shall again meet within ninety (90) days after the Handback Meeting in order to finalize the detailed procedures and milestones for the Handback Process. Thereafter, the Concessionaire, the Contracting Authority and the Handback Engineer shall meet at regularly scheduled monthly meetings (at times that are agreed between the Concessionaire and the Contracting Authority) up to the Handback Date to discuss and review any issues that arise relating to the Handback Process

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and/or the fulfillment of the Handback Requirements. The Concessionaire shall prepare all the notes/minutes of all such meetings and submit them to the Contracting Authority.

### **Handback Requirements**

- 17.10 The Concessionaire shall provide any and all reasonable assistance to the Contracting Authority that, in the opinion of the Contracting Authority, is necessary to satisfy the Handback Requirements. In addition to its other responsibilities under article 17, the Concessionaire shall be responsible to fulfill the following requirements (“**Handback Requirements**”).

### **Site and Airport Assets**

- 17.11 On the Handback Date, the Concessionaire shall deliver and transfer the rights to the Site and the Airport Assets to the Contracting Authority. At the time of such transfer, and as of the Handback Date, the Site and the Airport Assets shall satisfy the Handback Conditions.
- 17.12 During the Handback Period, the Concessionaire shall undertake, at its own costs and expenses, the implementation and completion of the Renewal Works, regardless of whether or not the actual cost of such Renewal Works exceeds the Renewal Cost identified in the Initial Inspection performed by the Handback Engineer.
- 17.13 On or before the Handback Date, the Concessionaire and the Contracting Authority shall sign:
- (a) An agreement or some agreements pursuant to which the Movable Properties owned by the Concessionaire shall to be transferred to the Contracting Authority on the Expiry Date;
  - (b) An agreement or some agreements or notarial acts (type of agreements will be in discretion of the Contracting Authority, in line with the Applicable Law) according to which Immovable Properties owned by the Concessionaire shall be transferred to the Contracting Authority on the Handback Date;
  - (c) An agreement or some agreements between the Concessionaire, the Contracting Authority and contractors/subcontractors providing any Airport Services, at the discretion and election of the Contracting Authority, pursuant to which any agreement between the Concessionaire and any such contractors/subcontractors relating to the provision of Airport Services is to be renewed or assigned to the Contracting Authority on the Handback Date; and
  - (d) An agreement or some agreements between the Concessionaire, the Contracting Authority and any lessee of Immovable Properties, at the discretion and election of the Contracting Authority, pursuant to which any lease agreement between the Concessionaire and any such lessee relating to Immovable Properties is to be renewed or assigned to the Contracting Authority on the Handback Date.

### **Employees**

- 17.14 The Concessionaire shall:
- (a) Take all the actions necessary to inform employees about the termination of contractual relationships on the Handback Date;

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- (b) Provide the Contracting Authority with sufficient information to enable the Contracting Authority to make offers for employment to any employee it may choose (at its absolute discretion) to offer employment commencing on or after the Handback Date, on such terms and conditions as may be agreed between the Contracting Authority and the applicable employee(s);
- (c) Undertake the necessary actions to transfer to the Contracting Authority the employment of any employee who accepts an offer of employment from the Contracting Authority;
- (d) Be responsible for any employment entitlements accrued by any employee up to the Handback Date;
- (e) Provide for each employee transferring to the Contracting Authority from the Concessionaire that all records kept regularly and with due diligence on such employee are transferred to the Contracting Authority.

### **Books and Records**

- 17.15 On the Handback Date, the Concessionaire shall return to the Contracting Authority in electronic form and/or hard copy form, if so required by the Contracting Authority, all information and records which are reasonably needed to ensure efficient operation of the Airport Assets. No later than one hundred and eighty (180) days prior to the Handback Date, the Contracting Authority and the Concessionaire shall agree on those documents and records that shall be returned to the Contracting Authority.
- 17.16 All information provided to the Contracting Authority shall be accurate, comprehensive and up-to-date in all respects.

### **Potential Claims**

- 17.17 The Site and the Airport Assets shall be transferred to the Contracting Authority by the Concessionaire, free and clear of any claims or actions by third parties.

### **Agreement Guarantees**

- 17.18 The Concessionaire shall assign to the Contracting Authority all the unexpired guarantee rights and all the guarantee rights of its subcontractors and suppliers relating to the Airport Services or the Airport Assets.

### **Technology and know how**

- 17.19 Subject to the rights of any third party, including proprietary rights permitted under this Agreement, the Concessionaire shall provide to the Contracting Authority (i) an irrevocable royalty-free license (*royalty free license*) in respect of use of all technical documents, including SIA intellectual and industrial property; and (ii) a copy of all technical documents, including functional specifications, operating manuals, and business processes and charts, necessary to support continuous operation of SIA Assets.

### **Environmental Survey**

- 17.20 The Concessionaire and the Contracting Authority shall jointly prepare a Handback Period baseline environmental survey for the Site. The Concessionaire shall be responsible for: (i) the remediation and elimination of any environmental contamination identified in this baseline

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environmental survey; or (ii) any reasonable costs incurred by the Contracting Authority to remediate and eliminate such contamination. The Concessionaire agrees and accepts that if any environmental contamination is discovered during the first three (3) years after the Handback Date, and to the extent such environmental contamination is attributable to activities prior to such Handback Date, the Concessionaire shall be solely responsible for such environmental contamination, including any remediation and elimination thereof.

### **Latent Defects**

- 17.21 The Concessionaire shall be responsible for rectifying any latent defects arising in any portion of any Airport Assets constructed during the last three (3) years of the Term of this Agreement, and shall undertake to remedy and repair any such defect regardless of its scope and quantity. The Concessionaire shall also be responsible for rectifying any physical damage caused by the Concessionaire's works to remedy such defect for a period of two (2) years after the Expiry Date. For the purposes of this article, latent defects shall be defects which could not be reasonably examined or detected by the Contracting Authority.
- 17.22 On or prior to the Handback Date, the Concessionaire shall deliver to the Contracting Authority (i) an irrevocable and unconditional bank guarantee in form and substance acceptable to the Contracting Authority, securing the performance of the Concessionaire's obligations in paragraph (a) above and under article 18.4.7, issued by a bank with a good reputation and licensed in the Republic of Albania to do such business acceptable to the Contracting Authority, in favor of the Contracting Authority in the aggregate amount of (5%) five percent of the aggregate capital cost of all Airport Assets constructed during the last three (3) years of the Term of this Agreement, valid for the period of three (3) years after the Expiry Date; or (ii) evidence satisfactory to the Contracting Authority that it has procured insurance policies on behalf of the Contracting Authority for the remediation of latent defects (described in paragraph (a) above) and of environmental contamination attributable to activities prior to the Handback Date.

### **Handback Report**

- 17.23 No later than one hundred and twenty (120) days prior to the Expiry Date, the Concessionaire shall submit to the Contracting Authority a report outlining for each issue set out in articles 17.10 - 17.22 the actions taken by the Concessionaire necessary for it to comply with the obligations contained herein. Within ten (10) days following the receipt of such report, the Contracting Authority and the Concessionaire shall meet and endeavor to agree on the actions that are required to be taken and a program for delivery and acceptance. If the Contracting Authority and the Concessionaire fails to agree within ten (10) days after the commencement of such discussions, such issue shall be referred for resolution pursuant to article 21.3, in order to make a decision. The Contracting Authority and the Concessionaire shall use their best and reasonable endeavors to cause such Independent Expert to render his determination not later than thirty (30) days after being appointed.

### **Completion**

- 17.24 No later than thirty (30) days prior to the Handback Date, the Concessionaire and the Contracting Authority shall, together with the Handback Engineer, conduct a joint inspection of the Site and the Airport Assets ("**Handback Inspection**"). On or prior to the Handback Date, the Contracting Authority shall either issue to the Concessionaire a Handback Certificate substantially in the form set forth in Annex 24, certifying that the Site and the Airport Assets comply with the Handback Conditions and that the Handback Requirements have been satisfied ("**Handback Certificate**"), or notify the Concessionaire in writing of its decision not to issue a Handback Certificate and state the reason for such decision ("**Refusal**

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**Notice**”). The Contracting Authority may refuse to issue a Handback Certificate only if: (i) the Concessionaire has failed to complete all of the Renewal Works, (ii) the Site and the Airport Assets for any other reason do not comply with the Handback Conditions; or (iii) the Handback Requirements have not been satisfied in full. If the Contracting Authority does not issue a Handback Certificate or a Refusal Notice within the time required, a Handback Certificate shall be deemed to have been issued pursuant to this article.

- 17.25 Any Refusal Notice shall specify the clear and detailed reasons of such refusal. The Concessionaire may, within thirty (30) days after the receipt of a Refusal Notice, object on reasonable grounds to any matter set out in the Refusal Notice, and provide clearly and in detail all the reasons for such objection. The Contracting Authority and the Concessionaire shall use their reasonable endeavors to reach a mutually acceptable agreement on all the matters set out in the Refusal Notice, but in the absence of an agreement within ten (10) days after the receipt of such notice by the Contracting Authority, either Party may refer the matter to an independent expert pursuant to article 21. The Contracting Authority and the Concessionaire shall use their best and reasonable endeavors to cause such independent expert to render his determination not later than forty-five (45) days after being appointed.
- 17.26 If it is agreed or determined by the independent expert that (i) the Concessionaire has not completed the Renewal Works, (ii) the Site and the Airport Assets do not comply in all respects with the Handback Conditions, or (iii) the Handback Requirements have not been satisfied in full, then, without prejudice to any other right or remedy of the Contracting Authority, the Concessionaire shall pay to the Contracting Authority an amount equal to the estimated cost of (A) completing such Renewal Works, (B) procuring that the Site and the Airport Assets comply in all respects with the Handback Conditions, and (C) satisfying the Handback Requirements, as determined by the independent expert (“**Handback Amount**”). Such payment shall be made not later than ten (10) days after such estimated cost has been determined by the independent expert. In the event the Concessionaire disputes any portion of the Handback Amount, the Concessionaire may refer such Dispute for resolution pursuant to article 21.
- 17.27 The Contracting Authority may draw upon the Agreement Security to satisfy any failure by the Concessionaire to pay the Handback Amount as required by article 17.

### **Successor Operator**

- 17.28 The Contracting Authority may, at any time during the Handback Period, appoint a Successor Operator. In such event, the Contracting Authority shall notify the Concessionaire of such appointment, specifying in the notice the name of the Successor Operator and its contact point throughout the Handback Process.
- 17.29 In the event a Successor Operator is appointed, then all references to the Contracting Authority in article 17 shall be deemed to apply to both the Contracting Authority and the Successor Operator; provided that delivery of any physical items need only be delivered to either the Contracting Authority or the Successor Operator as instructed by the Contracting Authority.

## **18. RESTRICTIONS ON THE TRANSFER TO THE CONCESSIONAIRE**

- 18.1 The Concessionaire shall notify on time the Contracting Authority on the proposed transaction and submit to the Contracting Authority every detail reasonably requested by the Contracting Authority, in accordance with the following obligations:
- 18.2 The Concessionaire shall undertake that:

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- (a) From the Effective Date to the Operation Date, the transfer of the Concessionaire's quota/shares or interests among the Bidders shall be subject to the preliminary approval of the Contracting Authority, which cannot be unreasonably delayed or refused. Any approval or refusal by the Contracting Authority shall be granted within 30 days upon the receipt of the written notice. In case of a non-response by the Contracting Authority within thirty (30) days, the approval shall be deemed as granted;
- (b) From the Effective Date, the transfer of the Concessionaire's quota/shares or interests to Third Parties shall be subject to the preliminary approval of the Contracting Authority, which cannot be unreasonably delayed or refused. In any case, the new partner/shareholder shall meet sufficient financial and technical criteria to fulfill the transferer's obligations under this Agreement. Any approval or refusal by the Contracting Authority shall be granted within 30 days upon the receipt of the written notice. In case of a non-response by the Contracting Authority within thirty (30) days, the Concessionaire shall have the right to address again the Contracting Authority with a request for approval. In case of a non-response by the Contracting Authority within a second term of ten (10) days, the approval shall be deemed as granted.
- 18.3 Apart from what has been provided for in paragraph 18.2.(a), no later than 3 months from the Operation Date, each partner/shareholder may transfer its quota/shares or interests they hold or possess to the Concessionaire, an Affiliate of this partner/shareholder, sending a notice to the Contracting Authority, at least 20 days prior to this transfer.
- 18.4 The Concessionaire shall ensure that every beneficiary or cessionary of the Concessionaire's shares or every cessionary of the rights and obligations, under this Agreement, at the reasonable discretion of the Contracting Authority, adheres to this Agreement and signs agreements or documents that may be requested by the Contracting Authority, acting reasonably to give full effect to obligations under this Agreement.
- 18.5 Every request of the Concessionaire and/or its partners/shareholders on the transfer of quota/shares or interests that members own to the Concessionaire, shall be accompanied by: (i) relevant registration document of the cessionary at the relevant commercial register; (ii) evidence that the cessionary has an active status and is not found in a situation of insolvency, liquidation procedure, bankruptcy or dissolution; (iii) financial evidence (audited balance sheets) of the last 3 years, demonstrating the cessionary's financial capacity; (iv) evidence demonstrating the cessionary's technical capacity; (v) list of cessionary's end beneficiaries, who own directly or indirectly, at least 25% of the Concessionaire's quota/shares/interests. In the absence of such documents and evidence, the request shall be deemed incomplete.

## **19. TRANSFER, DELEGATION AND SUBSTITUTION**

### **Transfer by the Concessionaire**

- 19.1 The Concessionaire cannot delegate or transfer (a) this Agreement or any contract or agreement thereof, (b) its rights and obligations set forth herein or in contracts or agreements thereof, (c) or any asset, without the preliminary approval of the Contracting Authority. The Concessionaire shall not transfer the Operation and Maintenance Agreement, and change the Operator without a preliminary written approval by the Contracting Authority. The Contracting Authority shall not unreasonably delay or refuse such approval, responding to the Concessionaire about this request for approval, no later than 40 (forty) calendar days from the day the Contracting Authority has received the request from the Concessionaire. The silent approval shall not be applied for this paragraph.

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### **Transfer by the Contracting Authority**

- 19.2 The Contracting Authority cannot transfer this Agreement or its rights and obligations, without the preliminary approval of the Concessionaire.

### **Creation of Security Charges**

- 19.3 For purposes of financing the Construction Works, the Concessionaire may create a security charge over its rights and interests, under and pursuant to this Agreement, or any other Agreement relating to the Project to which it is a party, any of its Immovable Properties and other assets in its ownership, pursuant to the Financing Agreement. The holder and beneficiary of any security charge created under this article 19.3 shall not be impeded by the Contracting Authority from enforcing such security charges in accordance with its terms. Notwithstanding the foregoing provisions, the Concessionaire should notify the Contracting Authority for the creation of a security charge and to receive its preliminary approval.

## **20. WAIVER OF IMMUNITY**

- 20.1 Pursuant to the Applicable Law, the Parties shall, irrevocably and unconditionally, waive and accept that they will not make claims on their immunity, revenues, relevant properties or assets, for any notification procedure, lawsuit, jurisdiction, legal proceedings, arbitral award, intermediate decision, court decision, execution. In order to avoid any doubt, the waiver of immunity shall not include properties that are subject to provisions of the Vienna Convention on Diplomatic Relations of 1961.
- 20.2 The Parties shall accept that the final decision awarded in the framework of dispute resolution shall be binding and executable by judicial bodies of the Republic of Albania or relevant jurisdiction awarding the final decision.

## **21. RESOLUTION OF DISPUTES**

- 21.1 The Parties hereto will do their reasonable efforts to settle amicably any dispute arising out of or in connection with this Agreement (including any claim on the existence, validity or its termination). The Party submitting a claim on the dispute shall initially notify the legal representative of the other Party. Both Parties shall meet in good faith within fifteen (15) Business Days from the date of submitting the dispute for resolution.
- 21.2 Every dispute that may arise relating to the provisions of articles 7.8, 11.10, 12 concerning the Construction Works and every Dispute pursuant to article 10.2 (except those on Defects under article 10.4), which could not be amicably resolved in good faith within thirty (30) days after the receipt of the written request of one Party addressed to the other for an amicable settlement of the Dispute, this decision can be appealable by each of the Parties, pursuant to article 21.3.
- 21.3 In case of failure to reach a resolution pursuant to paragraph 21.1 and 21.2 above, the Parties shall address all the disputes in a non-obligatory mediation process, as a condition precedent for any other procedure of dispute resolution. The Concessionaire and the Contracting Authority shall jointly agree on the appointment of a mediator within 30 (thirty) days after the written notice by the Party submitting a claim on the dispute. If the Parties fail to agree on the election of a mediator or if the elected mediator refuses the task, then the Party that raises a claim on the dispute shall have the right to refer the case to the arbitration pursuant to paragraph 23.3. The mediator shall have the adequate experience and expertise to mediate complex issues related to aspects of construction works and/or airport operation and management issues or similar, and shall have professional knowledge of the English

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language. All the discussions and negotiations, part of the mediation process, shall be kept confidential, shall be held in English language and shall not be delegated to another parallel or subsequent procedure, for the dispute resolution until a legal and binding agreement is reached. In case the Concessionaire and the Contracting Authority accept the mediator's recommendations or reach a bilateral agreement for the dispute resolution, such agreement shall be drafted in writing and, after being signed by representatives of both Parties, shall be binding to the Concessionaire and the Contracting Authority. Both Parties shall pay the mediation expenses proportionally, but each will separately afford costs for their preparation and participation in this mediation process. In case the Parties fail to reach an agreement within 30 days after the appointment of a mediator, then each Party may submit the dispute for resolution to arbitration pursuant to paragraph 23.3 below.

- 21.4 All the disputes related to and deriving from the Agreement, which cannot be resolved pursuant to the paragraph 21.3 above, shall be subject to the arbitration procedure in accordance with relevant rules and procedures of the arbitration of the International Chamber of Commerce (ICC Rules). The arbitral tribunal shall consist of one or more arbitrators elected in line with the ICC Rules and the place of arbitration shall be London, and the language used in arbitration procedures shall be English.
- 21.5 For clarity purposes, the arising of a dispute or continuation of dispute resolution procedures shall not violate the Parties' obligations, including obligations on payments under this agreement. An amount shall be deemed due and will be paid in full while the dispute resolution is pending. The reconciliation of paid amounts shall be made immediately after and based on the final dispute resolution.

## **22. GOVERNING LAW**

This Agreement and any dispute or claim deriving from or relating to it (including out of context claims) shall be governed and interpreted in accordance with the laws of the Republic of Albania.

## **23. NOTICES**

- 23.1 Any notice or correspondence between Parties relating to this Agreement shall be in writing, and shall be deemed delivered if delivered in person, or sent by prepaid registered mail, via couriers in the address of the other Party given below, facsimile transmission to the fax number of the other Party, or email to the received address (accordingly), provided that, if no mail address or email and/or fax number for the receipt of notice has been provided, such notices shall not be delivered through these means of communication.
- 23.2 The addresses for delivery of the Parties shall be those provided below, or any other address as any Party may notify in writing to the other Party for this purpose.

- (a) For the Concessionaire

[ADDRESS]

[EMAIL]

[FAX]

- (b) For the Contracting Authority

[ADDRESS]

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[EMAIL]

[FAX]

- 23.3 A notice shall be deemed to have been duly served as follows:
- (a) if personally delivered, at the time of receipt;
  - (b) if sent by prepaid registered mail, on the third Business Day following the date of being mailed;
  - (c) if sent by facsimile transmission, upon receipt of a confirmation of delivery.
  - (d) In case of delivery via email, in the moment of arrival at the receiver server and if the sender does not receive a message that is has happened by mistake.
- 23.4 Every notice that is deemed as received in a day that is not a Business Day, or after 17:00, local time in the receiver's location in a Business Day, shall be deemed as received at 09:00, local time in the receiver's location, the following Business Day.
- 23.5 All notices, correspondence or other communications between the Contracting Authority and the Concessionaire in respect of this Agreement or otherwise in respect of the Project shall be in Albanian language.
- 24. MISCELLANEOUS**
- 24.1 This Agreement shall govern all aspects of, and all contractual relationships relating to the Project. Each Party shall ensure that the execution after this Agreement Signing Date of any other agreement relating to the Project will not cause such Party to be in breach of its obligations under this Agreement.
- 24.2 This Agreement, including the Annexes attached hereto, as well as the Bidder's bidding Bid shall constitute the entire Agreement between Parties in relation to the Project, and shall replace all the previous agreements, entered into in writing or verbally between the Parties in relation to the Project.
- 24.3 With regards to confidential information exchange, the receiving Party shall keep confidential and shall not disclose, without the preliminary written approval of the granting Party, all drawings, records, data, balance sheets, reports, confidential documents and information, either technical, commercial or financial, which have been granted by or on behalf of the granting Party related to the Project, except for the following:
- (a) which is currently disclosed or will be disclosed in the future, except of the case it is disclosed as a result of violation of the confidentiality obligation, or that can be obtained from other sources, other than the Parties;
  - (b) when and to the extent required by the Applicable Law to be granted to every person authorized by the Applicable Law to obtain it;
  - (c) when and to the extent required to be granted by rules of a well-known stock exchange where the shares of the Party giving information are or are proposed for occasional quoting or listing;

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- (d) when and to the extent required to be granted in a court, by an arbitrator or an administrative court during the procedures in which the Party providing information is a party;
- (e) that one Party gives the Independent Engineer, an official or its employer or an Affiliate, or official or employee of the Affiliate who requests information to enable the adequate performance of their duties, provided that these persons apply the confidentiality obligations equally to those provided for in article 20;
- (f) that one Party provides to one of the consultants, banks, finance officers, insurers or its advisers or any of the Affiliates or consultants, banks, finance officers, insurers or advisers of the Affiliate, provided that these persons apply the confidentiality obligations equally to those provided for in article 24.3;
- (g) that the Concessionaire provided in good faith to a potential investor or purchaser of the shares of the Concessionaire (or consultants, banks, finance officers or their professional advisers), provided that these persons apply the confidentiality obligations equally to those provided for in article 24.3; or

To avoid doubt, each Party shall be responsible for any violation of the confidentiality obligation pursuant to article 24.3.

- 24.4 This Agreement or any of its provisions may change after the written approval of both Parties, and by signing the relevant instrument (annex), which shall be an integral and inseparable part of the Agreement, only after its approval and signing by both Parties.
- 24.5 Any condition or formulation that may result unclear shall be interpreted in the context of the Agreement entirety and in the view of the purpose of encouraging the Parties to enter into this Agreement.
- 24.6 In case one or some of the provisions included in this Agreement, or in any other instrument referred herein, shall be deemed, for any reason, void, unlawful or inapplicable in every aspect, then, to the maximum extent allowed by the Applicable Law, such invalidity, unlawfulness or inapplicability shall not affect any other provision of this Agreement or another instrument, and the Parties shall remedy in good faith this provision in a way that it would not be void, unlawful or inapplicable.
- 24.7 In case when one Party grants the other Party a period of remission, remedy or deadline extension, or does not apply or exercise any of its rights or legal means, or delays to act as above, the rights and legal means of that Party related to this Agreement shall, in no event, be decreased or ceased.
- 24.8 None of the Parties shall be deemed as waiving from any provision of this Agreement, except when such a waiver is made explicitly in writing. The lack of persistence from each Party to correctly fulfill each of the provisions of this Agreement, or to benefit from each of its rights, under this Agreement, shall not be interpreted as a waiver from such provision, or waiver from such rights in the future.
- 24.9 The Parties, at any time, shall perform all other actions, and sign and submit every other act and document that is deemed as necessary to fulfill and apply provisions of this Agreement. This Agreement has been drafted exclusively for the benefits of the Contracting Authority and the Concessionaire, and no third party shall have any rights or be deemed a beneficiary of such rights, except when explicitly provided for herein.

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- 24.10 Except for and to the extent specifically defined in this Agreement, none of the Parties shall have the right to any other indemnification right or any other right under the Agreement, in relation to any violation or non-fulfillment by the other Party under this Agreement.
- 24.11 This Agreement shall be drafted in four (4) copies in the Albanian language and four (4) copies in the English language. In the event of any conflict between the Albanian version and the English version, the Albanian Version shall prevail.

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## **LIST OF ANNEXES**

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