



**REPUBLIC OF ALBANIA**



REPUBLIKA E SHQIPËRIË  
MINISTRIA E INFRASTRUKTURËS  
DHE ENERGJISË

**MINISTRY OF INFRASTRUCTURE AND ENERGY**

**BIDDING PROCEDURE DOCUMENTS  
FOR THE SELECTION OF SOLAR PV PROJECTS  
THAT WILL RECEIVE SUPPORT MEASURES,  
AT LOCATIONS IDENTIFIED BY DEVELOPERS**

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## **REQUEST FOR PROPOSAL**

The Ministry of Infrastructure and Energy ("**MIE**") is providing the Bidders with these Bidding Documents and is inviting them to prepare and submit a Proposal (as defined below) as part of the Bidding Pre-Qualification, Qualification and Evaluation Procedure (as defined below) in connection with the Projects (as defined below). This Request for Proposal is the first and single stage for this process.

## **DISCLAIMER**

Neither MIE nor any of its consultants or advisors:

- (a) makes any representation or warranty (express or implied) as to the accuracy or completeness of the information contained herein or in any other document made available to a Bidder (at any time) in connection with the Bidding Procedure;
- (b) shall have any liability for these Bidding Documents, for the Projects or for any other written or oral communication transmitted to a Bidder in connection with the Bidding Procedure or a Bidder's qualification; or
- (c) will be liable to reimburse or compensate a Bidder for any costs or expenses incurred by a Bidder in evaluating or acting upon these Bidding Documents or otherwise in connection with the Bidding Procedure or Projects or otherwise.

These Bidding Documents constitute an invitation to submit one or more Proposals.

## DEFINITIONS

- Admissibility Criteria** means the criteria relating to the legal standing set out in Appendix 10.
- Authorized Representative** means the representative of the Bidder (or in the case of a Consortium, the authorized representative of the Consortium) authorized to sign the Proposal pursuant to the power of attorney in the form of Appendix 6 (*Power of Attorney*).
- Applicable Laws** means, with respect to any party, any internationally binding obligation, constitutional provision, Law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorisation, guideline, Governmental Approval, consent or requirement of any Competent Authority having jurisdiction over such Party or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Competent Authority.
- Bid Security** means the irrevocable bank guarantee provided by a Bidder in order to guarantee such Bidder's compliance with its Bid substantially in the form of Appendix 2 (*Form of Bid Security*).
- Bid Security Validity Period** means the period ending 180 calendar days from the Submission Deadline date, as may be amended or extended at the option given to the Bidders in accordance with section 4.4. of these Bidding Documents.
- Business Day** means any day other than Saturday, Sunday or public holidays as determined by the Applicable Laws in the Republic of Albania.

<b>Ceiling Price</b>	is 59.97 Euro/MWh.
<b>Competent Authority</b>	means any international, national, local or other authority, ministry, inspectorate, department, court, arbitral tribunal, administrative agency or commission or any other governmental, municipal, administrative or regulatory body (in each case to the extent each of the foregoing has jurisdiction over these Bidding Procedure.
<b>Consortium</b>	shall have the meaning specified in paragraph 3.14 of these Bidding Documents.
<b>Contact Person</b>	means the person identified in paragraph 1.1 of these Bidding Documents.
<b>Contract for Differences (CfD)</b>	means the financially settled contract for differences between a Developer and the CfD Counterparty, the terms of which are contained in Appendix 17 and which will apply for the Trading Period II after completion of a Market Readiness Assessment as per pre-set terms, for the payment of a symmetric sliding premium against the reference market price in relation to the energy produced by the eligible Facility.
<b>CfD Counterparty</b>	means the entity designated under applicable Laws to act as a counterparty in a financially settled Contract for Differences which might be without limitation Renewable Energy Operator or any other entity assigned to take this role on a transitory basis.
<b>Contracting Authority or MIE</b>	means the Ministry of Infrastructure and Energy of the Republic of Albania.
<b>Contract Security</b>	has the meaning specified under the Project Development Agreement, as appended in Appendix 16.
<b>Control</b>	means the possibility of exercising decisive influence on an undertaking, natural or legal person, on the basis of shareholding or voting rights, contracts or any other means, either separately or in combination, and having regard to the considerations of fact and law involved.

<b>DCM 822 or Council of Ministers Decision 822</b>	Council of Ministers Decision No. 822, dated 7.10.2015 “On approval of rules and proceedings for the construction of new capacities for the construction of electricity, which are not subject to tender”, as amended.
<b>Developer</b>	means each Selected Bidder at this Bidding Procedure, which will each enter into a Project Development Agreement with the Contracting Authority and a Support Agreement with the Support Counterparty.
<b>DSO</b>	means the distribution system operator, Operatori i Shperndarjes se Energjise Elektrike, OSHEE Sh.a. established and operating in accordance with the Applicable Laws.
<b>Evaluation Criteria</b>	means the criteria for the evaluation of the Financial Bids as determined under Appendix 18 ( <i>Evaluation Criteria and Scoring Methodology</i> ).
<b>Facility</b>	means the electricity generating equipment and related infrastructure, including the solar panels to be located at a site chosen by a Selected Bidder within the Republic of Albania and a transmission line to be developed by a Selected Bidder.
<b>Financial Bid</b>	means the price in EUR per MWh, for the energy produced, to be submitted by a Bidder as part of the Bid, in accordance as per Appendix 1 ( <i>Financial Bid</i> ).
<b>Good Industry Practice</b>	means that degree of skill and care which would reasonably and ordinarily be expected of a contractor experienced in the same type of undertaking (designing, engineering, installing, constructing, completing, commissioning, testing, operating and maintenance) in relation to projects of a similar size, scope, scale, nature and complexity as the Facility.
<b>Governmental Approval</b>	means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorisation issued by or on behalf of any applicable Competent Authority.
<b>Lead Member</b>	has the meaning specified in paragraph 3.14.2 of these Bidding Documents.
<b>Market Readiness Assessment</b>	means: <ul style="list-style-type: none"><li>- the establishment of an electricity exchange and provision of clearing prices by the operator of the electricity exchange which are sufficiently frequent and sound to serve as floating reference prices</li></ul>

against the Electricity Price (as a fixed (strike) price) to enable the financial settlement by reference to the difference between the floating price and the fixed price;

- the readiness of the day-ahead market to deliver a sound reference price is determined by ERE in accordance with the transitory provisions under the Renewable Energy Law based on an in-depth assessment of the day-ahead market, which assessment is conducted not earlier than ten (10) months after the establishment of the organised electricity market and is based on a number of key indicators, including but not limited to: (1) availability of a clearing day-ahead price(s) by the ALPEX to enable the financial settlement by reference to the difference between the floating price and the fixed price, over a period of at least 10 (ten) consecutive calendar months (2) traded volumes on the day-ahead market relative to physical market size (i.e. churn factor) which are to be assessed against assessments of wholesale electricity markets conducted by national regulatory authorities in at least one (1) or two (2) European Union (EU)`s countries and determined to be within a comparable margin of churn factors in those countries; (3) the bid spreads on the organised electricity market which are to be assessed against assessments of wholesale electricity markets conducted by EU regulators and determined to be within a comparable margin as bid spreads in at least one (1) or two (2) markets in the European Union; (3) number and market share of main electricity generation companies on the Albanian market; the availability of independent offtakers, aggregators and traders; and (8) market coupling with interconnected countries;
- the establishment of a Renewable Energy Operator (REO) to act as CfD Counterparty in accordance with the Applicable Laws, as well as the requirement that corporate and financing arrangements for the REO, in particular a functional mechanism for setting and collecting the renewable energy obligation in accordance with the Applicable Laws, included without limitation the Renewable Energy Law.

**Non-Qualified Bidder** means a Bidder, who has not met the Qualification Criteria, as described in paragraph 8.3.6 f the Bidding Documents.

**Qualified Bidder** means a Bidder, who has met the Qualification Criteria, as described in paragraph 8.3.5. of the Bidding Documents.

**Marginal Bid Rule** has the meaning set forth in Appendix 18 (*Evaluation Criteria and Scoring Methodology*).

**Notice Form** means a notice in the form of Appendix 20 (*Selected Bidder Notice Form*).

<b>Person</b>	means a natural person or a Company.
<b>Positive Market Readiness Assessment</b>	means the decision taken by the ERE establishing that the Market Readiness criteria following the Market Readiness Assessment has been met and which decision, where applicable, is confirmed by a Joint Declaration of the Parties or any Parties` dispute on such decision is resolved in accordance with the terms of the Support Agreement.
<b>Power Purchase Agreement or PPA</b>	means the power purchase agreement between a Developer and the Support Counterparty, terms of which are published in Appendix 17 and which will apply during Trading Period I, if applicable, until a a Positive Market Readiness Assessment is completed for the sale of the energy produced by the eligible Facility.
<b>Preliminary examination</b>	has the meaning specific in paragraph 8.3. of the Bidding Documents.
<b>Pre-Qualified Bidder/s</b>	means the Bidders that have cumulatively met the Admissibility Criteria and the Pre-Qualification Criteria and are being assessed against the Qualification Criteria.
<b>Preferred Bidder</b>	shall have the meaning specified in paragraph 9.2.5. of these Bidding Documents.
<b>Project</b>	means the design, financing, construction, operation and maintenance of each Solar PV Facility with a minimum installed capacity than 10 MW (inclusive) and with Supported Offered Capacity up to 100 MW (inclusive), which is proposed by a Bidder to get support measures, to be located at site(s) chosen by a Selected Bidder within the Republic of Albania.
<b>Project Development Agreement or PDA</b>	means the Project Development Agreement to be entered into between the Contracting Authority and a Selected Bidder, a draft of which is published in Appendix 17 .
<b>Project Documents</b>	means the Project Development Agreement, and Support Agreement as applicable depending on the Market Readiness Assessment.

<b>Proposed Site</b>	means the site identified and selected by the Bidder for the development of a Project as part of its Proposal in accordance with this Bidding Procedure. A site is generally considered as distinct site if it corresponds to one grid connection point and is to be covered by a single development permit.
<b>Proposal Submission</b>	means the submission made by the Bidder to propose a Project for award.
<b>Pre- Qualification Criteria</b>	means together (i) the Admissibility Criteria relating to the legal standing as per Appendix 10 and (ii) the Specific Qualification Criteria relating to the financial capabilities and technical past experience set out in Appendix 11.
<b>Submission Deadline</b>	means the time and date stated in paragraph 1.10 of the Bidding Documents.
<b>Specific Qualification Criteria</b>	means the criteria relating to the financial capabilities and technical past experience set out in Appendix 11.
<b>Qualification Criteria</b>	means the criteria relating to the specific permitting, siting and Project feasibility set out in Appendix 12, as referring as appropriate to Appendix 13 and Appendix 14.
<b>Qualification Procedure</b>	means the technical qualification procedure set out in these Bidding Documents.
<b>Rectification Deadline</b>	15 (fifteen) Business Days from the Proposals Opening Date or any other deadline as may be otherwise notified by the Special Commission.
<b>Request for Proposal</b>	means the request for proposal documents that will be published by MIE to all Bidders.
<b>Renewable Energy Law</b>	means Law No. 4/2023 “On support to renewable energy in the Republic of Albania”, dated 23.03.2023.
<b>Bidding Documents</b>	means this document together with its appendices, as may be amended by the Contracting Authority, as part of the Request for Proposals.
<b>Bidding Procedure</b>	means the procedure set out in these Bidding Documents.

<b>Proposal or Submission</b>	means together the Technical Proposal and the Financial Bid submitted by a Bidder in this Bidding Procedure.
<b>Technical Proposal</b>	means a technical proposal containing information as determined in Appendix 10 ( <i>Pre-Qualification Criteria</i> ), Appendix 11 ( <i>Specific Qualification Criteria</i> ), Appendix 12 ( <i>Site And Project Qualification Criteria</i> ), in accordance with these Bidding Documents.
<b>Selected Bidder</b>	means a Bidder, or a Consortium, selected to enter into a Project Development Agreement/Support Agreement as a result of the evaluation of Proposals and Financial Bids at this Bidding Procedure and which award decision has become final after expiry or completion of the appeals processes.
<b>Site</b>	means a site selected by a Bidder for the erection of a Project and which is to be covered by an individual development permit and one Grid Connection point.
<b>Special Commission</b>	means the committee set up by Contracting Authority to manage the Bidding Procedure on behalf of the Contracting Authority by Decree of the Minister.
<b>Special Purpose Vehicle or SPV</b>	means an entity established under Albanian law in which a Selected Bidder or the members of a Selected Consortium only, are the only direct or indirect controlling shareholder[s], (in the event of a Consortium, in compliance with the Consortium Agreement).
<b>Supported Offered Capacity or Supported Capacity</b>	means that the total or a part of the installed capacity of the Solar PV Facilit(ies) to be located at site(s) chosen by a Selected Bidder within the Republic of Albania, for which a Bidder requires to get support measures under the Support Agreement as appended in Appendix 17, and which cannot be higher than 100 MW (inclusive) in aggregate across different Projects for that Bidder.
<b>Trading Period I</b>	means a period of the Term starting from the Execution Date of the Support Agreement until completion of a Positive Market Readiness Assessment determined in accordance with terms set forth in the Support Agreement in Appendix 17.
<b>Trading Period II</b>	means a period of the Term starting from the completion of a Positive Market Readiness Assessment determined in accordance with terms set forth in the Support Agreement in Appendix 17 until the end of the Term.

<b>Technical Specifications</b>	means the minimum technical requirements to be met by a Bidder in relation to the Project, as set out in Appendix Appendix 13 ( <i>Minimum Technical Specifications</i> )
<b>Tie-Breaker Rule</b>	has the meaning set forth in Appendix means the criteria set out in Appendix Appendix 18 ( <i>Evaluation Criteria and Scoring Methodology</i> ).
<b>Total Auctioned Capacity</b>	means the total capacity 300 MW which is auctioned to receive support measures under this Bidding Procedure.
<b>TSO</b>	means the Transmission System Operator (in Albanian, <i>Operatori I Sistemit te Transmetimit, OST</i> ).
<b>Support Agreement</b>	means the agreement published as per Appendix 17 containing terms for a physically settled Power Purchase Agreement for Trading Period I and terms for a financially settled Contract for Differences for Trading Period II.
<b>Support Counterparty</b>	means the counterparty designated in accordance with the applicable Laws and the Support Agreement to act as offtaker in the physically settled Power Purchase Agreement for Trading Period I, or as CfD Counterparty in the financially settled Contract for Differences for Trading Period II and to which general provisions apply for the entire Term of this Support Agreement, in combination with the PPA terms relevant for Trading Period I or CfD terms relevant for Trading Period II.

Unless where otherwise defined in these Bidding Documents, terms that have been defined under the Project Development Agreement or the Support Agreement shall bear the same meaning hereunder.

## 1 REQUEST FOR PROPOSAL NOTICE

On April 2023, the Ministry of Infrastructure and Energy (MIE) of the Republic of Albania initiated a tender process for utility-scale, Solar PV power plants<sup>1</sup>.

The MIE invited Bidders to identify and propose sites viable for the design, financing, construction and operation of solar PV power plants in the Republic of Albania.

To assist Bidders, the MIE has commissioned a high-level analysis of Albanian territory to indicate areas potentially suitable for developing new solar PV projects and areas unsuitable / non-eligible for developing new solar PV projects defined as “constraints” or “no go areas”. The study can be accessed at: [here](#).

Participation in this tender process is restricted to Projects with a minimum installed capacity 10 MW (inclusive) and which require support for up to 100 MW of their installed capacity. Through this tender process, the MIE will select Projects that require support measures as described below for all or part of their installed capacity for a Total Auctioned Capacity of 300 MW.

Each Selected Bidder will sign a Project Development Agreement and a 15-year Support Agreement, applying as a Power Purchase Agreement to sell 100% of the energy output generated from its Supported (Offered) Capacity against the Electricity Price during Trading Period I until a Positive Market Readiness Assessment and as a Contract for Difference guaranteeing payment of a symmetric sliding premium above the market reference price for the energy output generated from its Supported (Offered) Capacity during Trading Period II after a Positive Market Readiness Assessment.

The tender process has been implemented as a single-stage process, with an assessment and evaluation following sub-stages as per the below:

- i. Pre-Qualification Criteria, to prequalify Bidders with the required legal standing, technical experience, and financial resources to deliver one or more Project(s).
- ii. Qualification Criteria to demonstrate the viability of the proposed Site(s) and technical and environmental feasibility of the Project(s) on the proposed Site(s).
- iii. Evaluation Criteria to evaluate and rank the Financial Bid(s).

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<sup>1</sup> The Swiss State Secretariat for Economic Affairs (SECO) has provided grant funding to support the solar auction.

### **1.1 Name and Address of Contracting Authority**

Contracting Authority: Ministry of Infrastructure and Energy of the  
Republic of Albania  
Address: Rruga “Abdi Toptani”, no. 8, Tirana, Albania  
Tel/Fax: +355 4 2222245  
Contact Person: Mr. Igli Percuke  
E-Mail: igli.percuke@infrastruktura.gov.al  
Internet Address: www.infrastruktura.gov.al

Any communication, question or information required by the Bidders concerning the Bidding Procedure shall be addressed only to the Contact Person.

### **1.2 Type of Contracting Authority and the scope of its action or main activity**

Central Institution

### **1.3 Terms of each Project Development Agreement**

The subject of the Project development Agreement consists in the the design, financing, construction, operation, and maintenance of one or more solar PV Facilities with minimum installed capacity 10 MW (inclusive) and which require support for all or part of their installed capacity, of which the Supported Capacity can be up to 100 MW (inclusive), to be located at one or more Sites chosen by a Selected Bidder within the Republic of Albania.

Participation in this tender process is restricted to Projects that require support for a Supported Capacity of up to 100MW (inclusive) of their installed capacity. Through this tender process, the MIE will select Projects that require support measures as described below for all or part of their installed capacity for up to the Total Auctioned Capacity.

***Option to submit multiple Projects:*** For the avoidance of doubt, a Bidder may submit more than one Project, provided that each Project has with minimum installed capacity of 10 MW (inclusive) and the total Supported Capacity for which support is being sought does not exceed 100 MW across all the Projects submitted by a Bidder. Each Selected Project will have a separate Project Development Agreement, to be entered into by the Contracting Authority and a Selected Bidder that proposed that Project. Depending on the number of Projects that have been awarded, one Bidder may enter into more than one Project Development Agreement(s).

The Successful Bidder is granted a Project Development Agreement, starting on the Effective Date and ending 15 years after the start of commercial Operation, for the Supported Capacity. Detailed terms of the Contract for Project Development Agreement are published in a draft in Appendix 17.

### **1.4 Terms of each Support Agreement which will apply as Power Purchase Agreement during Trading Period I and as Contract for Difference during Trading Period II**

For each Project that is awarded as successful, the Selected Bidder will be offered a Support Agreement for a term starting on the Effective Date and ending 15 years after the start of

commercial operation. During Trading Period I until a Positive Market Readiness Assessment, the Support Agreement will apply in the form of a physically settled Power Purchase Agreement which guarantees the purchase by the Support Counterparty of the Supported Output for the Supported (Offered) Capacity at the Electricity Price.

Upon the completion of a Positive Market Readiness Assessment the Support Agreement will apply in the form of a financially settled Contract for Difference. The Contract for Difference must guarantee payment of a symmetric sliding premium above the market reference price for the Supported Output in connection to the Supported Capacity in accordance with the pre-set terms and conditions.

The relevant contractual structures and key terms are presented for the Trading Period I before a Market Readiness Assessment under Section 1.5.1. and for the Trading Period II after the completion of a Market Readiness Assessment under Section 1.5.2.

Detailed terms of the PPA for Trading Period I and of the CfD terms for Trading Period II are published in a draft in Appendix 17. The Support Agreement in Appendix 17 contains all key terms of a physically settled Power Purchase Agreement during Trading Period I and those of a financially settled Contract for Difference during Trading Period II.

***Option to submit multiple Projects:*** For the avoidance of doubt, the Procedure will select Project(s), and a Bidder may submit more than one Project, provided that each Project has a minimum installed capacity equal to higher than 10 MW and the total Supported Capacity for which support is being sought does not exceed 100 MW across all the Projects submitted by a Bidder.

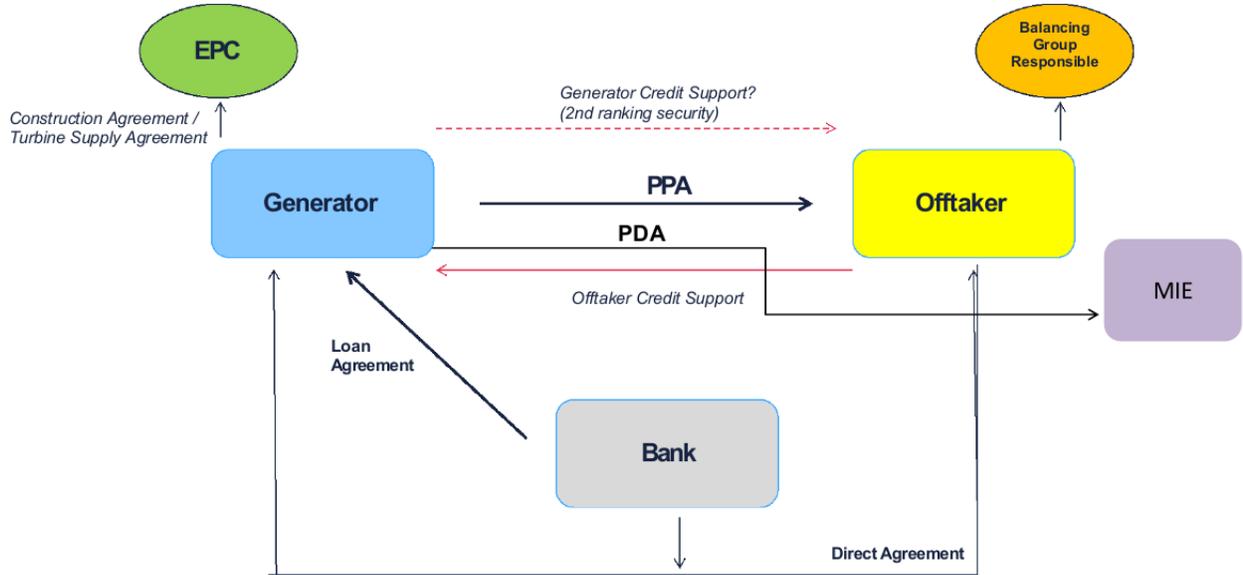
Each Selected Project will be offered a separate Support Agreement to be entered into by the Support Counterparty and a Selected Bidder that proposed that Project. Depending on the number of Projects that have been awarded, one Bidder may enter into more than one Support Agreements.

The terms of such a physically settled Power Purchase Agreement and a financially settled Contract for Differences achieve (in so far as possible) the same balance of benefits, liabilities, risks and rewards between the parties.

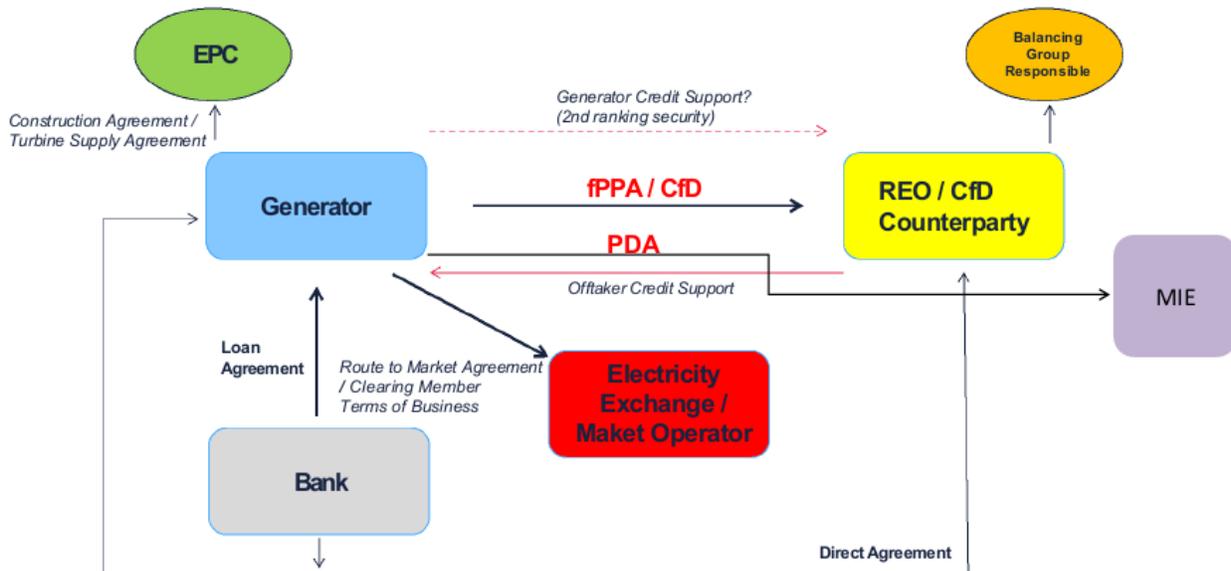
The Support Agreements are depicted and further explained in the graphic under Section 1.5.2. (a) and (b) and in Appendix 17.

The Contracting Authority will make the necessary information in relation to the Market Readiness Assessment publicly available. Bidders will be allowed to submit comments and questions in relation to such an assessment of a Market Readiness Assessment, in accordance with these Bidding Documents and the Support Agreement in Appendix 17.

**1.4.1 Contractual structure in the form of PPA terms during Trading Period I before completion of a Positive Market Readiness Assessment**



**1.4.2 Contractual structure in the form of CfD terms during Trading Period II after completion of a Positive Market Readiness Assessment**



## **1.5 Location of each Site**

Sites to be identified and proposed by Bidder(s) in accordance with the Bidding requirements, in particular Appendix 12 (*Site And Project Qualification*), Appendix 14 (*Terms of Reference for Preliminary ESIA*), Appendix 15 (*Terms of Reference for full Environmental and Social Impact Assessment Study (to be completed post-Award if selected as Selected Bidder)*), and Appendix 16 (*Siting Study*).

For the avoidance of doubt, a Site is considered as separate if it is covered by one Grid Connection point and a singular Development Permit.

## **1.6 Grid Connection Point(s) at Transmission Network or Distribution Network**

Based on the Law 43/2015, "On the Electric power Sector", as amended, the network connection infrastructure (which includes the construction of the lifting substation, high voltage line and line at the point of connection to the network) must be realized by the Developer.

The transformer tract in the Solar PV substation and the respective overhead power line tracts must be equipped with all the necessary primary and secondary elements, in accordance with the standards used by the TSO or DSO.

The complete implementation Project that includes the Solar PV Station, the overhead power line and the line tract at the point of connection to the network must be approved by TSO or DSO depending on whether the proposed Project is to be connected to the TSO or DSO network in accordance with the Applicable Laws, before the start of its implementation. The Developer must implement all the technical conditions of design and implementation of equipment and electrical installations in this investment. TSO or DSO, as relevant, will be supervising in all phases of the Project implementation of the connecting infrastructure of this investment for the part that belongs to the line outputs and the high voltage plant, until its final testing.

The TSO or DSO, as relevant depending on the Connection Point for the Proposed Project, will have full access to make in the future the expansion of the Station near a Selected Site with a new exit in the high voltage busbars, for needs transmission system development.

The technical data of the high voltage equipment to be used, as well as the control and protection system of the rising transformer/s and the line outputs, must be in full compliance with the latest publications of the IEC and EN standards. For the those Projects that are to be connected to the TSO network, the technical specifications of the equipment and those of the protection control of the side elements 110 kV must meet the main technical parameters according to the Transmission Network Code and approved by the TSO. For those Projects that are to be connected to the DSO network, technical specifications of the equipment and those of the protection control of the side elements, must meet the technical parameters according to the DSO network codes and requirements.

For projects that will be connected to the TSO network, the measuring points of the electric power that the plant will inject in the Transmission Network, will be at the high-voltage output of the 110 / TM boost transformer to be installed and must meet the standard required by the Transmission Grid Code and Metering Code respectively.

For projects that will be connected to the DSO network, the measuring points of the electric power that the plant will inject to the Distribution Network, need to be at voltage levels as required by the DSO network codes and meet the standards as required by the Applicable Laws.

The Developer will bear costs for the construction of the Transmission Line and grid connection at the connection point selected by the Selected Bidder. The TSO/DSO as relevant depending on the proposed connection point for the proposed Project, bears costs of grid reinforcement if applicable.

### **1.7 Timeline for Execution of Works:**

The time for execution of works is defined in the draft Project Development Agreement and Support Agreement in Appendix 17.

### **1.8 Legal, Economic, Financial and Technical Information (Qualification Documents)**

At the time of the Submission Deadline, Bidders shall submit a Bid Security in the amount of EUR 7.5 per kW (seven point five euros per kW) or EUR 7,500 (seven thousand and five hundred) per MW of the Supported Capacity of the proposed Facility.

### **1.9 Bidding Procedure**

Open Procedure

### **1.10 Deadline for the Submission of Proposals**

**Date: 17 May 2024**

**Time: 18.00 Central European Time**

If the Submission is delivered via mail (including the USB as required below), it will be deemed to have been duly submitted by the Submission Deadline if it cumulatively meets the following requirements:

- postmarked date on the Envelopes, confirmed by note of the postal service, is no later than the Deadline for the Submission of Proposals Submission (*i.e. 17 May 2024 Time: 18:00 Central European Time*);
- the MIE receives the Proposal Submission no later than the date for the opening of the Proposals, (*i.e. 24 May 2024 Time: 12:00 Central European Time*).

MIE will issue the confirmation of receipt of the Proposal Submission, with the date and time of acceptance. Proposal Submissions submitted in person after the Submission Deadline or submitted by mail that do not cumulatively meet the above conditions will not be considered. They will be returned to the Bidders without being opened.

### **1.11 Opening of the Technical Proposals**

**Date: 24 May 2024**      **Time: 12.30 Central European Time**

The information communicated during the public opening of the Proposal Submission submitted by postal means shall be communicated, upon request, to all the Bidders who have submitted a Proposal Submission.

### **1.12 Opening of the Financial Proposals**

**Date: 10 July 2024**      **Time: 12.00 Central European Time**

The information communicated during the public opening of the Financial Proposals shall be communicated, upon request, to all Qualified Bidders.

### **1.13 Language**

Unless otherwise provided in these Documents and subject to authentication, legalization and translation requirements in Appendix 11, the language of the Submission shall be in Albanian and English language. If the documentation is submitted in English, the Bidder is obliged to submit also a certified and notarized translation into Albanian language. In case of discrepancy the Albanian translation will be used to interpret information and any ambiguities.

The Bidding Documents shall be made available to interested Bidders in Albanian and English. In case of discrepancy the Albanian language shall prevail.

### **1.14 Date of Announcement of Procedure Notice**

**Date: 15 January 2024**

### **1.15 Date of Conference for Bidders**

As per Estimated Timetable Appendix 22.

### **1.16 Notices and Correspondences**

Any and all correspondence and notifications between the Contracting Authority and the Bidders shall be done electronically at the e-mail address of the Contact Person, as specified in paragraph 1.1.1 and the e-mail address of the Bidder's Contact. Notices sent by one party to the other are deemed to have been received in the moment they are electronically sent (via e-mail) from the sending party.

Contracting Authority may choose at its discretion that certain information, or documents, are sent to the Contracting Authority's address in hard copy.

### **1.17 Fee confirming participation interest**

A prospective Bidder shall make payment of a fee equal to EUR 1,000.00 (*one thousand*) at least five (5) Business Days prior to the Submission Deadline, at any of the bank accounts indicated by the Contracting Authority below, and transfer a proof of payment to the Contracting Authority's Contact point. Such proof of payment bearing a confirmation receipt by the Contracting Authority will be deemed to also constitute a confirmation of interest of that Bidder to participate in the process and submit a Proposal by the Submission Deadline.

**BANK ACCOUNT:**

1	Banka e Bashkuar e Shqiperise (UBA)	AAISALTR/1701007600000460	AL17 2031 0019 1701 0076 0000 0460
2	Banka Credins	CDISALTR/589007	AL32 2121 1016 0000 0000 0058 9007
3	Alfa Bank	CRBAALTR/902020125000045319	AL25 9021 1209 0201 2500 0045 3199
4	Banka Amerikane e Investimeve (ABI)	EMPOALTR/000035449	AL88 2101 1012 0000 0000 0003 5449
5	Pro Credit Bank	FEFAALTR/107701190001	AL73 2091 1108 0000 1077 0119 0001
6	Banka e Pare e Investimeve (FIB)	FINVALTR/43400020900256900	AL28 2151 1031 ALL5 3000 0025 6900
7	Banka Kombetare Tregtare (BKT)	NCBAALTX/401279588OLTHESALLAL	AL91 2051 1014 0127 9588 OLTHE SALLA
8	OTP bank (B.POPULLORE)	PUPPALTR/00000211514	AL27 2131 1013 0000 0000 0021 1514
9	Raiffeisen Bank	SGSBALTX/0104030780	AL22 2021 1013 0000 0001 0403 0780
10	Tirana Bank	TIRBALTR/0100320000100	AL80 2061 1004 0000 1003 2000 0100
11	Union Bank	UNALALTR/111100925160118	AL61 2141 1209 0111 1009 2516 0118
12	Intesa Sanpaolo Bank (B.Amerikane)	USALALTR/2014730702	AL15 2081 1008 0000 0020 1473 0702

## II. REQUEST FOR PROPOSAL DOCUMENTS – INSTRUCTIONS FOR BIDDERS

### 2 INTRODUCTION

In accordance with decision of the Council of Ministers no. 349, dated 12.06.2018 "*On the approval of support measures for the promotion of the use of electricity from renewable sources of sun and wind, as well as procedures for selecting projects for their benefit*", as amended and the Decree of the Minister no. 336/1, dated 20.12.2019, the Ministry of Infrastructure and Energy has decided to implement a scheme for the "Design, financing, construction, operation, and maintenance of solar PV Facility(ies), each with a minimum installed capacity 10 MW (inclusive) and which require support for all or part of their installed capacity, of which the Supported Capacity can be up to 100 MW (inclusive), to be located at a site(s) chosen by a Selected Bidder within the Republic of Albania."

Participation in this tender process is restricted to Projects that require support for Supported Capacity up to 100MW of their installed capacity . Through this tender process, the MIE will select Projects that require support measures for the total or a part of their capacity totalling 300 MW that will receive support measures as described below. For the avoidance of doubt, the Procedure will select Projects, and a Bidder may submit more than one Project. For the avoidance of doubt, each Selected Project will have a separate Project Development Agreement and Support Agreement, to be entered into by the Contracting Authority and Support Counterparty and a Selected Bidder that proposed the Project. Depending on the number of Projects that have been awarded, one Bidder may enter into more than one Project Development Agreement and more than one Support Agreement.

This Supported Capacity will benefit from the measures promoted by Council of Ministers Decision no. 349, dated 12.06.2018, as amended and a 15 year PPA or Contract for Differences as applicable.

Bidders are hereby invited to submit a Submission which complies with the requirements of these Bidding Documents. Bidders shall complete the relevant Appendices annexed to these Documents.

#### 2.1 Legal Basis

The Bidding Procedure, has been organized in accordance with the Council of Ministers no. 349, dated 12.06.2018 "*On the approval of support measures for the promotion of the use of electricity from renewable sources of sun and wind, as well as procedures for selecting projects for their benefit*", as amended.

### **3. PRE-QUALIFICATION AND QUALIFICATION PROCEDURE**

#### **3.1 Questions Clarifications and Amendments**

- 3.1.1 Any Bidder requiring clarification on these Bidding Documents may send a request for clarification no later than 15 April 2024, electronically by e-mail to the Contracting Authority's Contact Person.
- 3.1.2 The response to such requests for clarification, including an explanation of the query but no identification of its source, shall be posted electronically by e-mail for all registered Bidders at regular intervals (e.g. at least once per month, depending on the volume of requests) starting from the Announcement Date. Where it deems appropriate or necessary, the Special Commission may decide, but is not obliged to, post answers to requests for clarification before the respective round. The Contracting Authority may choose to provide a single response to a group of similar queries.
- 3.1.3 A Bidder may propose amendments and/or corrections to be made to these Documents, together with a separate note explaining the rationale behind any proposed amendment and/or corrections.
- 3.1.4 Amendments/corrections proposed by Bidders to these Documents shall be sent electronically by e-mail to the Contact Person, no later than 15 April 2024. The Contracting Authority reserves the right not to accept such proposed amendments to these Bidding Documents.
- 3.1.5 The right of the Bidders to request amendments to the Documents in accordance with 3.1.3 and 3.1.4 shall not be interpreted as the right of the Bidder to object these Documents. For the avoidance of doubt, the right of Bidders to amend the Documents in accordance with paragraph 3.9 and 7.3 below shall not be interpreted as the right of Bidders to submit a Submission that is conditional to such amendments being accepted.
- 3.1.6 If applicable, the amended versions of these Documents will be made available to all Pre-Bidders before Submission Deadline in which case they shall be binding on the Bidders. No other communications of any kind whatsoever, including, without limitation, the responses to questions or requests for clarifications, shall be construed as modifying these Documents.
- 3.1.7 The Contracting Authority may at any time and for any reason, amend *ex officio*, these Documents (including their Appendices and Schedules). The amended versions shall be made available to all Bidders and shall be considered as the final Documents for this Bidding Procedure. In this case, the Contracting Authority may, *ex officio*, postpone at its discretion, the Submission Deadline and notify the new Submission Deadline, if applicable.

#### **3.2 Estimated Timetable**

- 3.2.1 The Estimated Timetable of the Bidding Procedure is specified in Appendix 22 (*Estimated Timetable*).

3.2.2 MIE may, in its sole discretion, amend the Estimated Timetable. In this case, MIE shall promptly notify Bidders of changes made to the Estimated Timetable.

### **3.3 Conference for Bidders**

MIE will organize a Conference for Bidders on 14 March 2024 to promote engagement and participation in the RProcedure. This may include without limitation a detailed explanation of the requirements of the Bidding Documents, including the Support Agreement and and replies to selected questions of relevance submitted by Bidders.

A schedule of the Conference and option to submit questions will be notified to the Bidders. Further Conferences may be arranged at the discretion of the MIE. Bidders' participation in any of the Conferences shall be at their sole cost, risk and responsibility.

### **3.4 Bidders Due Diligence**

Each Bidder shall be solely responsible for conducting its own independent research, due diligence and any other work or investigation and for seeking any other independent advice necessary or desirable for the preparation of its Submission.

### **3.5 Confidentiality of the Proposal Submission**

3.5.1 Any material, document, act or written statement containing any information shall be regarded as confidential in accordance with applicable laws, only if it:

- is by its nature confidential;
- is determined to remain confidential.

3.5.2 Bidders must clearly identify any document or information that they wish to remain confidential by filling in the form as provided in Appendix 4 (*List of Confidential Information*).

3.5.3 If not provided by law, any court decision or these Proposal Documents, no party may disclose technical information, pricing information or any other information relating to the Pre-Qualification and Qualification Procedure without prior approval.

3.5.4 The Contracting Authority shall be considered to not have violated the obligations to maintain confidentiality regarding a Bidder in the case when data:

- is provided by the Contracting Authority to its employees, consultants or subcontractors only in relation to the Bidding Procedure or in order to prepare for or manage any contract;
- is provided to personnel of the Contracting Authority to enable the effective management and control of the Bidding Procedure;
- is issued by the Special Commission to enable the evaluation of Bidding Proposal;

- is issued by the Contracting Authority in response to a request by a committee of the Parliament of Albania;
- is issued by the Contracting Authority within the Government of Albania or to a different Government Department or Agency in accordance with the legitimate interests of the Government of Albania and the Contracting Authority;
- is required to be issued in accordance to the law.

### **3.6 Confidentiality of the Contracting Authority information**

The Contracting Authority may require that all written information (whether confidential or not) and regardless of the way such information has been provided to Bidders:

- be returned to the Contracting Authority – in which case all such information shall be returned immediately by the Bidder to the address identified by the Contracting Authority; or
- be destroyed by the Bidder – in which case Bidders will be required to immediately destroy all such information and provide the Contracting Authority with written evidence of such destruction.

### **3.7 Use of Submission documents**

3.7.1 All Submissions become the property of the Contracting Authority.

3.7.2 Notwithstanding the above and without prejudice to any subsequent agreement signed between the Contracting Authority and any Bidder, the ownership of intellectual property rights in respect of information contained in the Proposal Submission remains unchanged.

3.7.3 The Contracting Authority may use data contained in any proposal or data provided by a Bidder for the purposes of the Bidding Procedure (including the preparation or management of any contract or agreement).

3.7.4 The Contracting Authority shall treat the Bidders equally during the Bidding Procedure respecting confidentiality and information provided by them.

### **3.8 Publication subject to Contracting Authority consent**

The Bidder shall not make any statement or issue any document or material or provide information for publication in any media in connection with the Qualification Procedure, the assessment of Submissions, the acceptance of any Submission, the conduct of negotiations or any notice of appointment of a Bidder without the prior written consent of the Contracting Authority.

### **3.9 Additional rights of Contracting Authority**

3.9.1 Without limitation to its other rights during the Qualification Procedure, the Contracting Authority may, but is not obliged to, at any time without giving any reasons:

- provide any additional information or clarification to all Bidders;
- seek further information or clarification from any Bidder about its Submission;
- seek missing information or supplementing documentation from Bidders in complementation of the Submission;
- require Bidders to clarify supporting documents with additional information or where necessary additional documentation, provided such information does not substantially change the Submission;
- correct obvious clerical errors in the Technical Submission after confirmation of the correction by the Bidder, provided such correction does not substantially change the Qualification;
- answer any questions addressed for clarification to the Contracting Authority by the Bidders and publish the question and response via email;
- repeat, suspend, re-establish or terminate the Procedure in accordance with reasons provided in the relevant laws.

3.9.2 Bidders waive their right to make any claim against the MIE, the Special Commission, the Government of Albania or any of its officials, contractors, employees, agents or advisers in relation to the exercise or failure to exercise any of the rights set out in this paragraph 3.9.

### **3.10 False information**

Any Bidder who provides false information may be excluded from the Bidding Procedure at any time. If the provision of false information is discovered after prequalification or after selection, the Contracting Authority has the right to exclude the Bidder from the Bidding Procedure, or after signature of the Project Development Agreement, terminate the Project Agreements in accordance with its terms. Bidders shall use these Bidding Documents without altering their content. Under the Criminal Code of the Republic of Albania, providing false information, drafting of false or forged documents, as well as providing any false statement or data, is considered a criminal offence.

### **3.11 Conflict of interest**

Cases of conflict of interest shall be dealt in accordance with law 9367/2005 “*On the Prevention of Conflict of Interest in the Course of Exercise of Statutory Functions*”, as amended and its by-

laws.

### **3.12 Unlawful actions**

3.12.1 In accordance with the legislation on preventing conflicts of interest and on ethics in public administration, the Contracting Authority shall reject any Proposal submitted by a Bidder that has:

- given or is intending to give to any present or former employee of the Contracting Authority a gift in cash or any other form as an inducement to affect an action or decision during the Bidding Procedure;
- has an unresolved conflict of interest or dispute in relation to the Bidding Procedure; or
- has submitted false documents/information related to the requirements of these Bidding Documents.

3.12.2 No Bidder (including its agents and representatives) shall contact or attempt to contact any member of the Contracting Authority, any member of the Special Commission, or any member or employee of the Government of Albania or its departments, ministries, agencies or local executive bodies, in relation to the Qualification Procedure, except per the procedures set forth in this Bidding Documents.

3.12.3 The Contracting Authority will inform in writing any Bidder and any entity of the Government of Albania with respect to any unlawful action and will include any notifications in the report on the Bidding Procedure.

### **3.13 Costs**

3.13.1 Each Bidder shall bear its own costs and expenses in respect of the preparation and submission of its Proposal Submission.

### **3.14 Consortium**

3.14.1 A Bidder may take the form of a consortium (a “**Consortium**”) comprised of two or more companies, corporate bodies or other legal entities.

3.14.2 Each Consortium shall appoint and authorize one lead member (“**Lead Member**”) to irrevocably represent all members of the Consortium in all matters connected with the Bidding Procedure and the Bidding Procedure.

3.14.3 No Bidder or member of a Consortium may have Control over another Bidder or member of another Consortium.

### **3.15 Compliance with the Bidding Documents**

Any Bidder shall consider the guidelines, criteria, requirements, specifications, deadlines

and all the information included in these Bidding Procedure Documents. In case the Bidder:

- does not fulfil all the documentation and information included in the Bidding Documents; or
- submits a Bidding Submission that does not comply to terms and conditions of the Bidding Documents; or
- submits a Technical Proposal that deviates from the structure proposed under this Bidding Procedure and which is not brought into compliance as required during the Rectification Process.

The Contracting Authority shall determine that the Proposal Submission is non-compliant with the Bidding Documents and shall disqualify the Proposal Submission.

## **4 PREPARATION OF THE PROPOSAL SUBMISSIONS**

### **4.1 Content of the Proposal Submission**

The Submission Documents shall comprise:

- (a) The Technical Proposal including:
  - The documents required to meet the Pre-Qualification Criteria, namely the Admissibility Criteria set forth in Appendix 10 and the Specific Qualification Criteria Appendix 11;
  - The documents required to meet the Qualification Criteria relating to the viability of the Project and Site in accordance with the requirements of Appendix 12, and as appropriate with the requirements in Appendix 13 and 14;
- (b) the Financial Bid, in accordance with the requirements of Appendix 1 and 8.

### **4.2 Language of the Proposal Submission**

Unless otherwise provided herein, Bidders shall prepare their Proposal Submission in Albanian **and** English language. When the original documents contained in the Proposal Submission are in English language or other foreign language, they shall be accompanied with a certified and notarized translation in Albanian language. In event of a conflict between the Albanian and English language version, the Albanian version shall prevail. Brochures that are part of the Proposal Submission documents, may be submitted in English language or a foreign language with certified translation of the pertinent passages in English or Albanian.

### **4.3 Clear Reference**

- 4.3.1 Bidders should include in any document a clear reference to the relevant page and paragraph of the Bidding Documents.
- 4.3.2 Any financial information in connection with the Pre-Qualification and Qualification procedure should be expressed in Euro. If any elements of a Proposal Submission are submitted in a currency, other than Euro, that amount will be evaluated by reference to Euro. All amounts would be converted by reference to the official rate of the European Central Bank, on the day of issuance of these Bidding Documents.

### **4.4 Bid Security**

- 4.4.1 Each Bidder shall provide, before the Submission Deadline, a Bid Security in the amount of EUR 7,500 per MW of the Supported Capacity of the proposed Facility, in full compliance with Appendix 2.
- 4.4.2 The Bid Security shall obligatorily be submitted in the form of a deposit or bank guarantee issued by a reputable bank (i.e. reputable bank for the purpose of this document means an international bank with a minimum credit rating of A3 by Moody's (or equivalent) or a local secondary level bank duly registered in the Republic of Albania

and licensed by the Bank of Albania<sup>1</sup>). The Bidder shall ensure that its Bid Security remains in force during the Bid Security Validity Period (i.e. for a period equal to 180 days from the Submission Deadline, as may be extended by the Contracting Authority). The Contracting Authority may, by a reasoned decision, request the Bidder to extend the Bid Security Validity Period, in case specific circumstances affect the extension of the deadlines for the evaluation of Bids or the Selected Bidder fails to provide the Contract Security or in any other case that affect the extension of a mandatory deadline. Failure to extend the Bid Security Validity Period, when requested, is considered a valid reason for its non-qualification.

4.4.3 The Bid Security of the Selected Bidder shall remain valid until the later of (i) the expiry of the Bid Security Validity Period or (ii) the date on which the Developer (as defined in the Project Development Agreement) has delivered a Contract Security in accordance with the Project Development Agreement. In the second case, the Selected Bidder shall cause the validity of its Bid Security to be extended accordingly. After award of the first ranked Bidders, the Contracting Authority may offer the option to next-ranked or next-next ranked Bidders to extend the Bid Security Validity Period for an additional period of either up to 6 (six) calendar months or up to the effectiveness of the Project Agreements for the Selected Project(s) at their election.

4.4.4 The Bid Security of a Bidder may be forfeited if any one of the following events occurs:

- (a) the Bidder withdraws or modifies its Bid during the Bid Security Validity Period;
- (b) the Selected Bidder fails to sign any of the Project Agreements as per the final version appended in Appendix 17;
- (c) the Selected Bidder, or any subsequent Bidder to whom the Project is awarded, fails to extend its original Bid Security Validity Period until the date on which the Contract Security has been delivered in accordance with the Project Development Agreement;
- (d) if applicable, the Selected Bidder fails to complete the energy yield and/or the Environmental and Social Impact Assessment (ESIA) by the end of the Bid Security Validity Period;
- (e) the Bidder has provided false information; or there results to be a material deviation between a Bidder's Proposal in breach of paragraph 6.3.;
- (f) in case the Selected Bidder does not pay the costs provided in Section 3.13 of these Bidding Procedure Documents.

4.4.5 The Bid Security of a Bidder shall be promptly and in any case not later than 30 days, released and remitted to the Bidder without being forfeited, in circumstances where:

- (a) the Bid Validity Period has expired and the Bidder refuses to extend the Bid Security Validity Period;

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<sup>1</sup> [https://www.bankofalbania.org/Supervision/Licensed\\_institutions/Banks/](https://www.bankofalbania.org/Supervision/Licensed_institutions/Banks/)

- (b) The Bidder is the Selected Bidder and has delivered the Contract Security.

#### **4.5 Bid Validity Period**

- 4.5.1 The Submissions shall remain valid for the Bid Validity Period.
- 4.5.2 Prior to expiry of the Bid Validity Period, the Contracting Authority may request, in writing, that the Bidders extend the period of validity for a specified additional period and a Bidder shall respond in writing to this request. A Bidder may refuse the request without its Bid Security being forfeited (except if the provisions of paragraph 4.4.4 apply).
- 4.5.3 The Bid of the Selected Bidder will be valid until the signing of the Project Development Agreement and the Contracting Authority shall be able to request that the Bid of an unsuccessful Bidder be extended for any duration up until the Long-stop Date (as defined in the Project Development Agreement), such extension to be at the discretion of the relevant Bidder. Upon request of the Contracting Authority, after award of the first-ranked Bidders if the latter fail to enter into an effective Support Agreement, the Contracting Authority may offer the option to next-ranked or next-next ranked Bidder(s), to extend their Bid Validity Period for an additional period of either up to 6 calendar months or up to the effectiveness of the Project Agreements for the Selected Bidders Project(s) at their election.

## 5 SUBMISSION OF PROPOSAL

### 5.1 Submission Deadline

5.1.1 The Submission Deadline for the Proposal Submission is:

Date: 17 May 2024

Time: 18:00, Central European Time

5.1.2 MIE may at its discretion, extend the Submission Deadline by giving notice to all Bidders.

### 5.2 Form of Submission

5.2.1 Bidders shall submit their Proposal at the following address: Ministry of Infrastructure and Energy, Abdi Toptani St., no 8, Tirana, Albania, not later than the date and hour as indicated at 5.1.1. in printed and electronic version.

5.2.2 If the Submission is delivered via mail, the application will be deemed to have been duly submitted by the Deadline for the Submission if it cumulatively meets the following requirements:

- postmarked date on the Envelopes, confirmed by note of the postal service, is no later than the Deadline for the Submission of Proposal (*i.e. 17 May 2024, Time: 18:00 Central European Time*);
- the MIE receives the Bid Application no later than the Date for Opening of the Bids (*i.e. 24 May 2024, Time: 12:00 Central European Time*).

Submission documents submitted in person after the Proposal Submission Deadline or submitted by mail that do not cumulatively meet the above conditions will be rejected.

5.2.3 ***Option to submit multiple Projects:*** Each Submission shall be for one (1) Project which might include one or more Sites. Each Project shall have a minimum installed capacity equal or higher than 10 MW (inclusive). The aggregate Supported Capacity for which each Bidder requires support across all of its Projects and Site(s) cannot exceed 100 MW. For the avoidance of doubt, each Bidder may submit more than one Submission.

5.2.4 Requests for clarification in relation to the submission of the Proposal Documents shall be submitted to the Contact Person, not later than 15 April 2024.

5.2.5 The Proposal of Bidders shall be submitted in original or in authenticated original copies, as per requirements provided under these Documents, in particular authentication, legalisation and translation requirements in Appendix 10. Each page of the documents contained in the original Proposal Submission must be consecutively numbered and initiated by the Authorized Representative of the Bidder.

5.2.6 All figures expressed in the Submission should be expressed in numbers and words, in the following format “1,000 (one thousand) (e.g. three million: 3,000,000)” and in the case of inconsistency words shall prevail over numbers.

5.2.7 Each original hard-copy of the Proposal Submission, shall be typed or written in indelible ink. An electronic version of the Proposal Submission saved on an USB drive shall

accompany the hard-copy. The Authorized Representative of the Bidder shall sign the original hard-copy Proposal Submission and initial all of its pages, except for un-amended pre-printed literature. The Proposal Submission shall contain no alterations, omissions or additions, unless such corrections are signed by the person or persons signing the Proposal Submission.

- 5.2.8 Any and all the documents to be submitted by the Bidder must be contained in a closed and sealed envelope (Envelope 1), and be saved in electronic version in a dedicated USB drive contained in a closed envelope (Envelope 2), except only for the Financial Bid Form (as per Appendix 1), which shall be contained in a separate closed and sealed envelope (Envelope 3). Envelope 1, Envelope 2 containing the USB drive, as well as Envelope 3 shall be placed into a fourth closed and sealed envelope (Envelope 4), which shall be submitted by the Bidder. For the avoidance of doubt, Bidders must submit Envelope 4 only, which should contain inside both Envelope 1, Envelope 2 and Envelope 3.
- 5.2.9 Envelope 1 must contain all Qualification Documents, as specified under these Documents, and especially under Appendix 10 (*Pre-Qualification Criteria*), Appendix 11 (*Specific Qualification Criteria*) and Appendix 12 (*Site And Project Qualification Criteria*). The USB drive must contain the same documents in electronic version.
- 5.2.10 Each Envelope should be clearly labelled with (i) its envelope number; (ii) the name and address of the Bidder / Consortium (and its members); (iii) the name and address of the Contracting Authority; and (iv) the note: Proposal for the design, financing, construction, operation, maintenance of solar PV Facility with minimum installed capacity 10 MW (inclusive), and Supported Capacity that get support measures up to 100 MW, to be located at a site selected by a prospective Bidder within the Republic of Albania; “Envelope 3 should indicate the note: “Do not open, except for cases where the Special Commission is present, and not before 10 July 2024, 12:00 CET””.

## **6 WITHDRAWAL OF PROPOSAL SUBMISSION**

### **6.1 Requirements for additional information**

A Bidder shall immediately notify the Contracting Authority in the event that any Bidder considers that there is any non-compliance, mistake, uncertainty or discrepancy in the Bidding Procedure, or in the Bidding Documents.

### **6.2 Withdrawal of Qualification Applications**

A Bidder may withdraw its Proposal Submission without penalty after submission, provided that a notice of the withdrawal is received by the Contracting Authority prior to the Proposal Submission Deadline.

### **6.3 Material non-conformities, non-material deviations, unintentional errors, irregularities or missing information in the Proposal**

The Contracting Authority may require Bidders to provide amendments, additional information and supplementing documentation in due form by a deadline as indicated by the Evaluation Commission, or rectify or make amendments to the supporting documents by the Rectification Deadline as per paragraph 7.3. (this process referred as **`Rectification`**). Provided that during the Rectification process, the Contracting Authority ensures equal and fair treatment of all Bidders and give Bidders that are in a comparable position an equal opportunity to make similar amendments or rectifications, such Rectification process can result in a materially changed Technical Submission (but cannot result in any change to the Financial Bid).

The Contracting Authority may correct obvious clerical errors in the Bid after confirmation of the correction by the Bidder by the Rectification Deadline.

Unless otherwise provided under specific provisions of these Bidding Procedure, the Contracting Authority will not accept any further modification or addition to a Proposal following the Rectification during the Qualification Phase. The Contracting Authority shall not be responsible for any losses or consequences arising out of a Qualification Application containing an error.

If following the Submission Deadline, a Bidder decides to withdraw its Submission or there is a material deviation from the Proposal of that Bidder due to an error, the Contracting Authority shall be entitled to call the Bid Security.

## **7 GENERAL RULES REGARDING ASSESSMENT OF PROPOSAL SUBMISSIONS**

- 7.1 Upon expiry of the Submission Deadline, the Special Commission shall identify the Bidders and shall open the Proposal Submissions which have been submitted to the Contracting Authority.
- 7.2 Proposal Submissions will be qualified in accordance with the criteria and rules of Section 8. Qualified Bidders will further progress to the evaluation of the Financial Bids and be evaluated in accordance with the criteria and rules determined in the Appendix 18 of the Bidding Documents.
- 7.3 Where the Special Commission deems it convenient or necessary, it may (but shall not be obliged to) request via e-mail or postal mail written clarification or additional information from a Bidder as per the below. Whenever such request is made, the Bidder shall provide written clarifications or additional missing information or supplementing documents to the Special Commission by such date and in such form as may be specified by the Special Commission.
- 7.3.1 In an attempt to promote competition and transparency in the Bidding Procedure, the Special Commission may, but is not obliged to, request Bidders:
- clarify supporting documents, make amendments or rectify certain material deviations that can be reasonably rectified by the Rectification Deadline through submission of additional information or additional documentation by a deadline as indicated by the Evaluation Commission, or
  - rectify formal or non-substantial irregularities by the Rectification Deadline;
  - to ask for further clarification, supplementation of missing information on the Technical Submission without materially changing their Submissions provided that this information is not related to new facts not originally included in the Submission and provided that the missing information is rectifiable within a reasonable time within a Rectification Deadline.
- 7.3.2 Contracting Authority may in its discretion invite Bidders in various rounds of clarification, supplementing of additional information or rectification.
- 7.3.3 During the Rectification process, the Contracting Authority will ensure equal and fair treatment of all Bidders. Upon request, Contracting Authority shall disclose with all Bidders in an anonymised form categories of amendments or rectifications that have been permitted for the Bidders. This information will be disclosed in aggregated and anonymised form, ensuring in particular protection of confidential or business sensitive information. The Contracting Authority must give Bidders that are in a comparable position an equal opportunity to make similar amendments, supplementations or rectifications.
- 7.3.4 The Special Commission will not contact Bidder(s) with further clarification or rectification requests during the Pre-qualification phase as per this section, if it

determines their Proposal Submission as non-responsive based on other substantial non-conformities or irregularities that cannot be reasonably remedied or rectified by the Rectification Deadline.

7.3.5 The Special Commission will not contact Bidder(s) with further clarification or rectification requests during the evaluation phase as per this section, if it reasonably determines that Bidders have abusively or by gross negligence submitted incomplete Proposals.

7.3.6 Examples of additional information, clarification or rectification that the Contracting Authority may request during the examination phase as per paragraph 7.4.1. above, could, without limitation, consist of the following:

- *Insufficient treatment or information in certain sections of the Pre-feasibility Study as required under Appendix 12 and 13:* The Contracting Authority might, without being obliged to, require Bidders to supplement insufficient treatment or information on sections of the Pre-feasibility study. This should however not include collection of new data or new facts, but only an extension or review of a certain analysis or assessment, such as for example provide additional information on Information on EPC, O&M, suppliers and engineers, which might have not been submitted properly, O&M Solar plant general description (including activities program and an organizational structure), Personnel list (including the number of O&M teams, a weekly schedule, the number and qualification of technical and administrative staff, the number of foreign staff and CVS of key personnel), Financial report with project cash-flow (including energy-related revenues, OpEx, CapEx and rate of return), etc.
- *Insufficient treatment or missing information in certain sections of the preliminary ESIA as required under Appendix 12 and 14.* The Contracting Authority might decide without being obliged to require the Bidders to submit its treatment of some key missing elements, such for example: flooding Risk including events related to possible sea level rise, flora, fauna and ecosystems, Natural Habitat, Priority Biodiversity Features and Critical Habitat, Protected Areas (general description and maps), Land use and ecosystem services, and Cultural resources.

7.3.7 None of the above provisions shall be deemed as creating legal rights on the Bidders to claim from the Special Commission to seek amendments, additional or clarification information. For the avoidance of doubt, the Special Commission may, but is not obliged to exercise its powers under paragraphs 7.3.1 to 7.3.6.

7.4 The Special Commission may waive any minor non-conformity or irregularity in an Application, which does not constitute a material deviation from the Proposal Submissions, and which does not prejudice or affect the determination of responsiveness or evaluation of the Proposal Submission in accordance with the provisions of these Bidding Documents.

7.5 The Contracting Authority or the Special Commission may ask for any assistance or advice from other state institutions or experts (including legal, financial or technical) during the

Applications evaluation process. The Special Commission will review any suggestions, assessment or advice provided by other state institutions or experts as a relevant part of the Proposal Submissions evaluation process.

- 7.6 The Contracting Authority may perform any reasonable investigation or similar procedure that it deems necessary to examine the integrity and financing relating to a Proposal of the Bidder, or any other elements that it deems appropriate, or necessary.
- 7.7 A Bidder shall immediately provide any information or assistance required by the Contracting Authority in order that any necessary investigation can be made.

## 8 QUALIFICATION OF BIDDERS

### 8.1 Pre-Qualification and Qualification of Bidders

The Special Commission shall conduct:

- a detailed examination of the Proposal Submission against the Pre-Pualification Criteria, namely the Admissibility Criteria in Appendix 10 and the Specific Qualification Criteria in Appendix 11, in order to determine whether a Bidder will pre-qualify; and subsequently,
- a detailed examination of the Proposal Submission against the Qualification Criteria relating to the viability of the Site and Project in accordance with Appendix 12, and as required Appendix 13 and 14, in order to determine whether a Bidder will qualify.

### 8.2 Technical Submission

The Technical Submission shall comprise all the documents set out in Appendix 10 (*Pre-Qualification Criteria*), Appendix 11 (*Specific Qualification Criteria*), Appendix 12 (*Site And Project Qualification*). Each Bidder is invited to demonstrate the viability of its Proposed Site, the technical, environmental and social feasibility of its Project.

### 8.3 Examination of Technical Submission (s)

8.3.1 The Special Commission will examine each Bidder's Technical Submission (including supplementary information or documentation provided following clarification / rectification requests in a Rectification process in accordance with paragraph 7.3.) to determine whether all documents required as per Appendix 10 (*Pre-Qualification Criteria*), Appendix 11 (*Specific Qualification Criteria*), Appendix 12 (*Site And Project Qualification*) have been submitted and whether these documents have been properly executed ("**Preliminary Examination**").

8.3.2 Any Technical Submission (including supplementary information or documentation provided following clarification / rectification requests in a Rectification process in accordance with paragraph 7.3.) which are found not to contain a full set of properly presented or executed documents as per the requirements of Appendix 10 (*Pre-Qualification Criteria*), Appendix 11 (*Specific Qualification Criteria*), will be rejected by the Special Commission and not included for further consideration. **The Pre-Qualification Criteria set out in Appendix 10 (*Pre-Qualification Criteria*) and Appendix 11 (*Specific Qualification Criteria*) shall be assessed on a "pass" or /"fail" basis for each such criteria.**

8.3.3 The Special Commission will carry out detailed examination of the Technical Submission (including supplementary information or documentation provided following clarification / rectification requests in a Rectification process in accordance with paragraph 7.3.) that have not been rejected after Preliminary Examination, in order to determine whether they are responsive to the Qualification Criteria set forth in Appendix 12 (*Site And Project Qualification*) and as relevant in Appendix 13 and 14. In order to reach such a determination, the Special Commission will examine the information and documentation supplied by each Bidder in the Technical Submission to meet requirements of Appendix 12, 13 and 14 (including supplementary information or documentation provided following

clarification / rectification requests in a Rectification process in accordance with paragraph 7.3.). **The Qualification Criteria set out in Appendix 12 (Site And Project Qualification), read in conjunction with Appendix 13 and 14, shall be evaluated on a “pass” or /“fail” basis for each such criteria.**

- 8.3.4 A Bidder whose Submission Documents are determined by the Special Commission to meet cumulatively all Pre-Qualification Criteria and Qualification Criteria specified in Appendix 10 (*Admissibility Criteria*), Appendix 11 (*Specific Qualification Criteria*), Appendix 12 (*Site And Project Qualification Criteria*) and shall be designated as a “**Qualified Bidder**”.
- 8.3.5 A Bidder whose documents under the Technical Submission are determined by the Special Commission not to meet the Pre-Qualification Criteria specified in Appendix 10 (*Pre-Qualification Criteria*), and/or Appendix 11 (*Specific Qualification Criteria*), and/or Appendix 12 (*Site And Project Qualification Criteria*) and shall be designated as a “**Non-Qualified Bidder**”. For the avoidance of doubt, the Contracting Authority reserves the right to designate a Bidder as a “**Non-Qualified Bidder**” for a particular Project if it determines during the Preliminary Examination that its Proposal does not meet Pre-Qualification Criteria specified in Appendix 10 (*Pre-Qualification Criteria*), Appendix 11 (*Specific Qualification Criteria*), without a need to further proceed to the examination of the Qualification Criteria relating to the Site and Project under Appendix 12.
- 8.3.6 Following evaluation of the Technical Submission, the Special Commission will either:
- designate a Bidder as a Non-Qualified Bidder and reject its Proposal Submission on the grounds that it does not meet all Pre-Qualification and Qualification Criteria and/or other requirements set forth in Appendix 10 (*Admissibility Criteria*), and/or Appendix 11 (*Specific Qualification Criteria*), and/or Appendix 12 (*Site And Project Qualification Criteria*) in which case the Contracting Authority shall notify the Non-Qualified Bidder according to Appendix 19 (*Non-Qualified Bidder Notification Form*); or
  - designate a Bidder as a Qualified Bidder. The Contracting Authority shall provide a notice to all the Qualified Bidders.
- 8.3.7 The Non-Qualified Bidder may present a claim to the Contracting Authority for its non-qualification, as per the form in Appendix 21 (*Contract Authority Complaint Form*), within 10 (ten) calendar days from the day it has received notice, of the Non-Qualified Bidder Notification Form.
- 8.3.8 The Special Commission shall proceed with evaluating the Qualified Bidders according to Evaluation Criteria in Section 9.

## 9 EVALUATION OF BIDS AND FINAL AWARD

### 9.1. Financial Bid

- 9.1.1 Bidders shall submit the form set forth in Appendix 1 (*Financial Bid Form*), in which they clearly propose the price for a MW/h in EUR, excluding VAT, as per instruction under these Bidding Procedure Documents. The Financial Bid Form shall correspond to a fixed 15-year tariff in EUR / MWh for a Solar PV Facility, with a minimum installed capacity equal or higher than 10 MW (inclusive) and a certain total installed capacity, for which the Bidder seeks support for the Supported Capacity consisting in the total or a part of that installed capacity up to 100 MW (inclusive), to be located at one or more Site(s) chosen by the Selected Bidder, for the purchase of energy produced by such Supported Capacity. The price proposed by the Bidder in the Financial Bid Form, shall not be higher than the Ceiling Price.
- 9.1.2 For the avoidance of doubt for all Bidders, Appendix 1 (Financial Bid Form), which will contain the price proposed by the Bidder, shall be put in the separate Envelope 3, as per specifications under paragraphs 5.2.7 and 5.2.8 of these Bidding Procedure Documents and shall **not** be included in the USB.

### 9.2 Evaluation of the Bid Financial Form and Final Award

- 9.2.1 Financial Bids of Qualified Bidders will be evaluated on the extent to which they materially meet the requirements and objectives of the Contracting Authority for the Project(s) as set out in the Bidding Documents.
- 9.2.2 Financial Bids of Qualified Bidders shall be evaluated, scored and ranked on the basis of the criteria set out in Appendix 18 (*Evaluation Criteria and Scoring Methodology*).
- 9.2.3 Special Commission shall notify the Qualified Bidders on the date, time and venue of the opening of the Financial Bids of the Qualified Bidders.
- 9.2.4 The Special Commission in the presence of the Qualified Bidder (if they chose to participate), shall open the Envelope 3 which contains the Financial Bids, of all Qualified Bidders.
- 9.2.5 The Special Commission shall compile the scoring for all Qualified Bidders in accordance with Appendix 18 (*Evaluation Criteria and Scoring Methodology*) (and the final ranking which shall be notified to all Qualified Bidders. The Qualified Bidder(s) who receives the highest ranking pursuant to the methodology set out in Appendix 18 (*Evaluation Criteria and Scoring Methodology*), and otherwise submitted a Bid in conformity, shall be declared as the preferred Bidder(s) (“**Preferred Bidder**”).
- 9.2.6 A Bidder may request an administrative review of the evaluation process if it considers that an action taken by the Special Commission or the Contracting Authority is in breach of the Albanian applicable legislation. Any claim to the Contracting Authority shall be made in the appropriate form of Appendix 21 (*Contracting Authority Complaint Form*) indicating the

name and address of the claimant, the reference for the respective procedure, the legal basis and a description of the infringement.

- 9.2.7 Upon completion of the appeal process or the complaint deadline of 10 calendar days from the day of having received notice, as applicable, the Special Commission prepares the final Bid evaluation report and informs the Contracting Authority accordingly on the results of the Bidders and the Preferred Bidder(s).
- 9.2.8 The Contracting Authority informs the Preferred Bidder(s) that they are Selected Bidder(s) by delivery of the Selected Bidder Notice Form as per Appendix 20 (*Selected Bidder Notice Form*).

## 10 EXECUTION OF THE PROJECT AGREEMENTS

- 10.1.1 The Contracting Authority shall proceed with the signing of the Project Development Agreement only after all appeal and review procedures have been exhausted as provided in the Bidding Documents.
- 10.1.2 The Project Development Agreement and the Support Agreement shall be entered as per the final version in Appendix 17 of the Bidding Procedure Documents. Any clarification or amendment request to these Project Agreements should have been submitted by 15 April 2024 in accordance with Section 3.1. The Contracting Authority will publish or confirm a final version of the Project Agreements to be re-appended in Appendix 17 by 1 May 2024 and prior any Submission Deadline.
- 10.1.3 Following the publication of the final version of the Project Agreements by 1 May 2024, no further amendments can be made to the Project Agreements, with the exception of the technical project-specific details relating to the Selected Project. For the avoidance of doubt, such final version of the Project Agreements is **non-negotiable**. Following the award decision, Selected Bidders shall **only** fill-in the details specific to the Project identified in square brackets in the Project Agreements appended in Appendix 17. The latter may include: (i) technical specifications of the project, (ii) availability guarantee; (iii) commissioning tests.
- 10.1.4 Upon completion of the evaluation procedure and the announcement of the designated Selected Bidder(s) the Contracting Authority sets a deadline for the execution of the Project Development Agreement and Support Agreement that it is foreseen to be not later than 30 (thirty) Business Days from the issue of the said decision. This deadline may be extended at the discretion and by decision of the Contracting Authority.
- 10.1.5 Failure by the Selected Bidder to conclude the Project Agreements as per Appendix 17 within the pre-determined deadline entitles the Contracting Authority to draw on the Bid Security 4.4.4(b).
- 10.1.6 Each Selected Bidder shall be committed in submitting its Bid that in case it is appointed as a Selected Bidder, it will incorporate the SPV(s) for the implementation of the Project(s) (in accordance with the provisions of the PDA).

## **11 UNSUCCESSFUL PROGRESS WITH ORIGINALLY SELECTED BIDDERS**

11.1.1 Where the Contracting Authority determines that the originally Selected Bidders have not concluded the Project Development Agreement and the Support Agreement by the indicated deadline, and/or where applicable a Selected Bidder(s) fails to complete the condition(s) subsequent in accordance with the Project Development Agreement or the Support Agreement, then the Contracting Authority, only at its own discretion, may invite the next ranked Qualified Bidder(s) to conclude the Project Agreements, and if failing to reach an agreement even with the next ranked Qualified Bidder(s), will then invite the next-next ranked Qualified Bidder(s) and so on. This sequence is subject to the Marginal Bid and Tie-Breaker Rules specified in Appendix 18 (*Evaluation Criteria and Scoring Methodology*). For the avoidance of doubt, the concerned next or next-next ranked Qualified Bidder(s) will not be allowed to conclude Project Agreements unless it has agreed to extend the Bid Validity Period and the Bid Security Validity Period as required by the Contracting Authority in accordance with Sections 4.4. and 4.5. above.

11.1.2 The Contracting Authority may in accordance with legal provisions refuse to enter into Project Agreements as per Appendix 17 with any or all remaining Qualified Bidder(s) where negotiations break down with the first Selected Bidder(s) and the first Selected Bidder(s) does not execute the Project Development Agreement and/or where applicable do not fulfill the condition(s) subsequent in accordance with the Project Development Agreement or the Support Agreement.

## **12 LIMITATIONS**

### **12.1 Right to suspend or discontinue the Bidding Procedure**

The Contracting Authority reserves the right to suspend the tender process, either temporarily or permanently, in accordance with legal provisions following any decision taken by the Contracting Authority in the event of internal reorganization or in any other unforeseen situation.

Bidders will have no right to receive any compensation for loss of profit, costs or expenses in the event that the Bidding Procedure is suspended.

### **12.2 Right to declare the Bidding Procedure unsuccessful**

The Contracting Authority will consider this Bidding Procedure unsuccessful if:

- No Proposal Submission has been submitted;
- No Proposal Submission comply with the Bidding requirements; or
- The Contracting Authority decides that the Project or Proposals do not provide an economic or acceptable solution for the Project(s) to the Contracting Authority.

### **12.3 Right to declare the Bidding Submission invalid**

A Proposal Submission shall be considered invalid in the event that:

- The Proposal Submission contains false information; or
- The Proposal Submission does not comply with any requirements of the Bidding Procedure.

### **13 FURTHER INFORMATION ON FUTURE SOLAR TENDERS**

This tender process is the first in a planned series of solar PV bidder-sited competitive procedures. Projects that are unsuccessful in the first tender process will be allowed to participate in future competitive procedures for the award of support measures to solar projects. The Contracting Authority plans to publish information on the timing and capacities of future competitive procedures in due course. The restrictions on individual project size and constraints for the proposed sites will also be reviewed for future tender rounds.

**APPENDIX 1**

**FINANCIAL BID FORM**

*[Appendix to be filled out by the Bidder]*

**[N.B. TO BE INCLUDED IN A SEPARATE ENVELOPE 3 AND NOT COPIED IN THE USB]**

**To: Ministry of Infrastructure and Energy**

**Tender Procedure:** Open

**Description of the Project:** Design, financing, construction, operation, maintenance of a Solar PV Facility, with a certain installed capacity, of which Supported Capacity up to 100 MW will get support measures, to be located at one or more Site(s) chosen by a Selected Bidder within the Republic of Albania (the “Procedure”).

I, the undersigned [•], hereby declare that:

The 15-year levelized fixed tariff for the energy produced from the Supported Capacity, as part of support measures, for the purchase of energy produced by such capacity is:

\_\_\_\_\_ (specified in 4 decimal places in numbers and words) Euro /  
MWh, without VAT.

Bidder name\_[•]

**Representative of the Bidder**

**Signature**

**Seal**

**Date:** [•]

**APPENDIX 2**  
**FORM OF BID SECURITY**  
 (Logo and the letterhead of the Bank)

Date: [•]

Beneficiary: Ministry of Infrastructure and Energy of the  
 Republic of Albania (“**Contracting Authority**”)

In the name of: [Name and address of Bidder, or Consortium]

**Tender Procedure:** Open

**Short Description of the Project:** Design, financing, construction, operation, maintenance of a Solar PV Facility, with a certain installed capacity, of which minimum installed shall be at least 10 MW and Supported Capacity up to 100 MW will get support measures, to be located at one or more Site(s) chosen by a Selected Bidder within the Republic of Albania (the “**Procedure**”).  
 (the “**Procedure**”).

With reference to the aforementioned Procedure, we have been informed that [•] (hereinafter called the “**Bidder**”) has been requested by you to submit before the Contracting Authority the Bid Security in the amount of **7,500/MW of Supported (offered) Capacity** as a condition for securing the Bid to Ministry of Infrastructure and Energy of the Republic of Albania in relation to the Project.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

The bank irrevocably undertakes to transfer in the account of Ministry of Infrastructure and Energy of the Republic of Albania the bank guarantee of the Bidder, in the amount of **7,500/MW of Supported Capacity** (within 15 (fifteen) calendar days from the submission of the first request in writing by the Contracting Authority, without demanding any explanations, provided that the request identifies the non-fulfilment of one of the following conditions:

- the Bidder withdraws or modifies its Bid during the Bid’s validity period;
- the Bidder does not provide the contract security and/or does not sign the Project Development Agreement/Support Agreement within the terms specified in Appendix 5 - (*Proposal Declaration Form*);
- the Bidder has offered or tried to offer any kind of recompense to employees of the Contracting Authority that are related to the Project;
- the Bidder has made false declarations in its Bid;
- the Bidder does not make payments in accordance with paragraph 3.13 (Costs) of the Bidding Procedure Documents within the period established by the Contracting Authority;
- the Bidder becomes the Selected Bidder, and it fails to extend its original Bid Security Validity Period until the date on which the Contract Security has been delivered in accordance with the Project Development Agreement.

This guarantee shall remain in force up to the provision of the Contract Performance Guarantee under the Support Agreement [•] and including [•], and any demand in respect thereof should reach the Bank not later than the above date.

[Signature and stamp of the Bank]

### APPENDIX 3

#### CORPORATE INFORMATION ON THE BIDDERS

<b>Bidder Information</b>	
Name:	
Type: (Corporation, Partnership etc.)	
Commercial registration no.:	
Legal seat:	
Address of principal office:	
Telephone number:	
Fax number:	
Email address:	
Primary area of business:	
Shareholder certificate (attach separately)	

<b>Consortium Member Information</b> (if applicable, fill in details for all members identifying the Lead Member)	
Name:	
Type: (Corporation, Partnership etc.)	
Commercial registration no.:	
Legal seat:	
Address of principal office:	
Telephone number:	
Fax number:	
Email address:	

<b>Consortium Member Information</b> <b>(if applicable, fill in details for all members identifying the Lead Member)</b>	
Primary area of business:	
Shareholder certificate (attach separately)	

**APPENDIX 4****LIST OF CONFIDENTIAL INFORMATION**

*[Appendix to be filled out by the Bidder]*

(Note down the information you wish to remain confidential)

Type, nature of information to be kept confidential	Number of pages and points in the tender documents you wish to remain confidential	Reasons for keeping this information confidential	Time limit for keeping this information confidential

## APPENDIX 5

### PROPOSAL DECLARATION FORM

**Tender Procedure:** Open

**Short Description of the Project:** : Design, financing, construction, operation, maintenance of a Solar PV Facility, with a certain installed capacity, of which up to 100 MW (inclusive) Supported Capacity will get support measures, to be located at a site chosen by a Selected Bidder within the Republic of Albania (the “**Procedure**”).

Referring to the above-mentioned Procedure, we, the undersigned [•], in the capacity of [•] declare that:

- A. having examined the Bidding Documents, we accept without reservation the requirements, deadlines and conditions stated in the Bidding Documents;
- B. we fulfil all legal, economic, financial and technical requirements stated in the Bidding Documents;
- C. our Technical and Financial Proposal is valid for the period stated in the Bidding Procedure Documents, and will remain binding on us if we are designated as Selected Bidder;
- D. the total installed capacity for the proposed Project is [•], and the Supported Capacity for which we seek support measures in this individual proposed Project is [•], as well as we provide information whether the proposed Supported Capacity is part of a greater project part of which will be operated on merchant terms [**yes/no**], and in the affirmative planned installed capacity for such part to be operated on merchant terms is [•],
- E. the aggregate Supported Capacity as per the Proposal or our Proposals considered jointly, in case of more than one Submission, does not exceed 100 MW;
- F. we authorize the Contracting Authority to verify the information and documents attached to this Proposal;
- G. we understand that MIE may cancel the Bidding Procedure at any time, that MIE is not bound to accept any Proposal that it may receive and that MIE invites the Bidders to submit their Proposals for the Project without incurring any liability to Bidders, in accordance with paragraph 12 of the Bidding Documents. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case shall we have any claim or right of whatsoever nature if the Project is not awarded to us.

Date of Declaration:

Bidder or Lead Member of Consortium:

Signature:

Seal:

## APPENDIX 6

### FORM OF POWER OF ATTORNEY

*(form to be completed from the Bidder)*

Today, on [ date], before me the Public Notary [public notary data], the undersigned Mr / Mrs [name, surname], born on [date], in [place, country], with his/her passport no [passport no], in the capacity of [position] with the [ Bidder / Consortium], hereby grants this power of attorney, to Mr / Mrs [name, surname], born on [date], in [place, country], with his/her passport no [passport no] (the **Representative**), to represent the [Bidder / Consortium member] in the bidding procedure “Design, financing, construction, operation, maintenance of a Solar PV Facility, with a certain installed capacity, of which up to 100 MW will get support measures, to be located at one or more Site(s) chosen by a Selected Bidder within the Republic of Albania” (**Procedure**) organized by the Ministry of Infrastructure and Energy of the Republic of Albania (**Contracting Authority**). The appointed Representative shall:

- (a) represent the Bidder / Consortium in the Bidding Procedure before the Contracting Authority;
- (b) execute and deliver any and all Bidding Documents, including but not limited to appendixes and financial bid forms, as prepared by the Bidder / Consortium and deliver them to the Contracting Authority, as per the requirements of the Bidding Documents;
- (c) sign on behalf of the Bidder / Consortium any and all Bidding Documents to be submitted;
- (d) represent the Bidder / Consortium in the correspondence, any questions and answers procedure with the Contracting Authority;
- (e) in general represent without limitation, the Bidder / Consortium under all matters, as per the Bidding Documents and the procedure.

The Bidder / Consortium shall remain liable before the Contracting Authority and any institutions in the Republic of Albania for any and all actions of the Representative.

I, the Public Notary [name, surname], hereby certify the execution of this Power of Attorney before me, in the free will of the party who has granted this Power of Attorney, and I do certify this document in accordance with the Law.

The Bidder / Consortium member

Public Notary

## APPENDIX 7

### STATEMENT ON CONFLICT OF INTEREST

*[Appendix to be filled out by the Bidder, or every member of the Consortium]*

To: [Name of the Contracting Authority]

We, [Name of the Bidder] are participating in the competitive process which will take place on [•] as announced by the Ministry of Infrastructure and Energy of the Republic of Albania, with contract value [•].

Conflict of interest is the state of conflict between the public duty and private interests of an official, where he has private interests, directly or indirectly that affect, which may affect or appear to affect the unfair carrying out of statutory duties and responsibilities.

In implementation of Article 21, point 1, of Law no. 9367, dated on 07.04.2005, the categories of Officials stipulated in Chapter III, Section II, that are absolutely forbidden to directly or indirectly benefit from the conclusion of contracts with a public party is:

- President of the Republic, Prime Minister, Deputy Prime Minister, Ministers, or Deputy Ministers, Members of Parliament, Judges of Constitutional Court, Judges of High Court, the Head of High State Audit, General Prosecutor, the Ombudsman, Members of the Central Election Commission, Members of High Council of Justice or General Inspector of the High Inspectorate of Disclosure and Audit of Assets, Members of regulatory Entities (Supervision Council of Bank of Albania, including the Governor and the Deputy Governor, of competition, Telecommunication, Electricity, Water Supply, insurance, bonds, media), General Secretaries of Central Institutions as well as every public official in each public institution whose position is equivalent to that of the General Directors.

If the official holds the position of the Mayor or Deputy Mayor, Chair or Deputy Chair of the Commune or City Council, member of the respective council or is an official of a high ranking position of a local government unit, the prohibition due to the private interests of the official, stipulated in herein, is only applied to the formation of contracts, according to case, with the Municipality, Commune or the county council where the official exercises these functions. This prohibition is also applied when party in the contract one is a public institution, subordinate to this unit (Article 21 point 2 of law No. 9367, dated on 07.4.2005).

The prohibitions stipulated in Article 21, points 1, 2 of Law no. 9367, dated on 04/07/2005, with the relevant exceptions, are applied to the same extent to the persons related to the official which to this law means: **the spouse, co-habitant, adult children or the parents of the official and the spouse or co-habitant.**

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

I am aware of the requirements and prohibitions provided in Law No. 9367, dated on 07.04.2005 "*On the Prevention of Conflict of Interest in the Course of Exercise of Statutory Functions*" amended, as well as in the by-laws issued for its implementation by the High Inspectorate of Disclosure and Audit of Assets.

In accordance with them, I declare that none of the officials set out in **Chapter III, Section II** of law no.

9367, dated on 07.04.2005, and in this statement, does not possess private interests, directly or indirectly with the legal person I represent herein.

Date of statement submission [•]

**Name, Surname, Signature**

---

Seal

## **APPENDIX 8**

### **STATEMENT OF CLEAR CRIMINAL RECORD**

*(to be completed from the Bidder)*

Statement of the Bidder participating in the competitive process which will take place on [•] as announced by the Ministry of Infrastructure and Energy of the Republic of Albania subject to the Project.

I, the undersigned [•] in the capacity of [•] of the Bidder [•] hereby state that:

- The Bidder [•] has not been convicted of a criminal offense,
- The Bidder [•] has not been convicted by a final court decision, relating to its professional activity.

Date of statement: [•]

Representative of the Bidder

Signature

Stamp

## APPENDIX 9

### AFFIDAVIT FOR FOREIGN BIDDERS

*(To be completed from the foreign bidders, or each foreign Consortium members)*

For the participation in the competition procedure [please insert the name of the procedure here] of the Ministry of Infrastructure and Energy of the Republic of Albania.

To: Ministry of Infrastructure and Energy of the Republic of Albania

Date: [•]

[*Name of Bidder / Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Bidder / Lead Member of Consortium*] [and each member of our Consortium (if applicable)]:

1. is duly registered, active, and it is not in bankruptcy or liquidation proceedings;
2. has not been convicted of fraud, corruption, collusion or money laundering or for a criminal act committed in the course of professional activity performance;
3. is not undergoing criminal investigation related to fraud, corruption, collusion or money laundering at the date of submission of the Bid and for the last three (3) years before submission of the Bid;
4. is not disqualified from bids or public procurement process in the Republic of Albania;
5. has not been debarred pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decision of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)) or be not included in any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognized international sanctions list; or in any other way be not involved in activities (directly or through any subsidiary) that are not in compliance with the sanctions promulgated by the UN Security Council or its Committees or national sanctions in the Republic of Albania).
6. has not had any unsettled tax liabilities, social security liabilities or liabilities in respect of judgments awarded in criminal or misdemeanor proceedings in the period of no less than three years prior to the date of the Bidding Documents publication.
7. acknowledges that a similar statement will be required to be issued at each stage of this Procedure.

Respectfully,

*Authorised Signature*  
*Name and Title*  
*Signatory Name of*  
*Bidder*  
*Address*



## APPENDIX 10

### PRE-QUALIFICATION CRITERIA

Pre-Qualification Documents shall comprise the following documents:

- Part I – Documents required by Section 1.1.1 hereunder;
- Part II – Information required by Section 1.1.2 hereunder;
- Part III – where the Bidder is a Consortium, documents required by Section 1.1.3 hereunder;
- Part IV – Power of Attorney required by Section 1.1.4; and
- Part V – optional, separately bound pre-printed literature as specified by Section 1.1.5.
- Part VI – Declaration of compatibility of the proposed technology and adherence to international standards

#### **Authentication, legalisation and translation Requirements**

- All documents comprising the Qualification Documents must be submitted in original or copies certified by a notary public.
- All documents comprising the Qualification Documents which were issued by non-Albanian public and state authorities must be legalised or apostilled in accordance with the Legalisation and Apostille requirements set forth by the Applicable Laws and the Albanian Ministry of Foreign Affairs.
- Documents notarised or certified copies by a public notary, outside the territory of Albania must also be legalised or apostilled in accordance with the Legalisation and Apostille requirements set forth by the Applicable Laws and the Albanian Ministry of Foreign Affairs.
- Bidders, upon written and duly signed notice to be included in the Qualification Application , may request to submit original, certified, legalised copies of the Qualification Documents after the Submission Deadline but no later than the Rectification Deadline as per paragraph 7.3. of the Bidding Documents.
- Documents in foreign (non-Albanian) language must be accompanied by the Albanian language translated version, which translation must be certified before a notary public and legalised or apostilled in accordance with the Legalisation and Apostille requirements set forth by the Applicable Laws and the Albanian Ministry of Foreign Affairs.
- For documents submitted in English, the Bidder may submit an Albanian language translated certified and legalised version after the Submission Deadline but no later than the Rectification Deadline as per paragraph 7.3. of the Bidding Documents.
- For documents submitted in English language version in certified and legalised form, the Contracting Authority may waive the requirements of submitting an Albanian language translated version prior to the award decision, provided that the Bidder(s) issue a binding commitment in a form satisfactory to the Contracting Authority to provide an Albanian language translated version by a given deadline as instructed by the Contracting Authority.
- The Contracting Authority reserves the right (but is not obliged) to request Bidders to rectify authentication, legalisation and/or translation requirements of all documents comprising the Qualification Documents during the evaluation phase, in accordance with the procedure under Section 7.3 of the Bidding Rules.

### 1.1.1 Part I – Admissibility Criteria

In Part I of the pre-qualification criteria each Bidder, or member of a Consortium of bidding companies shall provide the following:

- (a) The following legal documents and background information:
  - i. An excerpt issued by the Trade register, the Court vested with Commercial matter of competence, or any other competent public authority in the jurisdiction of the bidder, evidencing the registration of the bidder as a legal entity;
  - ii. A certificate issued by a competent public authority in the jurisdiction of the bidder, confirming that the bidder is not in bankruptcy or liquidation proceedings;
  - iii. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder has not been convicted of a criminal offense;
  - iv. An attestation issued by a competent authority at the jurisdiction of the bidder certifying that the bidder has not been convicted in connection with its professional activity;
  - v. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder's capitals and assets are not subject of a bailiff enforcement order;
  - vi. An attestation issued by a competent authority in the jurisdiction of the bidder certifying that the bidder is not in criminal prosecution;
  - vii. An attestation issued by a competent public authority in the jurisdiction of the bidder (i.e. tax authority), certifying that the bidder does not have unsettled tax liabilities or social security obligations
  - viii. A document evidencing the organizational structure of the Bidder

If the attestations / certificates listed ii-vii may not be issued in the jurisdiction where the Bidder has its place of registration or the main place of business, it will be sufficient for the bidder to execute an Affidavit in the form of an Affidavit as per Appendix 9 (*Affidavit for Foreign Bidders*) under the bidding instructions. Bidders with their place of registration in Albania may execute a Statement of Clear Criminal Record in the form of an Appendix 8 (*Statement of Clear Criminal Record*) attached to these Bidding Procedure Documents to satisfy requirements provided in sub-paragraph iii) and vi) above.

- ix. The bidder should not be listed as an entity which cannot carry out commercial activity in Albania or EU states and should not be blacklisted in International Financial Institutions' (IFIs') lists.
- x. The bidder must not appear on any UN list of persons suspected of involvement in terrorist activities or any other relevant national or international blacklists.
- xi. The bidder and any shareholder in its ownership chain, including its ultimate beneficial owner, or any of its subsidiaries or principals, must not reside, have activities in, trade with or have links to the countries embargoed by OFAC or subject to EU or UN sanctions or is in a country that is [blacklisted](#) by the EU.
- xii. a written statement from the Bidder (or a written statement from each member of the Consortium) as detailed in Appendix 7 (*Statement on Conflict of Interest*) on the conflict of interest; in case the Bidder is a Consortium, Appendix 7 (*Statement on Conflict of Interest Form*) must be signed also by the Authorized Representative of the Consortium;
- xiii. basic information on the Bidder (or each member of a Consortium) as detailed in Appendix 3 (*Corporate Information on the Bidders*), including an up to date list of shareholders and information on ultimate beneficiaries of the Bidder, i.e. natural person(s) who ultimately own or control a company (SPV) and/or the natural persons on whose behalf a transaction or project is being conducted, and/or those persons who exercise ultimate effective control over a legal person or arrangement, have substantial economic interest in or receives substantial economic benefit

from a company.

These should encompass in particular individuals who meet one or more of the following five conditions:

- directly or indirectly holds more than 10% of shares in the Bidder;
- directly or indirectly holds more than 10% of voting rights in the Bidder;
- directly or indirectly holds the right to appoint or remove a majority of the directors of the Bidder;
- has the right to exercise, or actually exercises, significant influence or control over the Bidder; and/or
- where a trust or firm would satisfy one of the first four conditions if it were an individual, any individual holding the right to exercise, or actually exercising, significant influence or control over the activities of that trust or firm.

Information for each beneficial owner must include:

- the present full name and any former name;
- nationality and national identity number;
- country of residence;
- the date and place of birth;
- level of beneficial ownership; and
- details of how ownership, control or economic interest is exerted. If all such details have been filed on a centralized beneficial ownership register in the country of registration, the application may fulfill this requirement by cross-referencing and attaching such filing. Each member of a Consortium should disclose beneficial ownership information. A Bidder shall give written notice to the Special Commission, as soon as reasonably practicable, of any material change, including changes in beneficial ownership from that originally reported.

- (b) A Proposal Declaration Form in the form of Appendix 5 (*Proposal Declaration Form*), which includes, among other things, a statement confirming that they accept the terms of the Project Development Agreement, Support Agreement (as amended in accordance with the Bidding Procedure Documents, if applicable) as drafted. If the Bidder is a Consortium, Appendix 5 (*Proposal Declaration Form*) must be signed by the authorized representative of each Consortium member.
- (c) The Bid Security of 7,500 EUR per MW of Supported Capacity in the form set out in Appendix 2 (*Form of Bid Security*). If the Bidder is a Consortium, one Bid Security shall be provided for the entire Consortium for a specific Project.

**Certificates and extracts required under this section, should be updated and not be older than 90 calendar days prior to the Submission Deadline.**

The Contracting Authority reserves the right to request Bidders to provide updated versions of the extracts, certificates or corporate documents under this section during the evaluation phase, in accordance with the procedure under Section 7.4. of the Bidding Documents.

### 1.1.2 Part II – Other Pre-Qualification Criteria

In Part II of the Proposal Submission relating to other Pre-Qualification Criteria, the Bidder shall submit proof that it meets the Pre-Qualification Criteria set out in Appendix 11 demonstrating it has the technical and financial resources (*Specific Qualification Criteria*).

#### 1.1.2.1 Recognition of experience in respect of a group companies

A Bidder, in respect of the Qualification Criteria QC1 and QC2 in Appendix 11, may submit relevant information and documents of the Bidder's Group Companies proving however that the Bidder's Group Companies meet the Qualification Criteria QC1 and QC2 in Appendix 11. "Bidder's Group Companies", herein, is considered every entity which is directly or indirectly Controlled by the Bidder.

The definition "Control" shall refer to the possibility of exercising decisive influence on an undertaking, natural or legal person, on the basis of shareholding or voting rights, contracts or any other means, either separately or in combination, and having regard to the considerations of fact and law involved.

If a Bidder shall use the credentials of Bidder's Group Companies, as per paragraph above, then the Bidder shall be obliged to present for the Bidder's Group Companies all the documents listed in 1.1.1. Part 1 – Qualification Criteria (a) in this Appendix 11.

In addition, the Bidder shall provide certified legal evidence of its relation with the Bidder's Group Companies, evidencing ownership and Control.

### 1.1.3 Part III – Consortium Documents and Requirements

A Bidder wishing to qualify as a Consortium must submit a declaration attesting the Contracting Authority that no material change has occurred to the following:

- (a) A Power of Attorney, duly notarized evidencing the appointment of the person who is duly authorized by all the Consortium members to act on their behalf;
- (b) A Consortium Agreement, in notarized form, as submitted during the Bidding stage, entered into between and executed by the legal representatives of its members which, inter alia, maintains confirmation that each member's commitment to, and interest held, in the Consortium, which comply with the following requirements:

- For a consortium member to contribute towards satisfaction of the Technical and Financial Criteria, it must have a minimum shareholding of 20% in the consortium.
- Minimum Lock-in-period in the SPV for the consortium member that contributes towards satisfaction of the Technical and Financial Criteria- of 3 years from the commencement operation date (COD), during which these members may not exit their role in the Consortium. This would in particular provide adequate timing for the Technical Member to transfer its know-how to other members (e.g. locals). After expiry of the lock-in-period with the SPV, these members would be entitled to exit the SPV, in accordance with the terms and conditions of the PDA. If they exit before, the Albanian authorities would be entitled to disqualify or terminate PDA seeking

compensation thereunder.

- Consortia members joint liability - under the Consortium Agreement, all members would be jointly liable from signing of the Project Development Agreement until registration of the SPV. Upon registration of SPV, even though the liability is transferred to SPV, all members would remain jointly liable alongside with the SPV, at least until COD.
- The Consortia members should clearly identify the percentages of each member's participation in the Consortium, and subsequently the participation in the SPV.
- The Consortia members must identify and elect the Lead Member of the Consortium, which shall be irrevocably authorized to represent all the members of the Consortia in the Bidding Procedure.
- Consortium Agreement must clearly indicate the detailed contributions, scope of work and duties and responsibilities of each of the members in the Consortium in the Project

#### **1.1.4 Part IV – Power of Attorney**

Each Bidder (or if the Bidder is a Consortium, each member) shall provide as Part IV of the Qualification Documents a written power of attorney in the form of Appendix 6 (*Form of Power of Attorney*) duly notarized, indicating that the person(s) signing the Bid has the authority to sign.

#### **1.1.5 Part V – Pre-Printed Literature**

If the Bidder wishes to provide pre-printed literature (e.g. brochures) about the Bidder or the Consortium members, that pre-printed literature shall be contained in Part V of the Qualification Documents and shall be separately bound. Pre-Printed Literature may be submitted in Albanian or English version. The Contracting Authority reserves the right to request the Bidder to submit Albanian language translated version in a form satisfactory to the Contracting Authority, by a given deadline as instructed by it in accordance with paragraph 7.4..

## APPENDIX 11

### SPECIFIC QUALIFICATION CRITERIA

Qualification Criteria - Technical	Required Documents / Forms
<p>These criteria are assessed on a Pass / Fail basis.</p>	<p>Supporting documents to justify the bidder's capacity For a consortium member to contribute towards satisfaction of the Technical and Financial Criteria, it must have a minimum shareholding of 20% in the consortium.</p>
<p><b>QC1: Technical Criteria 1 – Past Experience 1</b></p> <p>Experience with the development and operation of a solar photovoltaic (PV) electricity generation plant in installed capacity equal <b>at least with the greater of:</b></p> <p style="margin-left: 20px;">(a) <b>2 (two) (MW/AC) of the installed capacity;</b> (b) <b>15 (fifteen) % (percent) of the installed capacity (MW/AC) of the proposed Project.</b></p> <p>For example, if the proposed project will have an installed capacity of 20 MW/AC, the bidder must demonstrate experience developing and operating at least 1 plant of 3 MW/AC. For example, if the proposed project will have an installed capacity of 10 MW/AC, the bidder must demonstrate experience developing and operating at least 1 plant of 2 MW/AC.</p>	<p><b>DQC1:</b></p> <ul style="list-style-type: none"> <li>• Valid certificates of commissioning or any other similar document</li> <li>• Form A2, as per this Appendix</li> <li>• Each experience criterion must be met by (at least) one Consortium member (subject to meeting the minimum shareholding).</li> </ul>

For each plant presented, to demonstrate experience of **development** for the purposes of QC1, the Bidder must provide at least one of the following documents showing the Prospective Bidder in the role of developer:

- Development contract for the plant, and/or
- Preliminary or final land agreement for the sale and/or surface rights acquisition of land parcels related to the construction of the plant, and/or
- Permit issued by a relevant public body for the construction of the plant, and/or
- Grid connection agreement related to the electric grid connection of the plant, and/or
- Proof of winning bids related to the development and construction of the plant and/or.
- Generation license.

For each plant presented to demonstrate experience of **operation** for the purposes of QC1, the Bidder must provide:

- O&M contract, asset management contract or other types of operation contracts for the plant, showing the Prospective Bidder either as the service provider or as the buyer of the service.
  - In the case where the Prospective Bidder was the main O&M contractor to a project company but outsourced the O&M services to a third party, the Prospective Bidder should provide the main O&M contract between itself and the project company.
  - If the Prospective Bidder operates his own power plants with his own resources, labor contracts

and proof of latest payments to the assigned personnel must be provided.

For the avoidance of doubt, and as explained above in relation to reliance on experience attributed to group of companies, any documents nominated to an SPV (Special Purpose Vehicle) or Project Company, must be accompanied with proof of the Bidder that it exercises effective Control over that SPV or Project Company.

Please note that the above documents must be submitted complete of all their sections, including any attachments.

<b>Qualification Criteria – Economic</b>  These criteria are assessed on a Pass / Fail basis.	<b>Required Documents / Forms</b>  Supporting documents to justify the bidder’s capacity For a consortium member to contribute towards satisfaction of the Technical and Financial Criteria, it must have a minimum shareholding of 20% in the consortium.
<b>QC2: Economic Criteria</b>  At the end of the most recent fully audited financial year:  (i) Audited Balance Sheets and/or Financial Audit Reports of the last 3 financial years, which certify the net worth of the company, calculated as the difference between total assets and total liabilities, <b>to be at least the greater of: (a) EUR 0.3 million per MW of the Supported Capacity and (b) EUR 5 million in each of the last 3 years.</b>	<b>DQC2:</b> For (i) and (ii): <ul style="list-style-type: none"> <li>• Fully audited financial statements for the last 3 years<sup>9</sup></li> </ul> The financial statements shall: <ul style="list-style-type: none"> <li>- be audited by an independent auditor;</li> <li>- be complete, including all notes to the accounting/financial statements; and</li> <li>- correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul> <ul style="list-style-type: none"> <li>• the Bidder shall provide an auditor’s certificate specifying the Net Worth of the Bidder.</li> <li>• Form A1 attached hereto.</li> <li>• Consortium’s net worth can be calculated as the sum of all members (subject to meeting the minimum shareholding).</li> </ul>

<sup>8</sup> If the financial statements are expressed in another currency, they shall be converted into EUR using the exchange rate published by the Central European Bank on the date of publication of this Bidding Procedure. The amounts in LEK can be converted in EUR using the exchange rate of the Bank of Albania on the date of the publication of the Bidding Procedure Documents.

<sup>9</sup> Bidders who are not subject to auditing by law, should submit statements which are presented to the relevant authorities.

**FORM A1**

BIDDER: [•]

**GENERAL INFORMATION**

1.	Name:		
2.	Registration no / VAT or fiscal ID:		
3.	Address of headquarters:		
4.	Phone:		
	Fax:		
	Telex:		
	E-mail:		
5.	Registration/matriculation certificate		<p>.....  <i>(number, date and place of registration/  matriculation)</i></p>
6.	Scope of activities:		<p>.....  <i>(in accordance with the articles of association,  acts of incorporation or similar )</i></p>
7.	Net worth of the company for the last 3 years of the Bidder		
		Year	Annual net worth of the company as of December 31st [•]  <i>([in original currency])</i>
	1.		
	2.		
3.			
8.	Name of the person who can be contacted by the Contracting Authority in view of obtaining clarifications, with the indication of the address and telephone number, email address, where this person can be contacted, if different from the above.		

Bidder,

.....  
(authorized signature)

**FORM A2**

BIDDER: [•]

**SIMILAR EXPERIENCE<sup>10</sup>**

1.	Name and size of the plant:	
2.	COD Date:	
3.	Offtaker:	
4.	Offtaker Address	
5.	Type of contract <sup>9</sup> :	
6.	Country:	
7.	Were there any litigations regarding the execution of contract, in which the Bidder was the defendant, their nature and manner of settlement	
8.	Technology of Solar Photovoltaic System (tracking or static one)	
9.	Total Installed capacity (MVA) based on the output of the main transform	
10.	Activities performed by the Bidder	<input type="checkbox"/> Development <input type="checkbox"/> EPC/construction <input type="checkbox"/> Operation

Bidder,

.....  
 (authorized signature)

<sup>10</sup>Separate sheets shall be filled in for each particular contract, which shall be confirmed at the request of the Special Commission.

<sup>11</sup> Convert in EUR using the exchange rate published by the Central European Bank on the date of publication of this Biding Documents. The amounts in LEK can be converted in EUR using the exchange rate of the Bank of Albania on the date of the publication of the Bidding Documents

<sup>9</sup> See Appendix 4/1

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<sup>10</sup>Separate sheets shall be filled in for each particular contract, which shall be confirmed at the request of the Special Commission.

<sup>11</sup> Convert in EUR using the exchange rate published by the Central European Bank on the date of publication of this Bidding Documents. The amounts in LEK can be converted in EUR using the exchange rate of the Bank of Albania on the date of the publication of the Bidding Procedure Documents.

## APPENDIX 12

### SITE AND PROJECT QUALIFICATION CRITERIA

Each Bidder must demonstrate the viability of its Proposed Site by submitting a Technical Proposal comprising the documents and meeting the requirements below.

- (1) Evidence that the Proposed Site is not located in areas defined as “constraints” or “no go areas” in the Solar Siting Study in Appendix 16 (*Solar Siting Study*).
  - This may include without limitation cadastral maps or, if such cadastral maps are not available, maps drawn by licenced experts, evidencing the location of the proposed Site and the location within the proposed Site of each of the parcels of land or other equivalent maps with clearly visible coordinates for the Proposed Site.
  
- (2) Development permit or evidence that all documents are sufficiently satisfactory to obtain a development permit by the competent authority (including timeline for obtaining such development permit), in accordance with Law No. 107/2014 "On Territorial Planning and Development", as amended ("Law 107/2014"), and the decision of the Council of Ministers No. 408, dated 13 May 2015 "On the approval of the Regulation of the Territory Development", as may be amended ("DCM 408"), or any equivalent binding decision issued by a competent authority in this respect attesting to a potential issuance of a development permit in accordance with the Applicable Laws
  - The development permit is defined by Law 107/2014 as a document which sets out the development conditions regarding a certain property. The development permit serves as a basis for the issuance of a construction permit and is valid until the obtention of the latter.
  - The development permit is required regarding any cadastral parcel and it has to be granted in compliance with the general regional plan or detailed regional plan, as the case may be.
  - The application for the development permit is done online through the e-permit portal which may be found on the website e-albania.al. Depending on the location of the Proposed Site, the development permit may be issued by the National Territory Council, or the mayor of the relevant municipality.
  - The procedure and documents<sup>6</sup> required for the obtention of the development permit are laid out under DCM 408. The duration of the procedure for the obtention of the development permit may be between 25 (twenty-five) to 35 (thirty-five) Business Days, from the submission of the application. An additional period of 30 (thirty) Business Days is required if there is a need to perform an archaeological inspection of the area or if the opinion of cultural heritage institutions, or of other relevant public institutions, is required.
  
- (3) If the Project is proposed to be connected to the TSO network, grid connection offer issued by the TSO, in accordance with the Transmission Code, approved by decision No. 186, dated 11 November 2017, as may be amended ("Transmission Code") of the Albanian Energy

Regulatory Entity and the Rules of Procedures for New Connections and Modification of Existing Connections to the Transmission Network, approved by decision No. 87, dated 20 April 2018 of the Albanian Energy Regulatory Entity`, as may be amended ("Regulation on New Connections") or, if the Project is proposed to be connected to the DSO network, a connection offer issued by the DSO, in accordance with the DSO network code, approved by decision no. 100, dated 26 August 2008 and the Regulation on New Connections to the Distribution Network, approved by decision no. 166, dated 10 October 2016 of the Albanian Energy Regulatory Entity, as amended ("Regulation on New Connections to the Distribution Network")..

3.1. In order to apply for a connection offer, the Bidder shall submit to the TSO or DSO, as relevant for the Proposed Project, an application form, as set out under the Regulation on New Connections, accompanied by a set of legal and technical documents<sup>7</sup>.

3.2. For the application process before the TSO or DSO depending on the Proposed Project, upon payment of a fee as per paragraph 1.17 of these Bidding Documents the prospective Bidder is deemed to be automatically issued **an expression of interest confirmation**<sup>2</sup> thereby confirming interest of the Bidder to make a Proposal according to these Bidding Rules. Without prejudice to this process, the Contracting Authority may outline and communicate a different process to be followed by the Bidder in this respect.

3.3. The Bidder shall submit an application to either the TSO or DSO as relevant for its Project and present the proof of payment equivalent to an expression of interest confirmation.

3.4. For the sake of clarity, if the Project Supported Capacity is linked to or is technically part of a larger project that includes a Merchant Capacity (which is not subject to support under the Support Agreement), the Bidder is permitted (but not obliged to) submit application for a grid connection to either the TSO or DSO as relevant that includes request for connecting the Merchant Capacity. To this effect and subject to technical conditions, a single grid connection may be issued for a project that includes a Supported Capacity and a Merchant Capacity.

3.5. Upon receiving the application and the confirmation of expression of interest, the TSO or DSO as relevant for the Proposed Project, conducts a study on the receivability of the application and afterwards submits to the Bidder a "connection offer" which the latter may elect to accept within 60 (sixty) days from its reception, by signing the "acceptance declaration".

3.6. For the sake clarity, Bidders may submit applications to either the TSO or DSO as relevant, *on a rolling basis*, as required for the issuance of a grid connection until the latest the Submission Deadline.

3.7. It is worth noting that the connection offer, duly accepted by the Bidder does not constitute a grid connection agreement. The TSO or DSO as relevant for the Proposed

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<sup>2</sup> For the sake of clarity, in accordance with the relevant section 1.16 of the Bidding Documents, upon payment of the fee by the prospective Bidder, confirmation of payment of such fee is deemed to also constitute a confirmation of an expression of that prospective Bidder to submit a Proposal.

Project, and the Bidder may sign the grid connection agreement within 18 months from the reception of the grid connection offer by the Selected Bidder.

3.8. In the event that a prospective Bidder has obtained a connection offer by the OST or DSO as relevant for the Proposed Project, upon submission of an attestation or confirmation of expression of interest issued by the Contracting Authority in accordance with point 3.2. above, that connection offer for a Project will expire with immediate effect if upon the assessment of the Qualification Criteria by the Special Commission that prospective Bidder results **not** being a Qualified or Selected Bidder in accordance with these Bidding Rules

[i.e. For the sake of clarity the grid connection notice for a Project shall be considered as expired upon the Bidder being served by the Special Commission a Non-Qualified Bidder Notice (i.e. stating that Project has not passed the Qualification phase) or upon being served a Non-Successful Bidder Notice (stating that the Project has unsuccessful in the Evaluation phase)]

3.9. If a Selected Project that is retained as successful following the Evaluation phase, is linked to or is part of a larger project containing a Merchant Capacity and if the grid connection issued as per the above covers that Merchant Capacity, the Contracting Authority will employ best efforts to support and facilitate the application of that Selected Bidder for an authorisation under the DCM 822 in connection to the Merchant Capacity.

(4) Preliminary Environmental and Social Impact Assessment (ESIA) prepared in accordance with Appendix 14 (*Terms of Reference for Preliminary ESIA*).

- For the avoidance of doubt, this stage does not require a Bidder to complete the formal procedure to obtain formal approval by the potential lenders or the Albanian competent authorities of a full ESIA study; it only requires preparation of a **Preliminary ESIA** in Accordance with Appendix 14 and in accordance with the EBRD’s “Environment and Social Policy” and their related Performance Requirements. The assessment will also be aligned with the relevant requirements of the Environmental Impact Assessment (EIA) Directive 2011/92/EU of 31 December 2011, as amended by Directive 2014/52/EU; and good industry practice for the development of solar PV facilities such as for example the World Bank Group (WBG) ~~Environmental or equivalent standards~~; as well as environmental and social standards and requirements applicable by potential lenders, such as the International Financial Institutions (IFIs), and standards applicable by commercial banks adhering to the Equator Principles available at: <https://equator-principles.com>.
- Within 12 (twelve) months after the Award Decision on the Selected Bidder(s) (which period may be extended for or by, a) the duration of a Force Majeure Event, b) Governmental Material Adverse Act, c) requirements of Albanian competent authorities,<sup>8</sup> d) requirements for additional environmental and social surveys (required to collect seasonal data)), and building on the Preliminary ESIA submitted as a part of the Proposals, Selected Bidder(s) must complete the formal procedures for the formal issuance of the environmental permit under the Albanian law and for obtaining formal approval of a full ESIA by the potential lenders. For more details please refer to

Appendix 15 (*Terms of Reference for full Environmental and Social Impact Assessment Study (post-Award)*)

- ~~For more details on the full ESIA, please refer to Appendix 15 (*Terms of Reference for full Environmental and Social Impact Assessment Study (post-Award)*)~~
  - For the avoidance of doubt, performance of the Preliminary ESIA and the ESIA requires a Bidder to arrange for the consultation of the affected public, relevant stakeholders and communities in accordance with the Applicable Laws, provide them access to the relevant environmental information and allow them to submit comments. This is without prejudice to the right of the affected parties to challenge a decision of the Contracting Authority before the relevant bodies pursuant to the Applicable Laws.
- (5) Energy yield report for P50 (based on the multi-year solar radiation (according to the multi-year average values of the solar radiation based on the data of the ex-Hydrometeorology Institute (actually - Department of Meteorology of Institute of Geosciences (IGEO) for the area or at least a year of onsite measurements (if they are carried out) as required by good industry practice.
- For the measurement campaign it is required:
    - Average Multi-Year Hourly Solar Radiation GHI (Global Horizontal).
    - TPI (Optimal Angle of Tilted Plane).
    - Soiling and suspended particles.
    - Reflectance.
    - Minimum and Maximum Multi Year Temperatures of cell, ambient and shadowed ambient.
    - Humidity.
    - Rainfall.
- (6) Evidence that the Bidder has right of ownership or exclusive real right to occupy, use and enjoy the proposed site, with a view to design, construct, install, operate and maintain the project, submitted in a form satisfactory for a potential future issuance of a construction permit, where available duly registered with the relevant local directorate(s) of the State Cadastre Agency, and where cadastral registration or cadastral maps are not available, provide maps drawn by licenced experts, evidencing the location of the proposed Site and the location within the proposed Site of each of the parcels of land. The Bidder shall ensure that parcels of land over which the Bidder claims real rights and where the transmission line will be located are duly identified in the relevant maps.
- For the avoidance of doubt, formal issuance of the construction permit is not required at the Bidding stage; it must be completed by the Selected Bidder after an award decision.
  - Demonstration of title of ownership or use may, without limitation, include, ownership certificates, contracts for the transfer of ownership right over the site or right to use and enjoy the site; lease, emphyteusis or usufruct contracts, authorisations for use of a public site issued by the competent public bodies or municipalities.
  - Regardless of the process for acquiring the necessary land rights or property, the developer should in any case maintain compliance with the Applicable requirements

**for ESIA as outlined in Appendix 15, including the preparation of a Resettlement Plan for the proposed site, transmission line and any other associated facilities.**

- (7) Evidence that sufficiently demonstrates availability of land for right of way as required for the construction and operation of the transmission line for connecting the Project to the grid by TSO approval and in accordance with the applicable laws No. 43/2015 as amended “On Power Sector”, and no 7/2017 “On promotion of energy from Renewable sources”.
- Each Bidder shall be required to identify the parcels of land (either private or publicly owned) upon which shall be constructed the transmission line. The Bidders shall be required to submit contractual arrangements/promises or letters of agreement “in principle” issued by the owners or users of the relevant parcels of land which demonstrate that the Bidders shall be granted the right of way over each parcel of land for the construction, operation and maintenance of the transmission line.
  - Regardless of the process for acquiring the necessary land rights or property, the developer should in any case maintain compliance with the Applicable requirements for ESIA as outlined in Appendix 14, including the preparation of a Resettlement Plan for the proposed site, transmission line and any other associated facilities.
  - Where cadastral registration or cadastral maps are not available, the Bidder shall provide maps drawn by licenced experts, evidencing the location of the proposed transmission line against the location within the proposed Site of each of the parcels of land. The Bidder shall ensure that parcels of land over which the Bidder claims real rights and where the transmission line will be located are duly identified in the relevant maps.
- (8) Binding statement issued by a Bidder attesting compliance of the equipment and of the design, construction, commissioning, and operation of the Project with the international standards and technical specifications.
- All the relevant and applicable international and local standards shall be applied. The following list of minimum relevant standards shall be considered as a non-exhaustive reference:
  - **Solar PV Panels**

The PV modules should be in the following compliance with the following standards:

    - IEC61215/IEC61730/IEC61701/IEC62716/UL61730.
    - ISO 9001: Quality Management System.
    - ISO 14001: Environmental Management System.
    - ISO14064: Greenhouse Gases Emissions Verification.
    - ISO45001: Occupational Health and Safety Management System.
    - Certification CE.
    - Certification TÜV SÜD.
    - Certification TÜV Rheinland.
    - PV CYCLE
  - **Invertors**

The **Invertors** should be in the following compliance with the following standards:

    - IEC 61683: Efficient measures
    - IEC 62109, IEC 61727 and IEC 62116.

- ISO 9001: Quality Management System.
- IEC 60068-2 / IEC 62093: Environmental analysis
- ISO 14001: Environmental Management System.
- ISO14064: Greenhouse Gases Emissions Verification.
- IEC 62103/ 62109-1&2: Electric safety
- IEC 61000-6-2, IEC 61000-6-4 and other binding parts IEC 61000: Electromagnetic compliance (EMC)
- IEEE1547/IEC 62116/ UL1741 or the equivalent of the BIS Standards: Network isolation
- ISO45001: Occupational Health and Safety Management System
- Certification CE.
- Certification TÜV SÜD.

- **Supporters**

The **Supporters** should be in compliance with the following standards:

- ISO 9001: Quality Management System.
- ISO 14001: Environmental Management System.
- ISO14064: Greenhouse Gases Emissions Verification.
- ISO45001: Occupational Health and Safety Management System
- Certification CE.
- Certification TÜV SÜD.

- **Cables**

The **Cables** should be in the following compliance with the following standards:

- DIN VDE 0295 class 5 and IEC 60228 cl. 5
- IEC 60754-1 or DIN EN 60754-1
- VDE 0482 Part 332-1-2, IEC 60332-1-2
- EN 50262
- EN 60947, ROHS, UL, CE
- ISO 9001: Quality Management System.
- ISO 14001: Environmental Management System.
- ISO14064: Greenhouse Gases Emissions Verification.
- ISO45001: Occupational Health and Safety Management System
- Certification CE.
- Certification TÜV SÜD.

- **Transformers and all other electrical parts**

The **Transformers and all other electrical parts** should be in the following compliance with the following standards:

- IEEE1547/IEC 62116/ UL1741 or the equivalent of the BIS Standards: Network isolation
- Certification CE 1035.
- Certification UL LISTED E508730
- Certification Cere IEC 62817:2014+A1:2017
- Certification Bureau Veritas ISO 9001, ISO 14001, ISO 45001.
- Certification DNV-GL
- 60269 CE, UL, RoHS
- ISO 9001: Quality Management System.
- ISO 14001: Environmental Management System.

- ISO14064: Greenhouse Gases Emissions Verification.
- ISO45001: Occupational Health and Safety Management System Certification CE.
- Certification TÜV SÜD.

**Other standards to be considered**

- IEC 61400-40 Electromagnetic Compatibility (EMC),
- IEC 61400-415 Terminology.
- The PV modu IEC 61400-01 Design requirement;
- IEC 61400-12-1 Power performance measurements;
- IEC 61400-13 Measurement of mechanical loads;
- IEC 61400-14 Declaration of sound power level and tonality;
- IEC 61400-15 Assessment of site specific wind conditions for wind power stations;
- IEC 61400-24 TR Lightning protection;

(9) A Pre-Feasibility Study covering:

- (a) Technical aspects
- (b) Summary of Environmental and social aspects based on the preliminary ESIA (as specified above and in detailed Annex 14 below).
- (c) Financial aspects
  - A financial plan showing for each year throughout the project life:
    - P50 Energy yield (based on item 5 above and any expected degradation over time);
    - Project development costs (“devex”);
    - Capital costs (“capex”);
    - Funding of development and capital costs (equity and debt contributions to total annual funding requirement in each case);
    - Operations and maintenance costs;
    - Decommissioning costs.

(10) Evidence of trustworthy and verifiable funding to cover the total value of the proposed Project investment in the form of either:

- (a) Letter(s) of "in principle" support issued by financing institution(s) with a minimum credit rating of A3 by Moody's (or equivalent); or
- (b) Authorisation from the company's Board, or similar highest decision-making authority of the Bidder, to provide funding from internal sources
- (c) A combination of (a) and (b) above.

**(11) In case of Projects that have obtained pre-authorisation in accordance with Council of Ministers Decision 822, evidence that sufficiently demonstrates that Construction has not started for that Project and that a final investment decision has not been taken or final financial close has not been reached.** This may include without limitation:

- (a) Shareholders` decision or management board decision or any other equivalent decision from a high level corporate body which is competent in accordance with the statutes or articles of association of the relevant Bidder, attesting that an

investment decision or financial close will **not** be reached based on the existing market conditions, and/or

- (b) on-site expert evaluation attesting that Construction has not started. For the purpose of this point, “**Construction**” refers to commencement of construction works based on a duly obtained construction permit in accordance with the Applicable Laws, and start of construction works pertaining to the Project that can be attested by an authorised expert in accordance with the Applicable Laws. Where relevant, the Contracting Authority reserves the right to seek a further attestation from a licensed Expert verifying that Construction has not started for a relevant Project in the Submission.

For the avoidance of doubt, if a Project submitted by a prospective Bidder, is part of a larger project that includes a Merchant Capacity part, proceedings to obtain an authorisation under DCM 822 must be followed independently from this process. However, as mentioned in point 3 above, if the Selected Project resulting successful in accordance with these Bidding Rules, is part of a larger project that includes a Merchant Capacity part, the Contracting Authority shall employ best efforts to facilitate or expediate the authorisation process of that Merchant Capacity in accordance with the DCM 822. Whilst the Contracting Authority will employ its best efforts to this effect, this provision should not be interpreted in any way as imposing a binding or result obligation under the Contracting Authority.

## APPENDIX 13

### MINIMUM TECHNICAL SPECIFICATIONS

#### A. Technical specifications of Photovoltaic Plant

##### 1. Project magnitude

The Project is comprised of an installed capacity to be determined by the bidders, of which up to 100 MW of Supported Capacity, shall benefit from the support measures, for the promotion of use of electricity from renewable sources of solar energy. The Total Auctioned Capacity of 300 MW is in line with the provisions of the National Energy and Climate Action Plan for 2021-2030 (approved by Council of Ministers Decision no. ... Dec. 2021).

##### 2. Quality specifications of the PV technology

There is no restriction on deploying the most advanced technologies in moving single-axis and/or bifacial modules. At the following table are presented the main minimum specific quality requirements for PV Panels:

1	Efficiency higher than	20.00%
2	Temperature	-40 degrees Celcius to +45 degrees Celcius
3	Impact Resistance	32 mm diameter hail at 23 m/s
4	Tempered Glass	High-transmission tempered anti-reflective
5	Junction Box	IP-68, Rehne ZJRH 05-8 or Zerun Z4S or Staubli Evo2, 3 bypass diodes
6	Weight lower than	35 kg
7	Reduction of efficiency of solar PV after 25 years not to lower than	20% for 25 years
8	Performance panels expected useful life higher than	25 years
9	Measured at Standard Test Conditions (STC):	Irradiance of 1000 W/m <sup>2</sup> , AM 1.5, and cell temperature 25 degrees Celcius.

- b. **Module efficiency.**  $\geq 20\%$  as by factory datasheet.
- c. **Quality of the surface of the Modules.** Bankable guarantees from manufacturer, Mechanical guarantee  $\geq 10$  years. LID/PID immune. Yield degradation  $\leq 20\%$  in year 25. salt corrosion & ammonia test certificate (IEC 61701 & 62716). Mechanical testing by 61730 and degradation testing by 61250.

**Quality of bearing structures.** The structure of the PV modules should withstand atmospheric conditions and maximum wind and snow values as per site conditions. Both the structure above and below ground, must withstand intense oxidation conditions Foundation piles in in-factory pre-cut HDG with  $> 90$  mc coating. Rafters and beams supporting the panels in AL 6005T5. Nuts and bolts in 316L self-locking. Galvanic insulator between bimetal joints.

##### 1. Inverters

PV plants inverters must comply with the latest versions of the IEC Standards, and meet the requirements for safety, health and environmental protection according to CE requirements, as follows:

<b>Parameters</b>	<b>Standards</b>
Efficiency	higher than 96%
Degree of protection	IP 66
Cooling	Regulated air cooling
Ambient temperature range	-25 °C up to +45 °C
Permitted humidity	0 to 100 %
WLAN / Ethernet LAN	Yes
Datalogger and Webserver	Yes
Compliance with LVRT	According to the instructions/ manuals/ regulations of CERC
Connection to the network	Respective CERC manuals (including compliance with LVRT) and the Network Code, amended and reviewed periodically
Assesed capacity	The nominal / assesed power output of the inverter (if different power values are mentioned at different temperatures, then the power rating will be taken at 50 ° C) in kW will be considered as the rated capacity of the inverter.

Inverters with transformers (central power blocks) must be galvanically insulated and used for grounding solar PV modules if required.

The lifetime of the Inverter(s) should be at least higher than 5 years and should be predicted in relation to the life of the plant.

## **2. Transformers**

The Power Transformers shall comply with the relevant distribution (if the Pv plant will be connected to distribution OSHEE system) or with relevant transmission (if the Pv plant will be connected to transmission OST system) national grid code(s).

## **3. Balance of Plant**

The DC cables should not be exposed to direct sunlight at any point during the day.

Switchgear: Shall comply with the requirements set forward in the PPA, GCA and the OST technical specifications.

## **4. Authorized testing centers**

PV modules and inverters located in photovoltaic parks must have a valid certificate of their qualification according to the above IEC Standards issued by one of the serious Testing Centers in Albania. In the case of module types / equipments for which such testing equipment does not exist in Albania, certificates will be accepted from the International Accreditation Laboratory (ILAC)

## **5. Warranty**

- PV modules used in grid-connected solar power plants should be guaranteed for the maximum output point, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- Modules must be guaranteed for at least 10 years for failures due to defects in materials and craftsmanship.

- Mechanical structures, electrical work and general solar power network mastery must be guaranteed for a minimum of 5 years.
- The inverters / PCUs installed in the solar plant must have a 5 year warranty.

## 6. Identification and Traceability

Every PV module used in any solar power project must use a Radio Frequency Identification Tag (RFID). The following information should be mentioned in the RFID used in each module (This may be inside or outside the laminate but must be able to withstand harsh environmental conditions):

- a) Name of the manufacturer of the PV Module
  - b) Name of the manufacturer of the Solar Cells
  - c) Month and year of production (separately for the solar cell and the module)
  - d) Country of origin (separately for the solar cell and the module)
  - e) I-V Curve for the module in the standard testing condition (1000 W / m<sup>2</sup>, AM 1.5, 25°C)
  - f) Power, I<sub>m</sub>, V<sub>m</sub> and FF for the module
  - g) Unique Serial Number and Model Number for the Module
  - h) Date and year of receiving of PV IEC module qualification certificate
  - i) The name of the testing laboratory issuing the IEC certificate
  - j) Other relevant information on solar cell and module traceability according to ISO 9000
- Developers and site owners will be required to maintain a list of RFID Modules along with the above parametric data for each module.

## 7. Monitoring the Performance

The following will be done in order to monitor the performance:

- The developer should keep the ID Module list along with the performance data specific to each module. These data shall be submitted to the Authority upon request.
- Developers need to install the equipment needed to continuously measure solar radiation in module layout, ambient temperature, wind speed and other weather parameters and simultaneously measure DC power generation as well as power generated by plant. They will be required to submit these data to the Authority online and / or through a report on a regular basis each month for the entire duration of the PPA.
- The developer should provide access to the Authorized Representative of the Authority for the installation of any additional monitoring equipment to facilitate the on-line transfer of data.
- All of the above mentioned data will be made available for the entire PPA duration.
- The SCADA plant should be an Open Communication Platform (OPC) compliant with DNP3 standards and Modbus control interfaces over TCP / IP that have the provision to add protocol converters to implement the secure communication protocol standard for securing online data in real time (including but not limited to radiation, plant generation (instant / daily / monthly / yearly), day peak generation, wind speed, temperature, etc.) to the Authority.
- Fiber Optic Ethernet network (Ethernet management switches in each control room) must be provided between the main control room and the inverter control rooms.
- Internet monitoring should be available and it should not be machine dependent. Web-based monitoring should provide the same on the screens as in the factory. It should also be possible to download reports from a remote client (online) in PDF or Excel format.

## 8. Safe Disposal of Solar PV Modules

The solar power developer will ensure that all solar PV modules and other electrical and electronic equipment from their plant after the "end of life" (when they become damaged / non-operational / non-repairable) are disposed of/ discarded in accordance with relevant laws / regulations of the Albanian Government and EU Directive 2012/19/EU on waste electrical and electronic equipment

(WEEE).

\* NOTE: Appropriate standards of IEC are included in:

<http://www.solarabcs.org/codes-standards/IEC/index.html>

#### A. Terms of reference of the Pre-feasibility Study

The pre-feasibility study, will address the following areas according to Good Industry Practice to ensure: adequacy of the design, quality of equipment and materials, reliability of technical and economical assumptions and suitability of the site.

Doc. N.	TECHNICAL DATA
<b>Section A - Resource Solar Energy Assessment</b>	
A.1	Independent Producibile Energy Report for P50, P25, P75, P90, P99
A.2	Second Independent Producibile Energy Report - (Optional)
<b>Section B - Datasheet and track record for equipment</b>	
B.1.1	PV Modules – Datasheet presenting minimum criterias presented above
B.1.2	PV Modules - Supplier letter about PV module conformity to tender requirements
B.1.3	PV Modules - Warranties and certificates
B.2.1	Inverter – Datasheets presenting minimum criterias presented above
B.2.2	Inverter - Supplier letter about PV module conformity to tender requirements
B.2.3	Inverter - Warranties and certificates
B.3.1	Mounting structure- Datasheet presenting minimum criterias presented above
B.3.2	Mounting structure - Supplier letter about PV module conformity to tender requirements
B.3.3	Mounting structure - Warranties and certificates
B.4	Electrical equipment - HV XXXkV/YYYYkV Cable – Datasheet presenting minimum criterias presented above
B.5.1	Electrical equipment - XXXkV/YYYYkV Circuit Breaker - Datasheet
B.5.2	Electrical equipment - XXXkV/YYYYkV Circuit Breaker - Test report
B.5.3	Electrical equipment - XXXkV/YYYYkV Circuit Breaker - Certificates of satisfactory execution
B.6.1	Electrical equipment - XXXkV/YYYYkV Isolator – Datasheet
B.6.2	Electrical equipment - XXXkV/YYYYkV Isolator - Test report
B.6.3	Electrical equipment - XXXkV/YYYYkV Isolator - Certificates of satisfactory execution
B.7	Electrical equipment - Lightning – Datasheet presenting minimum criterias presented above
B.8	Electrical equipment - HV Trafo – Datasheet presenting minimum criterias presented above
B.9	Electrical equipment - MV Trafo – Datasheet presenting minimum criterias presented above
B.10	Electrical equipment - Auxiliary transformer (PV plant) - Datasheet
B.11	Electrical equipment - Auxiliary transformer (Delivery point) - Datasheet
B.12	Electrical equipment - Emergency Diesel generator - Datasheet
B.13	Electrical equipment - HV Cable protection – Datasheets
B.14	Electrical equipment - DC wiring – Datasheets
B.15	I&C Systems - SCS/SCADA – Datasheets
B.16	I&C Systems - Data Logger – Datasheets
B.17	I&C Systems - HMI in the driving room – Datasheets
B.18	I&C Systems - Weather Station – Datasheets

Doc. N.	TECHNICAL DATA
B.19	<i>I&amp;C Systems - Control Platform – Datasheets</i>
B.20	<i>I&amp;C Systems - Data Transfer – Datasheets</i>
B.21	<i>I&amp;C Systems - Measuring System – Datasheets</i>
<b>Section C - Qualification of Contractors, Suppliers and Subcontractors</b>	
C.1	<i>EPC Supplier - General information and list of references</i>
C.2	<i>O&amp;M Supplier - General information and list of references</i>
C.3	<i>PV Modules Supplier- General information and list of references</i>
C.4	<i>Inverter Supplier- General information and list of references</i>
C.5	<i>Other main equipment Supplier- General information and list of references</i>
C.6	<i>Independent engineer - General information and list of references</i>
C.7	<i>Sub-contractors - General information</i>
<b>Section D – Additional Technical Information</b>	
D.1	<i>PV Plant general description</i>
	a. Description of the conceptual design of the PV plant: Main technical characteristics of PV panels, invertors, supporters, low, medium and high voltage transformers, power connections and other systems.
	b. Description of PV central management
	c. Main components: HV cables, Trafo MV/HV, PV Modules, Inverters, CUs, MV Table, Trafo LV/MV and mounting structures
	d. Description of interfaces
	e. Equipment and electrical system (conceptual design of electrical system, design of reactive power balance and main electrical equipment including auxiliary systems)
	f. Control and instrumentation systems (general description of control system, description and layout of control rooms, description of STEG interconnection, telecommunication equipment, measuring system, description of meteorological stations and sensors, description of fire detection, description of control and protection system)
	g. Civil Engineering (Site preparation, access road, internal roads, fence, parking area, buildings, foundations, ventilation and air conditioning, drainage system and protection against concrete and steel structure corrosion)
	h. List of Standards, Codes and Regulations considered for the PV plant design
D.2	<i>General overview of PV plant with temporary areas</i>
D.3	<i>General layout of PV plant</i>
D.4	<i>General arrangement of PV plant</i>
D.5	<i>Structure of control system</i>
D.6	<i>Structure of alarm system and fire protection</i>
D.7	<i>Structure of telecommunication system</i>
D.8	<i>Structure of measuring system</i>
D.9	<i>General diagram of protection</i>
D.10	<i>SLD (Global, LV, MV, HV)</i>

Doc. N.	TECHNICAL DATA
D.11	<i>Layout of technical buildings</i>
D.12	<i>PV plant construction report</i>
	<p>a. General description of construction and hand-over phases (including description of HSE measures, description of required equipment, etc.)</p> <p>b. Planning of human resources for construction and hand-over phases (including the number and qualification of workers, the on-site minimum period expected, the total number of local workers required, the manhours estimation, the qualification and experience of local and foreign workers, the name and CVs of the Project Manager, Site Manager and Works Director )</p>
D.13	<i>PV Plant O&amp;M report</i>
	c. O&M PV plant general description (including activities program and an organizational structure)
	d. System conceptual description/ PV module cleaning procedure
	e. Personnel list (including the number of O&M teams, a weekly schedule, the number and qualification of technical and administrative staff, the number of foreign staff and CVS of key personnel)
	f. General overview of the approach to follow for backup material and inspection activities
D14	<p>Main energy, investment and financial parameters</p> <ul style="list-style-type: none"> <li>• Multi Year Energy yield (P50) as well as for P25, P75, P90, P99</li> <li>• Land area needed</li> <li>• Preliminary power connection with Distribution or Transmission System Operators and the respective investment needed.</li> <li>• Capital costs up to commercial commissioning</li> <li>• Operations and maintenance costs</li> <li>•</li> </ul>
D.15	<i>Draft of HSE management plan (during construction and O&amp;M phase)</i>
D.16	<i>Administrative procedure plan</i>
<b>Section E – Summary of Preliminary Environmental and Social Evaluation</b>	
E.1	<i>Topography (general description and maps)</i>
E.2	<i>Hydrology and hydrogeology (general description and maps)</i>
E.3	<i>Flooding Risk including events related to possible sea level rise</i>
E.4	<i>Flora, fauna and ecosystems</i>
E.5	<i>Natural Habitat, Priority Biodiversity Features and Critical Habitat</i>
E.6	<i>Protected Areas (general description and maps)</i>
E.7	<i>Land use and ecosystem services</i>
E.8	<i>Cultural resources</i>

## APPENDIX 14

### TERMS OF REFERENCE FOR PRELIMINARY ESIA

The purpose of the Preliminary ESIA is to carry out an **initial high-level assessment** of impacts based on existing information, supplemented with additional surveys where the bidder feels they will complement the assessment. However, any survey must be completed within the Bidding timeframe. The Preliminary ESIA will also identify the type and extend of further studies required to be completed as part of the full ESIA.

The key objectives of the Preliminary ESIA include (but are not limited to) the following:

- Identify relevant national environmental, health and safety laws and regulations, European Union environmental and social standards and EBRD's "Environment and Social Policy", taking into consideration any international conventions applicable to the Project;
- Describe the project and any associated facilities. Identify and assess alternative options to the proposed Project;
- Assess the current environmental and social ~~status~~-baseline of the planned Project area and its surroundings, including environmental and social issues associated with any previous use of the areas planned to be occupied by the Project;
- Summarise the key ~~the~~ potential environmental and social impacts (both positive and negative) associated with the Project, and the associated risk of accidents;
- Conducting preliminary public consultation process in accordance with national requirements based on the law no. 10440, dated 07.07.2011 for EIA, as well as DCM no. 686, dated 29.07.2015 "On the approval of the rules, responsibilities and deadlines for the development of the procedure of environmental impact assessment and the procedure of transfer of the decision of the environmental declaration".

#### **Report Structure – The preliminary ESIA will include the following elements:**

**1. Introduction** - An overview of the Project, purpose and structure of the ESIA report, ~~and the Project team.~~

**2. Project description** – The Project description will summarise: the Project area of influence and specific location(s) at which Project activities will take place; Project design, size, lifespan; and other relevant features of the Project as well as associated facilities and activities – this must include any relevant transmission (or distribution) lines for power evacuation and the connection points to the grid. Maps will be included as relevant in order to illustrate the geographic location of the project and its key components especially related to topography, cadastral, settlement areas, monuments of nature, protected zones, culture and archaeological sites. The pre-feasibility study for the project will be conducted in parallel to the preliminary ESIA study. The data provided by pre-feasibility study Consultant will be used for preliminary ESIA (when they become available).

**3. Legal and Policy Framework** - Summary of the key applicable local, regional and national environmental and social laws and regulatory requirements of the jurisdictions in which the Project operates, including those laws implementing host country obligations under international law. Outline local/national assessment and permitting requirements and include a description of the status of permitting requirements for the project. The consultant will also comment on whether the national environmental permitting process aligns with the EU EIA directive or any other relevant EU directives.

**4. Environmental and Social Baseline** – Description of the current state of the physical, biological and socio-economic environments present in the Project impact area – including transmission (or distribution) line routings. The environmental and social baseline for the Preliminary ESIA will be based on recent data (within the last 5 years) and will consist of a combination of already gathered and available studies through

local governmental and possibly non-governmental organisations as well as additional field studies as required. Consistent with requirements of the EU Habitats Directive and Birds Directive, the assessment will also identify any nature protection areas that could be affected by the Project. This will include protected areas equivalent to the Natura 2000 network / Emerald sites and other similar sites such as Key Biodiversity Areas and Important Bird Areas. The baseline will also include the findings of initial biodiversity screening using the Integrated Biodiversity Assessment Tool (IBAT).

**5. Initial Impact Assessment** - In accordance with the Applicable Requirements, the Consultant will screen the project for potential environmental and social impacts and risks of the Project across its lifecycle (preconstruction, construction, operations, decommissioning/closure, reinstatement)—Included in the impact assessment scope will be any associated facilities. The preliminary EISA will include an ~~analysis~~ identification of the likely significant impacts of the proposed Project and associated facilities on the physical, biological and socio-economic environment. The preliminary ESIA will include a significance rating for each residual impact (without and with application of mitigation measures). The impact study will also identify potential improvement opportunities and define technically and financially feasible measures to avoid, or where avoidance is not possible, minimise, mitigate or compensate adverse impacts (as per the Mitigation Hierarchy). Measures to enhance Project benefits will also be identified.

This initial assessment shall identify the red flags, i.e. the most significant issues that may a) require further detailed assessment at the full ESIA stage, and b) result in significant environmental and social costs.

**6. Mitigation and Enhancement Measures** – Summarise mitigation measures to be implemented for the identified significant impacts. An environmental and social management plan is not part of the preliminary ESIA.

**7. Summary and Recommendations** - Overall summary of the preliminary ESIA and any confirmed key impacts or mitigation to be implemented, including their costs. The preliminary ESIA should also identify any potential ‘red-flag’ issues that may result in significant costs, but would need to be confirmed in the full ESIA. **The recommendations will also include a scope of work for full ESIA and clearly outline the timeframe for completion of the ESIA and all associated studies, including any further seasonal surveys. The scope of work must include at least the elements of a full ESIA per Appendix 15 (Terms of Reference for full Environmental and Social Impact Assessment Study (post-Award))**

## APPENDIX 15

### **TERMS OF REFERENCE FOR FULL ESIA (Environmental and Social Impact Assessment Study) – to be completed post-Award**

*[N.B. For the sake of clarity, this Appendix is provided for information purpose and to allow Bidders to anticipate implementation requirements post-award. This is to be completed after an Award Decision by the Special Commission, and which is a CP under the Project Agreements]*

A full ESIA compliant to Albanian legislation (law no. 10440, dated 07.07.2011 for EIA, as well as DCM no. 686, dated 29.07.2015 "On the approval of the rules, responsibilities and deadlines for the development of the procedure of environmental impact assessment and the procedure of transfer of the decision of the environmental declaration") and in accordance with Good Industry Practices, will be prepared after the Award Decision and will follow the same structure as the preliminary ESIA but will also include an assessment of residual impacts, a detailed Environmental and Social Management Plan (and its associated plans, such as Resettlement Action Plan). Further site surveys will be carried out if identified by the preliminary ESIA. The final ESIA, mitigation protocols and Environmental and Social Management Plan (ESMP) will be prepared following the completion of all additional studies.

#### **1. APPLICABLE REQUIREMENTS**

The ESIA will be conducted in line with the following requirements:

- Albanian National legislation (law no. 10440, dated 07.07.2011 for EIA, as well as DCM no. 686, dated 29.07.2015) as well as relevant EU substantive environmental standards, including (but not limited to) the pertinent requirements of the Environmental Impact Assessment (EIA Directive 2011/92/EU of 31 December 2011, as amended by Directive 2014/52/EU) (as updated in 2014), and Birds and Habitat Directives 2009/147/EC, 93/43/EEC. To the extent Albanian regulations differ from EU Substantive environmental standards, the Project will meet whichever is the more stringent. National legislation will also cover the topics of safety zones and clearances around project infrastructure, e.g., right of ways, and electromagnetic field.
- Good international industry practice for the development of utility scale photo voltaic solar facilities and transmission lines for example World Bank Group General Environmental, Health, and Safety (EHS) Guidelines (2007), IFC Utility-Scale Solar Photovoltaic Power Plants: A Project Developer's Guide (2015), IFC Environmental, Health and Safety Guideline for Electric Power Transmission and Distribution and IUCNs Mitigating biodiversity impacts associated with solar and wind energy development - Guidelines for project developers (2021).
- Environmental and social standards and requirements of potential lenders, such as International Financial Institutions (IFIs) and commercial banks adhering to the Equator Principles<sup>3</sup> (if applicable); and
- All relevant national and international requirements for the protection of the health and safety of the public and workers.

#### **2. Scope of the ESIA**

<sup>3</sup> Available at: <https://equator-principles.com/>

The ESIA will build on the preliminary ESIA and will include the following components.

### **3.1 Executive Summary**

A concise summary description of the Project, its rationale, the existing operations and overall setting, significant environmental and social impacts. The Executive Summary will also include all mitigation and enhancement measures, monitoring proposals, and document the Company's commitment to implementing these.

### **3.2 Project Description**

Updated precise description of the Project within its geographical, environmental and socio-economic context. This will include information on whether and how the Project is part of a wider development plan/programme. The Project description will include but is not limited to information on:

- The Project footprint and land acquisition needs for the Project;
- Layout of the plant and transmission lines and grid connection;
- Detailed description of technologies involved in the successive steps of the construction process – this will include details of the solar PV plant equipment and specifications of transmission towers, their designs and conductor layouts;
- Vehicular traffic associated with the plant during construction;
- Workforce and accommodation requirements during construction and operations phase;
- Identification of the sources of equipment and construction materials (including water for both construction and operational phases).
- Summary of O&M activities
- Summary of decommissioning procedures. A systematic comparison of feasible alternatives to the Project in terms of location, Project technology or design in terms of potential environmental and social impacts. This will include the 'do-nothing' option.

### **3.3 Legal Requirements**

Detailed description of the policy, legal and administrative context of the ESIA, identifying relevant national environmental and social legislation (including legislation relating to energy and climate, environment protection, air quality, land acquisition, health and safety, workers rights, etc) as well as the environmental and social requirements of the lenders and applicable regional/global conventions or agreements. The legal requirements and timeframe for public consultation (including relevant EU requirements), Project appraisal and implementation will be outlined. The applicable project environmental standards for air quality, noise, water discharge, vibration, etc will also be described, taking into account national standards and international guidelines, whichever is the most stringent.

A detail analysis shall be done also related to compliance of projects with the EBRD Performance Requirements (PR) on Environmental and Social Impact Assessment. Through its environmental and social appraisal and monitoring processes, EBRD seeks to ensure that projects being financed: i) are designed and operated in compliance with applicable regulatory requirements and good international practice; ii) are socially and environmentally sustainable; and iii) respect the rights of affected workers and communities. EBRD has adopted a comprehensive set of specific Performance Requirements (PR) that clients are expected to meet, covering key areas of environmental and social impacts and issues. EBRD's document "Environment and Social Policy" and related Performance Requirements detail the commitments of the Bank to promote in the full range of its activities, environmentally sound and sustainable development.

### 3.4 Baseline Conditions

A description of relevant aspects of the physical and natural environment and socio-economic conditions in areas affected by all project components (including PV plant and transmission lines as well as any 'associated facilities' to include, inter alia:

- Air quality and noise;
- Topography
- Soils and Geology
- Geohazards
- Biological and ecological resources (fauna, flora, biodiversity, protected species, critical habitats, ecosystems);
- Biological environmental trends including loss of habitat; invasive alien species; overexploitation; nutrient loading and pollution; and topics relevant to climate change adaptation.
- Climatic factors and climate change (e.g. greenhouse gas emissions, including from land use, land use change & forestry, sectors of population more affected by climate change);
- Cultural heritage, including tangible and intangible cultural heritage as well as monument of nature, protection zones and archaeological heritage;
- Health & safety (public and worker) & healthcare infrastructure;
- Land (past and current use, legacy land acquisition issues);
- Landscape (including cultural landscapes) and visual aspects;
- Socio-economic status and livelihoods of the population, and ecosystem services;
- Vulnerable groups & Gender aspects;
- Water (infrastructure & accessibility, quantity and quality, surface and groundwater);
- Traffic and transportation infrastructure (public and site); and

In depth studies are expected to be conducted on biodiversity if identified as part of the preliminary ESIA.

### 3.5 Stakeholder Consultation

Details of the stakeholder engagement programme as part of the ESIA and results of engagement including:

- Analysis of key stakeholder groups potentially affected by the Project and other interested parties;
- Detail on the specific stakeholder engagement activities carried out with these stakeholder groups throughout the study including figures on participation in these activities;
- Details and analysis of the specific concerns, questions and opportunities for improvement of the Project raised by stakeholders throughout the process of engagement;
- Details on retroaction to consulted stakeholders in relation to Project impacts and mitigation measures.
- Plans for consultations during the construction and operational phases of the Project

### 3.6 Impact Assessment

Identification and characterisation of positive and negative environmental and social impacts (direct, indirect & cumulative) in terms of the magnitude, likelihood, duration, extent, reversibility of the impact

and the sensitivity of the resource or receptor. Quantitative data must be employed to the greatest extent possible. The chapter will also identify opportunities for environmental and social enhancement and identify key uncertainties and data gaps. The following Project stages must be considered in this evaluation where appropriate:

- Design Phase
- Pre-construction and construction phase
- Operation and maintenance
- Closure and decommissioning
- Residual environmental and social impacts

Impacts, for example, could be related to the following (but not limited to):

- Construction impacts such as noise, dust, waste and wastewater management and disposal, use of hazardous materials, contractor / labor camp management, impacts to water sources, etc.
- Occupational health and safety risks and issues during construction and operation.
- Labor management issues, including grievance management, recruitment, child and forced labor, etc.
- Impacts on population (e.g., physical resettlement, economic displacement, right of way etc., including differential impacts on women and men, and differential impacts on vulnerable households and people).
- Traffic safety during construction.
- Impacts to natural habitats and wildlife (including aquatic and terrestrial species, migratory species known to exist/move in the project's area of influence).
- Deforestation.
- Slope stability and erosion.
- Cumulative environmental and social impacts, if any, taking into account current and proposed activities in and near the project's Area of Influence (e.g., other energy facilities, transmission lines, substations, other land uses, etc.)
- Summary of impacts in terms of gender equality and women's empowerment issues in the region.
- Summary of community health, and safety concerns, particularly those related to labor influx including introduction of HIV and other sexually transmitted diseases, gender-based violence and the sexual exploitation of children.
- Any additional environmental and social impacts, if any.
- *Quantitative Modelling* studies may be prepared when data are sufficient to support such modeling and such modeling results are critical to conclusions regarding potential impacts and/or the identification of required mitigation and monitoring measures.

**3.8 Management and of Impacts** An outline of the feasible cost-effective measures to avoid, minimise, mitigate or compensate for environmental and social impacts to acceptable levels and address other environmental and social issues; such as the need for worker health and safety improvements, inter-agency

coordination, community involvement, institutional strengthening or training within the executing agency/ governmental agencies/Client or at the community level. Additionally, an outline of any measures that would enhance environmental and social aspects within the area affected by the Project and the existing operations and characterisation of the nature of any residual environmental and social impacts or issues that have not been addressed. A description of the financial provisions for potential risks (for example escrow accounts and insurance cover to provide for *inter alia* abandonment and decommissioning, site remediation and oil spills and other emergencies). Both the existing operations and the following Project stages must be considered where appropriate:

- Design
- Construction
- Implementation and maintenance
- Closure and decommissioning
- Residual environmental and social impacts

### **3.9 Monitoring and Implementation**

A description of how environmental and social impacts and issues will be monitored and managed in practice; including an indication of how the Project will be monitored by the Contractor and supervised by lenders and governmental agencies. Instrumental monitoring requirements shall be clearly described along with their schedule and costs. Estimates will be provided for capital expenditure and operation and maintenance costs where possible. The following stages must be considered where appropriate:

- Design Phase
- Pre-construction and construction phase
- Operation and maintenance
- Closure and decommissioning
- Residual environmental and social impacts

### **3.10 Environmental and Social Management Plan**

A record of all measures required to address environmental and social impacts and issues as well as monitoring and supervisory activities associated with these should be consolidated in tabular form. This should also indicate institutional responsibilities, timeframes and associated costs.

The level of detail and complexity of the ESMP will be commensurate with the project's impacts and issues addressing risks, impacts and opportunities specific to the project. The ESMP will define desired outcomes as measurable events to the extent possible with elements such as targets and performance indicators that can be tracked over defined time periods. Recognizing the dynamic nature of the project development and implementation process, the ESMPs will be responsive to changes in project circumstances, unforeseen events, regulatory changes and the results of monitoring and review, and will be updated from time to time.

ESMP shall describe and prioritise the actions needed to implement mitigation measures, corrective actions, and monitoring measures necessary to manage the impacts and risks identified in the Assessment. In addition, maintenance or establishing of a Social and Environmental Management System will need to be assured, that addresses the management of these impacts, risks, and corrective actions required to comply with applicable host country social and environmental laws and regulations, and requirements of the applicable Performance Standards and EHS Guidelines, as defined in the ESMP. The management plan identifies the specific environmental or social aspect of the project being addressed, the potential impacts of concern, the measures or actions that need to be taken to avoid or reduce the impacts, the basis of the requirement (national or local standard, EU & EBRD or other international standard, best management practice, etc.), an indicator that can be used to monitor implementation, and the party

responsible for the action.

**Environmental and Social Management Plan for the xxxx PvPP**

No .	Issue or Aspect	Gaps or potential impacts/concerns	Mitigation/Enhancement measures or Best management practices	Legislative requirements/best practice	Verifiable Indicator	Responsibility
<b>1.</b>	<b>Project Design and Planning</b>					
1.1	Enhancing Environmental Management System					
1.2	Company-community interaction					
1.3	Water quality planning					
1.4	Traffic planning					
1.6	Waste management planning					
1.7	Safety planning					
<b>2</b>	<b>Construction</b>					
2.1	Air quality					
2.2	Water quality					
2.3	Waste management					
2.4	Noise					
2.5	Soil erosion/contamination					
2.6	Traffic					
2.7	Occupational and					

	public health and safety					
2.8	Public consultation					
3	<b>Operation</b>					
3.1	Air emissions and ambient air quality					
3.2	Surface water quality					
3.3	Noise					
3.4	Waste management					
3.5	Health and safety					
3.6	Public consultation					



### **3.10 Conclusions and Recommendations**

Under this sub-chapter will be summarizing the main conclusions and recommendations of the ESIA

### **3.11 Additional Plans**

It is expected that the ESIA will include at least the following management plans:

- Resettlement Action Plan;
- Labour Management Plan
- Stakeholder Engagement Plan
- Contractor Management Plan;
- Community Health and Safety Plan;
- Occupational Health and Safety Plan;
- Traffic Management Plan.
- Biodiversity Management Plan
- Pollution Prevention Plan (including waste management)

#### 3.11 Appendices

- Names of those responsible for preparing the E&S Assessment
- References and sources of information
- Records of public meetings and consultations held
- Supporting technical data

**APPENDIX 16**  
**SOLAR SITING STUDY**

**APPENDIX 17**  
**DRAFT PROJECT AGREEMENTS**

## APPENDIX 18

### EVALUATION CRITERIA AND SCORING METHODOLOGY

	<b>Scoring</b>  The Financial Bids will be scored based on the parameters below.	Maximum points	<b>Calculation of Points</b>
1.	<p>Each Bidder must provide a 15-year levelized tariff in Euro per MWh for its proposed Supported Capacity of the Solar PV Project.</p> <p>Financial Bids which exceed the Ceiling Price will not be considered for selection.</p> <p>Qualified Bids are ranked in ascending order of the Bid Price. If necessary, the Tie-Breaker Rule will be applied to break ties.</p> <p>Bidder(s) with the lowest proposed Financial Bids, subject to the Tie-Breaker Rule and the Marginal Bid Rule, will be declared as Preferred Bidder(s).</p> <p>The Contracting Authority reserves the right to seek additional information on the Financial Bid(s) and subsequently disqualify in accordance with provisions on the abnormally low bid.</p>	<b>100 points</b>	[Lowest tariff proposed by all bidders / tariff quoted by the bidder] * 100
2.	<p><b>Tie-Breaker Rule</b></p> <p>In the event that there are two or more proposed Projects with an identical Bid Price (“Tied Bids”) which, if all awarded, would cause the Total Auctioned Capacity to be exceeded, the Special Commission will apply a Tie-Breaking Rule:</p> <p>(A) Firstly, the Special Commission shall rank the Tied Bids in descending order of proposed capacity (i.e. larger capacity has higher priority).</p> <p>(B) If (A) above does not break the tie, the Special Commission shall rank the Tied Bids in descending order of P50 Annual Energy Production as estimated in the energy yield assessments (i.e. higher energy yield has higher priority).</p> <p>(C) If (A) and (B) above do not break the tie, the Special Commission shall rank the Tied Bids in ascending order of Project land area as specified in the Financial Bid Form (i.e. smaller land area has higher priority).</p> <p>(D) If (A), (B) and (C) above do not break the tie, the Special Commission shall draw lots to determine the ranking order.</p>		

	<p><b>N.B.</b> In case first selected Bidders fail to conclude or to reach effectiveness of the Project Agreements, next/next ranked Bidders can be called, applying <i>mutatis mutandis</i> the Tie-Breaker Rules hereunder.</p>
<p><b>3.</b></p>	<p><b>Marginal Bid Rule</b></p> <p>After the ranking of the Financial Bids (subject to the Tie-Breaker Rule where necessary), there may be a “Marginal Bid” by a “Marginal Bidder” which, if awarded, would cause the Total Auctioned Capacity to be exceeded. In this event, the Special Commission shall proceed as follows:</p> <p>(A) If awarding the Marginal Bid would cause the Total Auctioned Capacity to be exceeded by no more than 50 MW, then the Special Commission shall award the Marginal Bidder’s proposed capacity in full, thereby exceeding the Total Auctioned Capacity.</p> <p>(B) If awarding the Marginal Bid would cause the Total Auctioned Capacity to be exceeded by more than 50 MW, then the Special Commission reserves the right to (but is not obliged to) award the Marginal Bidder’s proposed capacity in full, thereby exceeding the Total Auctioned Capacity.</p> <p><b>N.B.</b> In case first selected Bidders fail to conclude or to reach effectiveness of the Project Agreements, next/next ranked Bidders can be called, applying where relevant, <i>mutatis mutandis</i> the Marginal Bids Rules hereunder.</p>

**APPENDIX 19**

**NON-QUALIFIED BIDDER NOTIFICATION FORM**

[Location and date]

[Name and address of contracting authority]

[Bidder's address]

Honorable Mr./Mrs. <name of contact person>

We thank you for the participation in the above-mentioned procedure, which is executed in compliance with Law no. [7/2017] and Decision of Council of Ministers no. [349/2018], dated [●], as amended.

Your Proposal Submission was accurately evaluated according to the criteria and requirements stipulated in the Bidding Documents and the Bidding Submission's dossier.

We regretfully inform you that you have been [disqualified], due to the following reason (s)

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If you believe that the Contracting Authority has infringed Council of Ministers Decision no. 349/2018 during the competing procedure, you have the right to make a formal complaint to the Contracting Authority within 10 days from receiving this notice.

Although we could not use your services in this case, we hope that you will continue to be interested in our bidding initiatives.

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(CONTRACTING AUTHORITY)

**APPENDIX 20**

**SELECTED BIDDER NOTICE FORM**  
*(form to be completed from the Contracting Authority)*

Date: [•]

To: (Name and the address of the Bidder)

Short Description of the Qualification Procedure:

We hereby inform, that the following Bidders participated in the tender:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_ 4.....

The following Bidders are disqualified:

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

Reasons of Disqualification: \_\_\_\_\_

Referring to the abovementioned procedure, the Ministry of Infrastructure and Energy of the Republic of Albania notifies [*name and address of Bidder(s)*] that the Proposal Submission submitted on [*date*] in respect of the Project has been qualified and evaluated as Selected Bid

shall notify the Ministry of Infrastructure and Energy of the Republic of Albania in writing.

Notification of Selected Bidder is made on \_\_\_\_\_ Complaints: Yes/No \_\_\_

If yes, answer received on \_\_\_\_\_

**Contracting Authority**

[*name, signature and stamp*]

**APPENDIX 21**

**CONTRACTING AUTHORITY COMPLAINT FORM**

***Complaint to: Contracting Authority***

**Section I. Complainant Identification**

*The complainant can be a Bidder or a Bidder (e.g. individual, partnership, corporation, joint venture, and consortium).*

\_\_\_\_\_  
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 about the Procedure**

- ✓ **1. Identification Number**

*Fill the contract number provided in the contract notification or Bidding Documents including the **type of procedure used** for the disputed competitive procedure.*

---

✓ **2. Contracting Authority**

**Name of the contracting authority administering the process**

---

**2. Value of Project**

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

---

**3. Object of the Contract**

**Short description of the Project**

---

**4. Deadline for Submission of the Qualification Application**

**Deadline for submission of Qualification Application**

---

Date (year/month/day)

**5. Date of receipt of Notification**

---

**Date (year/month/day)**

**Section III. Description of the complaint**

**1. Complaint's Legal Ground**

(Describe the violations with regard to decisions, acts, documents etc.)

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**2. Detailed statement of facts and argument**

*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 with the reasons of your complaint. Also mention the relevant sections of the Qualification Application documents, if applicable. Use additional sheets if necessary.*

### **3. List of Annexes**

*In order for a complaint to be considered as duly filed, it shall be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all documents attached thereto. The documents must include **any published notification, Bidding Documents, with all amendments and attachments as well as your proposal**. Indicate which information, if any, is confidential. Explain why the information is confidential or provide either a version of the relevant documents with confidential parts removed or a summary of the contents.*

Note: Send the completed complaint form, all the necessary appendices and additional copies, to the  
**Contracting Authority.**

### **4. Preliminary Objections to the Contracting Authority**

*Objections is considered a complaint which is directly addressed to the Contracting Authority. Please attach copy of any written complain including the answers, if any*

**1. Have you done any objection? If yes, please specify how this is being made (in written form, or fax etc.);**

Q Yes

QNo

**2. Name of the Contracting Authority where the Objection has been filed**

\_\_\_\_\_

(Name and the position of the Official/Person against whom the objections has been made)\_

**3. The Remedy Sought**

(State in writing the Remedy Sought)\_\_\_\_\_

### **4. List**

In order for a complaint to be considered as duly filed, it shall be complete. Attach a legible copy of all documents that are relevant to your complaint and a list of all documents attached thereto. The documents must include **any published notification, Bidding Documents, with all amendments and attachments as well as your proposal; All the Correspondence and the necessary written information relevant to the objection**. Indicate which information, if any, is confidential. Explain why the information is confidential or provide either a version of the relevant documents with confidential parts removed or a summary of the contents.

Send the completed complaint form, all the necessary appendices and some additional copies, to the  
**Contracting Authority.**

Tel / Fax No:

E-mail

Signature and seal of the complainant

**APPENDIX 22**  
**ESTIMATED TIMETABLE**

*The Estimated Timetable is presented for indicative purposes only. This Estimated Timetable may be amended by Contracting Authority if necessary.*

<b>Step</b>	<b>Milestone</b>	<b>Date</b>
I	Bidding Documents publication	15 January 2024
II	Bidders Conference	14 March 2024
	Last date for accepting Bidders' clarification requests on the Bidding Documents	5 April 2024
IV	Deadline for proposed amendments to Bid Documents	15 April 2024
V	Bid Submission Deadline	17 May 2024
VI	Announcement of Qualified Bids	21 June 2024 (which can be challenged within a 10 days deadline)
VII	Opening of Financial Bids and announcement of Selected Bidders and respective Selected Projects	10 July 2024
VIII	Deadline to sign Project Agreements	31 August 2024