

## QUESTION

1. According to the Tender Document Clause 1.3.1 Design experience; we understand in case the Bidder is a Joint Venture and the member who is providing the design experience is demonstrating the experience from a contract that was undertaken as a Joint Venture, the member should have at least the 25 % share of the demonstrated experience.

Please clarify whether the experience that the construction is substantially completed and reached up to 85% of its physical completion, would be accepted as Design experience.

## ANSWER

The relevant criteria are described in detail in the Tender Documents (attached doc) in Appendix 9, Chapter 2.

Section 1.3 (page 41)

*1.3. Technical capacity:*

*The Bidder, in order to be deemed as technically and professionally capable, **must** accumulatively have and demonstrate the required Experience in Design, Construction, Operation and Maintenance of the Road as well as the Professional Capacity in accordance with the provisions below:*

Relevant to sub-question c)

Section 1.3.1 Design experience (Page 41)

*“The Bidder or, if the Bidder is an Joint Venture, Members thereof that have been declared as responsible for carrying out the Design, must have, within the last 6 (six) years (2014 – 2019), experience in the planning and design of motorways (Road Design) at least (50) km long in total. The Bidders, who during the Bid Submission **have completed the execution of the above-mentioned project(s)**, on the condition that it(those) have been approved by competent authorities, .....*”

According to the above paragraph of the Tender, the Bidders **must have completed the execution the project(s), i.e.: the project(s) have been entirely completed (100%) and have been approved by competent authorities.**

## QUESTION

2. According to the Tender Document Clause 1.3.2 Construction experience; we understand in case the Bidder is a Joint Venture and the members shall meet the requirement accumulatively in

accordance with the percentage of the shares in the submitted contract. In each contract submitted; the member who owns that experience should have at least 30 % share of that demonstrated experience and in this case contract price will be consider in accordance with the percentage.

### 1.3.2. Construction experience

*If the Bidder or, in case the bidder is a Joint Venture, Members thereof or the associates that have been declared as responsible for participating in the Constructor, has constructed Acceptable Projects as member of the Joint Venture, they can, towards demonstrating their Construction Experience, invoke the contract price of the Acceptable Project, provided that they have participated in the construction Joint Venture with a percentage of at least 30%. In this case, each Bidder can invoke each Acceptable Project once. **If the participation of the economic operator in the construction of the Acceptable Project is less than 30%, then, for the calculation, the contract price weighted according to the percentage of the participation of the economic operator in the construction Joint Venture is taken into consideration.***

Please also clarify the consideration (described in bold) in case the participation share in the demonstrated contract is less than 30%. (We do not understand the difference in each case)

## ANSWER

Section 1.3.2, Construction experience, last paragraph (Page 42):

III. *“If the Bidder or, in case the bidder is a Joint Venture, Members thereof or the associates that have been declared as responsible for participating in the Constructor, has constructed Acceptable Projects as member of the Joint Venture, they can, towards demonstrating their Construction Experience, **invoke the contract price of the Acceptable Project, provided that they have participated in the construction Joint Venture with a percentage of at least 30%.** In this case, each Bidder can invoke each Acceptable Project once.....”*

According to the above, if the Bidder (or in case the bidder is a Joint Venture, each Member of it), has constructed an Acceptable project as a Member of Joint Venture/Consortium, then the Bidder is allowed to present in its experience the total contract price, if he had participated in the construction Joint Venture with a percentage of at least 30%.

However, if more than one Member of a Joint Venture under the present tender have participated in the same relevant past construction Joint Venture, then only one Member of the present tender Joint Venture can invoke the project with its total budget (i.e.: the total contract value of a specific project cannot be counted more than once in the total experience of the bidding JV).

Relevant to sub-questions c)

Section 1.3.2, Construction experience last paragraph (Page 42):

*III. "If the Bidder or,.....**If the participation of the economic operator in the construction of the acceptable Project is less than 30%, then, for the calculation, the contract price weighted according to the percentage of the participation of the economic operator in the construction Joint Venture is taken into consideration.**"*

According to the above, if the Bidder - or in case the bidder is a Joint Venture a Member of the JV - has constructed an acceptable project as a Member of Joint Venture/Consortium with a percentage of participation in the (past) Joint Venture (JV) **lesser than 30%, then only the actual amount constructed (corresponding to his percentage of participation in the JV) can be counted.** (that is, if the share constructed is 20% of the past project, only 20% of the project value can be claimed as construction experience).

In such a case, though, the minimum threshold of the Acceptable Project (any infrastructure project) is applied on the above weighted contract price. That means that if the weighted contract price is less than 200.000 EUR cannot be presented as the required experience.

## **QUESTION**

3. According to tender document Clause 1.3.3 O&M Experience, Sub Clause 1.3.3.2; the requirement is not clear. It is clear that in case the Bidder is a JV, then the experience will be provided by at least one member of the Bidding JV. In the following section of the clause however, it may be understood that;

- a) the member demonstrates the experience, shall have at least 90 % of the share in the Bidding JV?
- b) the member demonstrates the experience shall have at least 90 % of the share in the demonstrated experience in case of that experience performed by a JV

Please clarify which scenario, a) or b), explains the criteria?

In Scenario a);

It would be very unfair on the other members (which may be another operator providing experience for the criteria as well) in the bidding JV as it is a very big share to hold.

It also conflicts with the Clause 1.3.3.1 which clearly states that in case the applicant is single firm, it should have at least 30 % direct participation in the demonstrated experience in case of that experience performed by a JV.

## **ANSWER**

Appendix 9, paragr.1.3.3.2 (page 43)

*“In case of a Joint Venture and/or Companies, the Experience in Operation, Maintenance and Exploitation **must be held by at least one member thereof, who participates in the Joint Venture of Persons with a percentage no less than 90%.** It is noted that this member of the Joint Venture of Persons, will keep the above mentioned percentage of their participation in the capital share of the SPS for a defined period of time in accordance with the special provisions of the Concession Agreement.”*

According to the above, at least one member of the Joint Venture and/or Companies must have the required experience in Operation, Maintenance and Exploitation (2 Acceptable projects).

## QUESTION

4. According to tender document Clause 1.3.3 O&M Experience, Sub Clause 1.3.3.1;

The wording is not clear to understand the requirement for the length of the road in the Acceptable project.

As it was stated as “accumulatively per contract” and not “accumulatively as per contract” or “as per contract” there may be a misunderstanding for the requirement.

Please clarify whether the EACH required Acceptable should be 100 km long or they should reach to 100 km together accumulatively.

## ANSWER

Tender Documents, ENGLISH VERSION Appendix 9, par. 1.3.3.1 (page 43) mention:

*“..Acceptable Projects that demonstrate experience in the fields of maintenance, operation and exploitation, are projects of **Motorways at least one hundred (100) kilometers long accumulatively per contract.....**”*

The Contract for maintenance, operation and exploitation must refer to Motorways at least one hundred (100) kilometers long, either as one single Motorway or as more than one section of Motorways which are not necessarily connected to each other but all sections are included in the same Contract.

Further, Tender Documents, ALBANIAN VERSION Appendix 9, par. 1.3.3.1 (page 42) mention:

*“...Projektet e Pranueshëm që dëshmojnë përvojë në fushat e lartpërmendura janë projektet e Autostradave me një gjatësi minimumi 100 (njëqind) kilometra për kontratë...”*

*“...Acceptable Projects that demonstrate experience in the fields of maintenance, operation and exploitation, are projects of Motorways with a minimum length of 100 (one hundred) kilometers per contract.....”*

Tender documents in Albanian language are the official documents approved by the Council of Ministers. In case of differences between the Albanian and English versions the text in Albanian is the official one.

According to the above the Acceptable Projects is one single Motorway with a minimum length of 100 (one hundred) kilometers, which is included in one Contract.

## **QUESTION**

5. As indicated in sub-clause 1.3.3.2 in Appendix 9 on Page 43 of Preceding Documents for Competition Concession/Private Public Partnership Procedure for this project, “In case of a Joint Venture and/or Companies, the Experience in Operation, Maintenance and Exploitation must be held by at least one member thereof, who participates in the Joint Venture of Persons with a percentage no less than 90%. It is noted that this member of the Joint Venture of Persons, will keep the above mentioned percentage of their participation in the capital share of the SPS for a defined period...”, please confirm whether the above-mentioned 90% in percentage of Joint Venture of Persons and Capital Share of the SPS is alterable or not? Is it allowed to be lowered? The key members in Joint Venture include financing and contracting and Operation & Maintenance members, if there is only one member charge for O&M, could you please reduce the proportion ? Is it possible to allocate the shareholding ratio by itself in accordance with their respective obligations?

## **ANSWER**

Appendix 9, paragr.1.3.3.2 (page 43)

*“In case of a Joint Venture and/or Companies, the Experience in Operation, Maintenance and Exploitation **must be held by at least one member thereof, who participates in the Joint Venture of Persons with a percentage no less than 90%**. It is noted that this member of the Joint Venture of Persons, will keep the above mentioned percentage of their participation in the capital share of the SPS for a defined period of time in accordance with the special provisions of the Concession Agreement.”*

According to the above, at least one Member of the Joint Venture and/or Companies must have the required experience in Operation, Maintenance and Exploitation (2 Acceptable projects).

## **QUESTION**

6. Please clarify whether the responsibilities and expenses for the project land acquisition, the coordinated relocation and compensation of residential houses that affect road construction, and the relocation of public facilities are borne by the government or the bidder?

## **ANSWER**

The procedures for the land expropriation will be implemented by the Government of Albania (GoA) - under MIE initiative– after the contract will be signed. Therefore, the expropriations will be based on the technical designs elaborated by the Concessionaire and agreed with the MIE. The expenses generated by the required land (and buildings if there are) expropriation will be covered by the GoA.

## **QUESTION**

7. As indicated in Appendix 12 EVALUATION CRITERIA, regarding Max Guarantee Amount on Page 78 of Preceding Documents for Competition Concession/Private Public Partnership Procedure for this project, “The concessionaire can receive this support amount –guarantee over Concession period ... The total guarantee amount can not be exceeded that amount of 121.324.770 Euro”, we kindly request you to clarify how this indicated guarantee amount is secured, whether the guarantee amount is included in the annual fiscal budget and paid by the government every year? And what kind of guarantee the Government prefers to offer, it is cash, letter of guarantee or government commitment letter or sovereign guarantee?

## **ANSWER**

The Ministry of Infrastructure and Energy, as Contracting Authority, is responsible for all aspects related to the contract, therefore, including the “Support Amount-Guarantee”.

The offered annual maximum “Support Amount-Guarantee” by the Concessionaire, will be included in the Ministry’s planned Budget for the relevant years and it will be paid in cash. The maximum foreseen amount of the Guarantee has already being approved according to the relevant Albanian legislation.

## QUESTION

8. It is stated in Tender Document the total length of project has been divided into 3 sections and the required deadline to complete the construction of these 3 sections is different. As a result, please clarify the preferred commencement to enter concession period, after the completion of all three sections or section by section.

## ANSWER

The Motorway is divided in the following six Sections (see Introduction and Appendix 14):

Section 1 Milot – Thumane (existing alignment)

Section 2 Thumane – Kashar (new alignment)

Section 3 Kashar – Peze Helmes (new alignment)

Section 4- Peze Helmes – Luzi Vogel (new alignment)

Section 5- Luzi Vogel / Lekaj – I/C Rrogozhine (existing alignment)

Section 6- Rrogozhine – beginning of Fier Bypass (existing alignment)

According to Appendix 14 (page 84, EN version) and the presented time chart of project construction and operation there is a distinction in the period of implementation between the Sections that are existing alignments to be upgraded and the Sections that are new alignments:

— existing alignment segments-sections (above sections 1, 5 and 6):

- ✓ The **Commercial Operation** (toll collection) starts right after the completed construction (estimated start day 01/01/2024)

— new alignment segments-sections (above sections 2, 3 and 4):

- ✓ The **Commercial Operation** (toll collection) starts right after the completed construction (estimated start day 01/01/2026)

The Technical Criteria 9, 10 and 11 of Appendix 12 (page 63 EN version) define the maximum offered time for completion of construction as following:

a. Milot – Thumane: above section 1 (existing alignment)

b. Thumane – Luzi Vogel Lekaj above sections 2, 3 and 4 (new alignment)

c. Luz i vogël/Lekaj – Fier above sections 5 and 6 (existing alignment)

## **QUESTION**

9. Please clarify whether the toll currency for pricing and payment is Euro? If it is not the euro, how to determine the exchange rate between the euro and the Albanian lek?

## **ANSWER**

In Appendix 12 (pages 64 and 73) it is stated that the toll rate /km/veh is in EUR.

## **QUESTION**

10. Please provide a complete draft of the concession agreement for this project.

## **ANSWER**

Appendixes 18 and 19 is a draft of the concession agreement which will be further elaborated during the negotiations with the winning Bidder before signing the Contract.

## **QUESTION**

11. Please clarify whether the three sections of roads, Milot-Thumane, Thumane-Luzi vogël/Lekaj, Luzi v vogël/Lekaj-Fier, have a prescribed start date.

## **ANSWER**

(See also the above answer to question 8)

The construction of all Sections starts after the signature of the Contract.

In Appendix 14 (page 84, EN version) the time chart of project construction and operation is presented.

There is a distinction in the period of implementation between the Sections that are existing alignments to be upgraded and the Sections that are new alignments.

According to the time chart:

- the first group of the project sections “Milot-Thumane & Luzi Vogel/Lekaj-Fier Bypass” includes the existing alignment sections (above Q8 sections 1, 5 and 6) and the parts a. & c. as they are mentioned in the appendix 12:
  - a. Milot – Thumane: above section 1 (existing alignment) and
  - c. Luz i vogël/Lekaj – Fier above sections 5 and 6 (existing alignment)

The design and construction phase of the first group of sections starts after the signature of Contract on 01/01/2021 and completed on 31/12/2023 (maximum 36 months). The Commercial operation starts after the completion of these sections on 01/01/2024.

— the second group of the project sections “Thumane- Luz i Vogel/Lekaj” includes the new alignment sections (above Q8sections 3 and 4) and the parts a. & c. as they are mentioned in the appendix 12:

- b. Thumane-Luzi vogël/Lekaj: above sections 3 and 4 (new alignment)

The design and construction phase of the second group of sections starts after the signature of Contract on 01/01/2021 and completed on 31/12/2025 (maximum 60 months). The Commercial operation starts after the completion of these sections on 01/01/2026.

## **QUESTION**

12. If the actual completion date of the three sections of roads is earlier than the completion date described in the bidding, can investors operate the toll roads in advance? How will the operating income be distributed?

## **ANSWER**

The Commercial operation (toll collection) of each section starts after the completion of the section. The Concessionaire can operate the corresponding to the specific section toll stations (and collecting the corresponding to the specific section toll fees), from the date of completion an