



ΠΡΕΣΒΕΙΑ ΤΗΣ ΕΛΛΑΔΟΣ
ΤΙΡΑΝΑ
ΓΡΑΦΕΙΟ ΟΙΚΟΝΟΜΙΚΩΝ &
ΕΜΠΟΡΙΚΩΝ ΥΠΟΘΕΣΕΩΝ

ΑΔΙΑΒΑΘΜΗΤΟ
ΕΠΕΙΓΟΝ-ΠΡΟΘΕΣΜΙΑ ΕΩΣ 23.09.2021

Τίρανα, 03 Αυγούστου 2021
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ΠΡΟΣ : ΠΙΝΑΚΑ ΑΠΟΔΕΚΤΩΝ

ΚΟΙΝ.: Υπουργείο Εξωτερικών
- Διπλ. Γραφείο κ. Πρωθυπουργού
- Διπλ. Γραφείο κ. Υπουργού
- Διπλ. Γραφείο κ. Αναπλ. Υπουργού
- Διπλ. Γραφείο Υφυπουργού κ. Φραγκογιάννη
- Γραφείο κ. Γεν. Γραμματέα ΔΟΣ & Εξωστρέφειας
- Γραφεία κ.κ. Α' και Β' Γεν. Δ/ντών
- Α3, Β1, Β2 & Β4 Διευθύνσεις

Ε.Δ.: Πρεσβεία Τιράνων
- Υπ' όψιν κας Πρέσβεως

ΘΕΜΑ: Προκήρυξη ανοικτού διαγωνισμού για τον σχεδιασμό, κατασκευή, συντήρηση και παραχώρηση του Διεθνούς Αεροδρομίου Αγίων Σαράντα.

Σας γνωρίζουμε ότι Α/Υπουργείο Υποδομών και Ενέργειας προκήρυξε **ανοικτό διαγωνισμό** επιλογής αναδόχου για το σχεδιασμό, κατασκευή, συντήρηση και παραχώρηση του **Διεθνούς Αεροδρομίου Αγίων Σαράντα**.

Ο εκτιμώμενος προϋπολογισμός του έργου ανέρχεται σε **€34,320,000 εκατ.** (πλέον ΦΠΑ) και η διάρκεια παραχώρησης σε 35 έτη.

Η υποβολή των προσφορών πρέπει να πραγματοποιηθεί το αργότερο έως τις **23 Σεπτεμβρίου 2021 (12:00μμ)**, μέσω της διαδικτυακής πλατφόρμας www.app.gov.al.

Όλα τα σχετικά έγγραφα του διαγωνισμού είναι διαθέσιμα στην ιστοσελίδα του Α/Υπουργείου Υποδομών και Ενέργειας, στο σύνδεσμο: <https://www.infrastruktura.gov.al/shpallje/>. Προς διευκόλυνση και πληρέστερη ενημέρωσή σας, αποστέλλονται, με ηλεκτρονικό ταχυδρομείο, η προκήρυξη του διαγωνισμού, το τεύχος δημοπράτησης και οι τεχνικές προδιαγραφές του έργου.

Ο Προϊστάμενος κ.α.α.

Χαράλαμπος Παπαδόπουλος
Γραμματέας ΟΕΥ Α'

Συν.:3 αρχεία



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

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

Name Kledia Ngjela
Address Ministry of Infrastructure and Energy
Email 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
X	<input type="checkbox"/>	<input type="checkbox"/>

IV.2 Selection criteria for the winner

Regarding the importance:

No.	Criteria	Points
1	Brief summary and project's strategic reasoning including:	34
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	10

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

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

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)

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.

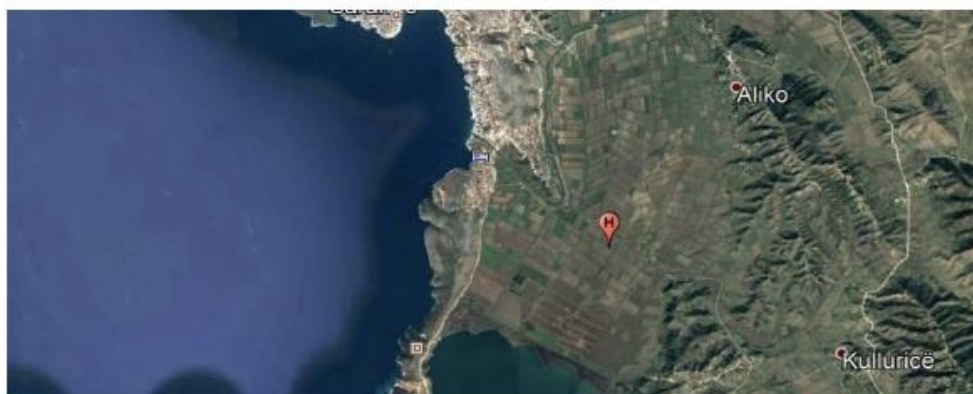


Figura 11: Vëndndodhja e Aeroportit te Ri - Sarande

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.

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
1	Brief summary and project's strategic reasoning including:	
	a Land zoning plan according to airport facilities	
	b Value added Solution	
	c Social responsibility:	
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.	
3	Operation and Maintenance (O&M) experience	
4	Experience on obtaining funds	
5	Traffic growth capacity	
6	Concessionary fee	
7	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.

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	
I HEREBY CERTIFY THAT:	
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
Signature	
Seal of the Contracting Authority	

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:	34	-
	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.	10	$P_i = \frac{A_i}{A_{max}} * P_k$
3	Operation and Maintenance (O&M) experience	9	$P_i = \frac{OM_i}{OM_{max}} * P_k$
4	Experience on obtaining funds	10	$P_i = \frac{L_i}{L_{max}} * P_k$
5	Traffic growth capacity	14	-
6	Concessionary fee	12	$P_i = \frac{F_i}{F_{max}} * P_k$
7	Time of putting into operation	11	$P_i = \frac{T_{min}}{T_i} * P_k$

Symbols annotation:

P_i – Bidder's score

A_i – Number of bid airports by the Bidder

A_{max} – Maximum airport bid number

OM_i – Number of airports operated by the Bidder
OM_{max}-Maximum number of bids for operated
airports
L_i – bidder's amount of contracted funds per
project
L_{max}- highest amount of funds obtained per
project
F_i – concessionary fee bid
F_{max} – highest concessionary fee bid
T_i – bidder's time of putting into operation
T_{min} – minimal time offered for putting into operation
R_i – bidder's amount of “minimum guaranteed revenues”
R_{min}- lowest bid amount of bidder's “minimum guaranteed
revenues”
P_k – 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.

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"> • Security of light fittings and tightness of security nuts. • Condition or approach lighting and associated cabling (monthly only).
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).