

**REPUBLIC OF ALBANIA**  
**MINISTRY OF ECONOMY, TRADE AND ENERGY**

Call for Expression of Interest  
for receiving co-financing for CDM pilot projects under the bilateral cooperation agreement  
between the Italian Ministry for the Environment, Land and Sea and  
the Ministry of Economy, Trade and Energy of the Republic of Albania

**CALL FOR EXPRESSION OF INTEREST**

January 18<sup>th</sup>, 2010

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## **Section 1 - Instructions to Applicants**

### **A. Introduction**

#### **1. Object of the Call and Funding**

##### **1.1. Project Objectives**

With this Call for Expression of Interest the Ministry of Economy, Trade and Energy of the Republic of Albania invites the project stakeholders to submit descriptions of their project ideas according to the sectors as presented in the following paragraph 2.1. All project ideas will be screened and assessed from the viewpoint of CDM eligibility. Among the proposed ideas, only projects with high CDM feasibility will be selected.

##### **1.2. Source of Funds**

- For co-financing development of the projects, the Ministry of Economy, Trade and Energy of the Republic of Albania has received, in the framework of a Cooperation Agreement on “Sustainable development and greenhouse gases emissions reduction” signed on December 19th, 2007, a grant from the Italian Ministry for the Environment, Land and Sea.

#### **2. Scope of the Activities and Estimated Contract Value/co-financing**

##### **2.1. Eligible project types under the CDM**

Pilot Projects that reduce emissions of the GHGs ruled by the Kyoto Protocol (CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, PFC, HFC, SF<sub>6</sub>) and fall under the following sectors may be eligible to become CDM (see Attachment 1, Section 2 of the Expression of Interest Documents):

1. energy efficiency improvements in public building sector, and also in private buildings which serve to the public interest (i.e private:hospitals,dormitories,universities, schools etc) i.e. energy efficiency interventions
  2. new small-hydropower plants, as well as rehabilitation of existing small-hydropower facilities;
  3. wind power plants
- - For energy efficiency improvement in public building sector, it is mandatory that the Applicant: 1) has already carried out a preliminary energy audit of the existing public or private building as mentioned above (e.g. building of public administration, public health, university, etc.) for the purpose of selecting the best suitable energy efficiency interventions according to the already approved CDM methodology; 2) energy efficiency interventions shall comprise, but should not be limited to, interventions for which a CDM methodology has been already approved; 3) has signed a Letter of Intent with the owner of the building stating the agreement for implementing the project 4) has applied to the local Government to get construction or rehabilitation

permit.

For wind power plants, it is mandatory that the applicant has obtained from the Council of Ministers the authorization for the construction of Power Plants not Subject of Concession, as provided by article 34/1 of the Law No. 9072 /2003, as amended, and the DCM No 1701, date 17.12.2008 “ Regulation on Procedures for Granting of Authorizations for Construction of Power Plants not Subject of Concession”.

For small-hydropower plants, both new and existing, it is mandatory that: 1) the Applicant has already obtained the concession contract 2) the Applicant has already collected stream-flow data necessary for the calculation of the yearly electricity that could be produced.

Projects will be admitted to the benefits of the present Call only if the starting date of the construction or rehabilitation works did not occur before the issuing date of the Call itself.

Each submitted project idea must fall under one of the sector categories listed above.

Each pilot project shall be designed and registered as a CDM project and therefore, in the designing phase, the Applicant shall include preparation of PDD document.

## 2.2. Estimated Contract Value/co-financing

- The value of the contract/co-financing to be awarded will not exceed 30% of the total admissible costs as reported in paragraph 2.3.
- The above mentioned value of the contract/co-financing to be awarded will not exceed the amount of € 1,500,000.00 (one million five hundred thousand/00 euros), VAT and all other local taxes excluded, per each project and, in any case, will be awarded according to the financial resources available. The applicable VAT and all other local taxes corresponding to the value of the contract/co-financing to be awarded will be further reimbursed by the Ministry of Economy, Trade and Energy of the Republic of Albania with its own funds.

## 2.3. Admissible costs

- The amount of the contract value/co-financing will be determined by considering the following admissible costs only (VAT and all other local taxes excluded), specimen as per Attachment 7, Section 2 of the Expression of Interest Documents:
  - energy audit and feasibility studies that are strictly necessary for the designing and execution of the intervention;
  - designing of the project;
  - supply of materials and technological components that are strictly necessary for the execution of the intervention;
  - execution of the intervention and installation of technologies including

- start-up testing and commissioning;
- civil works strictly necessary for the execution of the intervention
- where applicable, costs related to the plant's connection to the grid or to electricity end-user;
- Travel costs (personnel) and costs related to technology supply (e.g. shipment, trucks, etc.)
- Costs related to the implementation of the project as CDM up to the registration by the Executive Board, that includes PDD preparation and the validation and registration of the project.

### **3. Contracting Authority and Eligible Applicants**

#### **3.1. Contracting Authority**

- The Call for Expression of Interest is issued by the Ministry of Economy, Trade and Energy of the Republic of Albania (hereinafter called "Contracting Authority").

#### **3.2. Eligible Applicants**

- This Expression of Interest is open to all Italian and/or Italo-Albanian companies, i.e. joint ventures between Italian and Albanian partners.
- The Applicants must prove their enrolment in a professional or trade register.
- The relevant professional and trade registers in Italy are the "Registro della Camera di commercio, industria, agricoltura e artigianato", the "Registro delle commissioni provinciali per l'artigianato" or the "Consiglio nazionale degli ordini professionali". Recent extracts from such registers or equivalent documentation should therefore be submitted. The Italian applicant should be registered in Albania (branches and representative offices) based on the Albanian law Nr. 9723, date 03.05.2007 for the National Registration Center, article 22.

The Albanian partner should submit, as provided by the relevant legislation, the decision of the Court concerning the registration of the Company or the extract issued from the National Centre of Business Registration, the NIPT number.

Any legal entity, including public bodies, may participate in the Call for Expression of Interest. Applicants may apply jointly, provided the Lead Applicant is clearly identified and information (see below) is submitted for each company applying. Applicants shall submit a declaration of partnership.

### **4. Cost of Expression of Interest**

- 4.1. The Applicant shall bear all costs associated with the preparation and submission of its project idea, and the Contracting Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Expression of Interest process.

## **5. Ownership of Expression of Interest**

- 5.1 The Contracting Authority retains ownership of all project ideas received under this Expression of Interest procedure. Consequently, Applicants have no right to have their project ideas returned to them.

## **B. Expression of Interest Documents**

### **6. Content of Expression of Interest**

- 6.1. The Expression of Interest procedures and contract terms are prescribed in this Call for Expression of Interest (hereinafter called “Expression of Interest Documents”) as follows:
- Section 1: Instructions to Applicants
  - Section 2: Attachments
  - Section 3: Terms and Conditions of Contract
- 6.2. The Applicant is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the Expression of Interest documents, or to submit an Expression of Interest not substantially responsive to the Expression of Interest documents in every respect, will be at the Applicant’s risk and may result in the rejection of its Expression of Interest.

### **7. Clarifications on Expression of Interest Documents**

- 7.1. A prospective Applicant requiring any clarification of the Expression of Interest documents may notify the Contracting Authority in writing.
- 7.2. The Contracting Authority may respond in writing to any request for clarification of the Expression of Interest documents, which is received no later than fifteen (15) days prior to the deadline for the submission of Expression of Interest, as per Clause 16.1. Written copies of the Contracting Authority’s response (without identifying the source of inquiry) will be sent to all prospective Applicants.
- 7.3. All correspondence regarding clarifications of the Expression of Interest Documents, and in general on the Expression of Interest procedure, shall be addressed to:

Ministry of Economy, Trade and Energy,

Project Section, Mrs. Alma Meço

Tel: 00355 (0)4 22 22 245 / 74153

E-mail: ameco@mete.gov.al

### **8. Amendment of Expression of Interest Documents**

- 8.1. At any time prior to the deadline for submission of Expressions of Interest, the Contracting Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, may modify the Expression of Interest documents by amendment.

- 8.2. All prospective Applicants will be notified of the amendment in writing, and will be binding on them. Prospective Applicants shall promptly acknowledge the receipt thereof by email or fax to the Contracting Authority.

## **C. Preparation of Expression of Interest**

### **9. Language of Expression of Interest**

- 9.1. The Expression of Interest prepared by the Applicant, as well as all correspondence and documents relating to the Expressions of Interest exchanged by the Applicant and the Contracting Authority shall be written in English.
- 9.2. Supporting documents and printed literature furnished by the Applicant may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Expression of Interest, the translation shall govern.

### **10. Documents comprising the Expression of Interest**

- 10.1. The Applicant shall prepare the Expression of Interest strictly according to the Expression of Interest Documents and shall response to the Expression of Interest Documents, in the given order and numbering. Additional descriptions are allowed.
- 10.2. The Expression of Interest prepared by the Applicant shall comprise the following components, and be submitted in three separately sealed envelopes, marked "ENVELOPE A: ADMINISTRATIVE DOCUMENTS", "ENVELOPE B: TECHNICAL PROPOSAL" and " ENVELOPE C: FINANCIAL PROPOSAL" respectively, then all together included in a single envelope, marked "CALL FOR EXPRESSION OF INTEREST FOR RECEIVING CO-FINANCING FOR CDM PROJECTS IN ALBANIA" in the lower left corner, together with the Expression of Interest Standard Form, duly filled as per Attachment 2, Section 2 of the Expression of Interest Documents.
- 10.3. The first envelope (ENVELOPE A: ADMINISTRATIVE DOCUMENTS) shall enclose:
- Proof of legal existence - – as required under Clause 3.2;
  - Declaration on Exclusion Criteria, as per Attachment 3, Section 2 of the Expression of Interest Documents;
  - Authorization (e.g. Power of Attorney) to execute in the name and on behalf of the Applicant/s all the necessary matters related to the co-financing for CDM pilot projects in the Republic of Albania;
  - Other administrative documents deemed to be necessary by the Applicant.
- 10.4. The second envelope (ENVELOPE B: TECHNICAL PROPOSAL) shall enclose:
- The Technical Proposal, to be developed with reference to the General Description of the proposed CDM Project in Attachment 1, Section 2 of the Expression of Interest Documents; Project Information Sheet,

specimen as per Attachment 4, Section 2 of the Expression of Interest Documents;

- The Work Plan related to full development of the CDM pilot project, from the feasibility study and design phase of the project to its operational stage, including all the activities necessary for the registration of each pilot project as a CDM project.
- The Work Plan is to be enclosed to the Application as per Attachment 8.
- Names and professional qualifications of the personnel responsible for the execution of the contract, as specified in the Attachment 1, Section 2 of the Expression of Interest Documents. The CV's of the key personnel must be provided according to Attachment 6, Section 2 of the Expression of Interest Documents. Specifically, Attachment 1, Section 2 of the Expression of Interest Documents provides the minimum requirements for the expert's team to be proposed;
- Other technical documents deemed to be necessary by the Applicant.
- Specifically, the Technical Proposal shall include:
  - A. A detailed statement of the experience and qualifications of the Applicant providing information on: specific experience in the construction of renewable energy (hydro and wind) plants and in the implementation of energy efficiency interventions in the public building sector; experience in CDM projects development; international experience, including experience in the Balkans area and specifically in Albania.; length of experience: location of prior related jobs; their size and estimated costs; and any other pertinent information that will demonstrate the degree of qualification of the firm for the specific project under consideration. The experience and qualifications must be provided according to Attachment 5 (Reference List), Section 2 of the Expression of Interest Documents.
  - A detailed description of the proposed project idea and related Work Plan (Attachment 8).
  - A detailed description of the studies and analysis (eg. wind data collection, building energy audit, etc.) already carried out with the purpose to implement the proposed project. In particular:
    - For wind power plants, wind speed measurements report (if any)
    - For small-hydropower plants, stream-flow data report
    - For energy efficiency improvement in existing public or private buildings, a preliminary energy audit report prepared for the purpose of selecting the best suitable energy efficiency interventions according to the already approved CDM methodology.
  - Concession contract for Small Hydro Power Plant. Letter of Intent signed by the Applicant and the owner of the building and application to the local Government to get construction or rehabilitation permit for energy efficiency improvement in existing public or private buildings. Applicants may include the authorization for the construction of Wind Power Plants, as identified in paragraph 2.1.

- A description of the technical facilities and technical capacity, measures used by the Applicant for ensuring quality and his study and research facilities and capacity.
- A clear definition of the amount of professional effort for the services, including an estimated man-month schedule separated into the effort to be expended.

The Curriculum Vitae (CV's) of the engineers and the technicians involved shall demonstrate the educational and professional qualifications and experience of all proposed professional staff.

Each CV shall be originally signed and certified by the individual as to its truth and validity and shall be dated.

10.5. The third envelope (ENVELOPE C: FINANCIAL PROPOSALS) shall enclose:

- Expression of Interest Standard Form stating the overall cost and the requested co-financing of the project, specimen as per Attachment 2, Section 2 of the Expression of Interest Documents;
- Admissible Costs Form, specimen as per Attachment 7, Section 2 of the Expression of Interest Documents;
- Other financial documents deemed to be necessary by the Applicant.
- The Applicant shall provide a detailed breakdown, with the Financial Proposal, of all the expenditures that have been included in the preparation of Financial Offer.

## **11. Project Costs**

- 11.1. The Applicant shall indicate on the appropriate Admissible Costs Form the unit costs (where applicable) and total Expression of Interest cost for the project to be co-financed under the contract.
- 11.2. Costs indicated on the Admissible Costs Form shall include the Value Added Tax (VAT) and the other taxes, where applicable. The applicable VAT corresponding to the value of the contract/co-financing to be awarded will be further reimbursed by the Ministry of Economy, Trade and Energy of the Republic of Albania with its own funds, as reported in paragraph 2.2.
- 11.3. The Applicant's separation of cost components in accordance with Clause 11.1 above will be solely for the purpose of facilitating the comparison of Expressions of Interest by the Contracting Authority and the Applicant and will not in any way limit the Applicant's right to contract on any of the terms offered. If there is a discrepancy between the overall cost proposed in the different documents, the Expression of Interest Standard Form (as per Clause 10.5 (1)) figures will prevail.
- 11.4. Costs quoted by the Applicant shall be fixed during the Applicant's performance of the contract and not subject to variation on any account. An Expression of Interest submitted with an adjustable cost quotation will be treated as non-responsive and will be rejected, pursuant to Clause 21.

## **12. Expression of Interest Currencies**

12.1. The costs shall be quoted in Euro.

## **13. Period of Validity of Expressions of Interest**

13.1. Expressions of Interest shall remain valid for the period of 150 (one hundred fifty) days after the date of Expression of Interest opening. An Expression of Interest valid for a shorter period shall be rejected as non-responsive.

13.2. In exceptional circumstances, prior to the expiry of the original Expression of Interest validity period, the Contracting Authority may request the Applicant's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Applicant may refuse the request without exclusion from the Expression of Interest. An Applicant agreeing to the request will not be required nor permitted to modify its Expression of Interest.

## **14. Format and Signing of Expressions of Interest**

14.1. The Expression of Interest documents shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The latter authorization shall be indicated by written power of attorney accompanying the Expression of Interest. All pages of the Expression of Interest, except for unamended printed literature, shall be initialed by the person or persons signing the Expression of Interest.

14.2. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Expression of Interest initial them.

## **D. Submission of Expressions of Interest**

### **15. Sealing and Marking of Expressions of Interest**

15.1. The Applicant shall submit the Expression of Interest in three separately sealed envelopes (Envelopes A/B/C) per every project idea respectively, according to Clause 10. For the convenience of Expression of Interest opening, the Applicant is required to submit the Expression of Interest Standard Form (Attachment 2, Section 2 of the Expression of Interest Documents) in the outer envelope.

The outer envelope shall:

- be addressed to the address given in Clause 16.1; and
- bear the project name and a label "DO NOT OPEN BEFORE" followed by the date for Expression of Interest opening specified in Clause 19.1.

15.2. The inner envelopes shall be labeled as Envelope A, B or C and shall also indicate the name and address of the Applicant.

15.3. If the outer envelope is not sealed and marked as required by Clause 15.1, the Contracting Authority will assume no responsibility for the Expression of Interest's misplacement or premature opening.

## **16. Deadline for Submission of Expressions of Interest**

16.1. Expressions of Interest must be received by the Contracting Authority at the following address:

Ministry of Economy, Trade and Energy - Ministria e Ekonomise, Tregtise dhe Energjetikes

Blvd. "Deshmoret e Kombit" 1001 – Tirane

Project's Section

Mrs. Alma Meço

no later than 13:00 hours on April 2<sup>nd</sup>, 2010

Expressions of Interest must be submitted EITHER by recorded delivery (official postal service) OR hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt.

16.2. The Contracting Authority may, at its discretion, extend this deadline for the submission of Expressions of Interest by amending the Expression of Interest documents in accordance with Clause 8, in which case all rights and obligations of the Contracting Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17. Late Expressions of Interest**

17.1. Any Expression of Interest received by the Contracting Authority after the deadline for submission of Expressions of Interest, pursuant to Clause 16.1, will be rejected. Late proposals, whether delayed in the mails or for other reasons, will not be considered.

## **18. Modification and Withdrawal of Expressions of Interest**

18.1. The Applicant may modify or withdraw its Expression of Interest after the Expression of Interest's submission, provided that written notice of the modification, including substitution or withdrawal of the Expressions of Interest, is received by the Contracting Authority prior to the deadline for submission of Expressions of Interest.

18.2. The Applicant's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 10.2.

18.3. No Expression of Interest may be modified after the deadline for submission of Expressions of Interest.

## **E. Opening and Evaluation of Expressions of Interest**

### **19. Opening of Expressions of Interest**

19.1. The Contracting Authority will open ENVELOPE A: ADMINISTRATIVE DOCUMENTS of all Expressions of Interest in the presence of Applicant's representatives who choose to attend, at 14:00 hours in the place and at the date as specified in Clause 16.1. The Applicant's representatives who are present shall sign a register evidencing their attendance.

19.2. The Applicants' names will be announced at the Expressions of Interest opening. No Expression of Interest shall be rejected at Expression of Interest opening, except for late Expressions of Interest.

- 19.3. Expressions of Interest (and modifications sent pursuant to Clause 18.2) that are not opened and read out at the Expression of Interest opening shall not be considered further for evaluation.
- 19.4. The Contracting Authority will prepare minutes of the Expression of Interest opening.

**20. Clarification of Expressions of Interest**

- 20.1. During evaluation of the Expressions of Interest, the Contracting Authority may, at its discretion, ask the Applicant for a clarification of its Expression of Interest. The request for clarification and the response shall be in writing, and no change in the costs or substance of the Expressions of Interest shall be sought, offered or permitted.

**21. Preliminary Examination**

- 21.1. The Contracting Authority will review and compare all the Expressions of Interest systematically according to the evaluation procedures, evaluation criteria and evaluation methods stipulated in the Expression of Interest Documents. The Contracting Authority will examine the Expressions of Interest to determine whether they are complete, whether the Expressions of Interest are generally in order, whether required securities have been furnished, whether the documents have been properly signed, and whether any computational errors have been made.
- 21.2. The Contracting Authority may waive any minor informality, nonconformity, or irregularity in an Expression of Interest, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Applicant.
- 21.3. Prior to the detailed evaluation, pursuant to Clause 0, Contracting Authority will determine the substantial responsiveness of each Expression of Interest to the Expression of Interest documents. For purposes of these Clauses, a substantially responsive Expression of Interest is one which conforms to all the terms and conditions of the Expression of Interest documents without material deviations.
- 21.4. If an Expression of Interest is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Applicant having corrected or withdrawn the non-conforming deviation or reservation. The bid will be rejected as non-responsive, if it is found having any of the following:
  - The Applicant does not fulfil all the eligibility criteria (as per Clause 3.2);
  - The Applicant’s participation in the Expression of Interest is out of his licensed business scope;
  - Submission of Administrative Documents is not complete or false information or data is provided;
  - The Expression of Interest has not been signed by the Applicant’s Legal Person (or representative) or by the person or persons with a Power of Attorney issued by the said Legal Person (or representative).

## 22. Evaluation and Comparison of Expressions of Interest

22.1 The Contracting Authority will evaluate and compare the Expressions of Interest, which have been determined to be substantially responsive, and evaluate the Expressions of Interest, based upon the evaluation procedures, evaluation criteria and evaluation methods discussed in the following. The Contracting Authority will rank the proposed ideas submitted in each of the sectors presented in paragraph 2.1 and will, in principle, select at least one project idea per each sector.

22.2 Only the Technical Proposal (Envelope B) of the Applicants that have been determined as substantially responsive as per Clause 21 will be subsequently evaluated.

Criteria established for the Applicant eligibility and qualification evaluation are:

- a) proven experience in the sector of energy efficiency;
- b) proven experience in the sector of renewable energy;
- c) proven experience in the sector of CDM projects;
- d) proven experience in the Balkans area, and specifically in Albania;
- e) proven fluent English speaking staff.

Only the Financial Proposals (Envelope C) of the Applicants that have been determined as substantially responsive will be subsequently evaluated as per Clause 21.

The technical evaluation of the documentation enclosed in Envelope B will lead to a Technical Score, calculated on the basis of the following criteria (up to 100 points):

- a) Specific Applicable Experience (30 points).

Experience (as reported in paragraph 10.4 A) in the construction of renewable energy (hydro and wind) plants and in the implementation of energy efficiency interventions in the building sector; experience in CDM projects; international experience, including experience in the Balkans area and specifically in Albania.

- b) Project Idea (50 points).

Proposed project activity with reference to its general feasibility and its potential to be registered as CDM.

- c) Qualifications of the Project Manager and of the other team professionals (20 points).

Qualifications of individual personnel proposed to implement the assignment, with their proposed position and duties within the project team and their detailed Curriculum Vitae.

22.3 The cost evaluation will lead to a Cost Score.

After the Technical evaluation, the Contracting Authority will open the Financial Offers of those Applicants whose technical proposals have been

evaluated with at least 75 points. The Applicants shall submit the Financial offer for complete project.

The Contracting Authority's evaluation of an Expression of Interest will exclude and not take into account any allowance for cost adjustment during the period of execution of the contract.

Arithmetic errors will be rectified on the following basis. If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Applicant does not accept the correction of the errors, its Expression of Interest will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

The Applicants will be requested to justify where needed the costs offered. Financial Offers will not be accepted unless these justifications are based on objective elements which may be deduced from the actual economic conditions.

The responsive financial offers will be evaluated as follows: the lowest ratio between the requested co-financing and the overall admissible costs (X) will get 100 points, and the other offers (Y) will get points computed according to  $(X/Y) \times 100$ .

### **23. Determination of Final Evaluated Expression of Interest Score**

23.1 The Evaluated Expression of Interest Score shall be calculated out combining the Technical Score and the Cost Score obtained by each Applicant.

23.2 The combined score for each proposal will be calculated as follows: the points for the Technical proposal will receive a weighting of 80 percent, while the points for the Financial proposal will receive a weighting of 20 percent.

The Total score will be:

$$\text{Total Score} = (\text{Technical score} \times 80/100) + (\text{Financial score} \times 20/100)$$

The company with the highest final Expression of Interest score, calculated according to the formula above, will be proposed for award of contract. The Contracting Authority will, in principle, select at least one project idea per each sector. The selection will be done according to the financial resources available.

### **24. Contacting the Contracting Authority and the Applicant**

24.1 No Applicant shall contact the Contracting Authority on any matter relating to its Expression of Interest, from the time of the Expression of Interest opening to the time the contract is awarded.

24.2 Any effort by an Applicant to influence the Contracting Authority in the evaluation process on Expression of Interest may result in the rejection of the Applicant's Expression of Interest.

## **F. Award of Contract**

### **25. Award Criteria**

25.1 The Contracting Authority will award the contract to the most successful Applicant taking into account the recommendations of the Technical Working Secretariat.

### **26. Right to accept any Expression of Interest and to reject any or all Expressions of Interest**

26.1 Contracting Authority reserves the right to accept or reject any Expression of Interest, and to annul the Expression of Interest process and reject all Expressions of Interest at any time prior to contract award, without thereby incurring any liability to the affected Applicant or Applicants.

### **27. Notification of Award**

27.1 Once the successful Applicant has been determined, the Contracting Authority will issue a Notification of Award to the Successful Applicant.

27.2 The notification of award will constitute the formation of the Contract.

27.3 The corresponding contract award notice will be published on the Web sites: [www.mete.gov.al](http://www.mete.gov.al); [www.minambiente.it](http://www.minambiente.it)

### **28. Signing of Contract**

28.1 At the same time as the Contracting Authority notifies the successful Applicant that its Application has been accepted, the Applicant will send to the Contracting Authority (address provided in paragraph 16) the Contract Form provided in Section 3 of the Expression of Interest Documents signed and dated. The Applicant will incorporate all agreements between the parties and the Financial identification Form provided in Section 3 of the Expression of Interest Documents. These shall be returned to the Contract Authority within thirty (30) days from notification to the successful Applicant

28.2 Failure of the selected Applicant to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the Expression of Interest to the second ranked Applicant or cancel the Expression of Interest procedure.

### **29. Cancellation of the Expression of Interest procedure**

29.1 In the event of cancellation of the Expression of Interest procedure, Applicants will be notified of the cancellation by the Contracting Authority. If the Expression of Interest procedure is cancelled before the outer envelope of any Expression of Interest has been opened, the unopened and sealed envelopes will be returned to the Applicants.

Cancellation may occur where:

- the Expression of Interest procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile Expression of Interest has been received or there is no response at all;

- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant Applicants exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of an Expression of Interest procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of the Call for Expression of Interest does not commit the Contracting Authority to implement the programme or project announced.

## Section 2 - Attachments

### Attachment 1: General Description of the proposed CDM Project

#### CALL FOR EXPRESSION OF INTEREST FOR RECEIVING CO-FINANCING FOR CDM PROJECTS IN THE ENERGY SECTOR

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### 1. BACKGROUND INFORMATION

The International Community started to deal with the climate change issue establishing the United Nations Framework Convention on Climate Change (UNFCCC), adopted in 1992 with the purpose of defining the overall framework for intergovernmental efforts to address climate change. The UNFCCC objectives were strengthened by the adoption of the Kyoto Protocol (3rd Conference of the Parties to the Convention, 1997), entered into force on 16 February 2005.

Within this general framework, the Albanian Ministry of Economy, Trade and Energy, the METE and the Italian Ministry for Environment, Land and Sea (IMELS) on December 19th, 2007 signed a Cooperation Agreement on “Sustainable development and greenhouse gases emissions reduction”.

On this basis, the Italian Ministry agreed to provide financial assistance to the Albanian Ministry for the co-financing of Clean Development Mechanism (CDM) of the Kyoto Protocol projects in the Energy Sector.

## 2. PROJECT OBJECTIVES

With this Call for Expression of Interest the METE of the Republic of Albania invites the project stakeholders to submit descriptions of their project ideas. All project ideas will be screened and assessed from the viewpoint of their CDM or CDM PoAs (hereinafter generally referred as CDM) eligibility. Among the proposed ideas, only projects with high CDM feasibility will be selected.

## 3. BASIC TECHNICAL REQUIREMENTS FOR PROJECT IDEAS

Proposed project activities on **utilization of small-hydro power** for the electricity production are related to new small-hydro power plants or the rehabilitation or upgrading of existing ones and should have a minimum installed power capacity of 1 MW<sub>e</sub> and a maximum installed power capacity of 10 MW<sub>e</sub>. In case of the new hydropower plant, for which construction has not been launched before the issuing date of the present Call for Expression of Interest, the concession contract for the respective hydro power plant location awarded by the Council of Ministers is required. Advantage will be given to projects with resolved issue of the ownership of land where the small hydro power plant will be located.

For the rehabilitation or upgrading of existing hydropower plant, the prerequisite is to have the feasibility study completed.

Proposed project activities on **utilization of wind power** for the electricity production is related to new wind power plants with a minimum installed power capacity of 1 MW<sub>e</sub> and maximum installed power capacity of 10 MW<sub>e</sub>, for which construction has not been launched before the issuing date of the present Call for Expression of Interest. For wind power plants, it is mandatory that the applicant has obtained from the Council of Ministers the authorization for the construction of Power Plants not Subject of Concession, as provided by article 34/1 of the Law No. 9072 /2003, as amended, and the DCM No 1701, date 17.12.2008 “ Regulation on Procedures for Granting of Authorizations for Construction of Power Plants not Subject of Concession” .

Proposed project activities on **improvement of energy efficiency in building sector**, should introduce energy efficiency interventions in an existing public building (e.g. building of public administration, public health, university, etc.) or private buildings which serve to the public interest (i.e.private:hospitals, dormitories, universities, schools etc) that shall comprise, but should not be limited to, interventions for which a CDM methodology has been already approved (published on the UNFCCC web site), Energy saving methods, for the purpose of reducing CO<sub>2</sub> emissions, shall be adopted as much as possible to reduce the energy consumed for fresh air supply, air conditioning systems, domestic hot water and electricity production. The following aspects should be taken into consideration for a positive project idea evaluation: building location, surrounding green area (possibly above 40 percent of the site area, in

order to realize external green spaces around the building), introduction of sustainable materials in particular in the building's envelope (the technical parameter that will be taken into consideration is the "thermal transmittance" expressed in  $W/m^2K$ ), geometry and orientation of the building and office layout (to take the maximum advantage from natural light and solar radiation and to encourage possible stack effect and natural ventilation strategies), possibility to modify and integrate the energy supply and consumption systems through the introduction of more efficient technologies or renewable energy technologies. It is mandatory that the Applicant: 1) has already carried out a preliminary energy audit of the building for the purpose of selecting the best suitable energy efficiency interventions according to the already approved CDM methodology; 2) has signed a Letter of Intent with the owner of the building stating the agreement for implementing the project; 3) has applied to the local Government to get construction or rehabilitation permit.

#### **4. PROJECT TO BE DEVELOPED**

The project to be developed consists of:

1. Full development of pilot projects, from feasibility/design to operation, prepared and implemented as CDM projects in the sectors of renewable energy sources and energy efficiency in public building sector;

The working language throughout the project shall be English.

#### **5. DURATION OF THE PROJECT**

Project activities will have to be completed within 24 months from the contract signature.

#### **6. REQUIRED PERSONNEL AND FACILITIES**

In respect to project sector, the following key personnel, fluent in English, are requested to be part of the team:

- Project Manager, who will be the only formal interface with the Albanian Institutions and will be responsible for all technical issues of the project, with minimum 15 years overall experience in the management of RE and/or EE Projects; the Project Manager is requested to have a proven international experience and experience with financing institutions;
- Senior Plant Engineering Power Generation Expert, with regard to hydro and wind energy projects, with minimum 10 years experience;
- Senior Expert in Energy Efficiency and Energy Saving in Buildings, with minimum 10 years experience;

Other experts shall be included in the proposed team in order to complete and integrate the multidisciplinary qualifications and experience of the proposed project team.

## Attachment 2: Expression of Interest Standard Form

(to be filled out jointly in case of joint application)

Date: \_\_\_\_\_

To: Ministry of Economy Trade and Energy  
of the Republic of Albania  
Address  
Tirana

In compliance with your Call for Expression of Interest for receiving co-financing for CDM pilot projects, the undersigned representative (full name and title) duly authorized to act in the name and for the account of the Applicant/s (name and address of the Applicant/s) hereby declares and agrees;

1. That the overall cost, VAT excluded, of the project and the requested co-financing for (name of project) specified in the attached Admissible Costs Form are:  
Overall cost: (in number) Euro that is (in word);  
Requested co-financing: (in number) Euro that is (in word).
2. That his Expression of Interest is valid for a period of 150 calendar days from the date of bid opening.
3. To accept all conditions written in the present Call for Expression of Interest

Name of representative: \_\_\_\_\_

Name of the Applicant/s: \_\_\_\_\_

Official Seal: \_\_\_\_\_

### Attachment 3: Declaration on Exclusion Criteria

*(to be filled out separately by each partner in case of joint application)*

Date: \_\_\_\_\_

To: METE  
of the Republic of Albania  
Address  
Tirana

In compliance with your Call for Expression of Interest for receiving co-financing for CDM pilot projects, the undersigned the undersigned .....(name), being the legal representative of .....(name of the Company) by this letter hereby declares that:

1. the Applicant has not been the subject of a conviction by final judgment, in the period of 2 years before the submission of the proposal, for the committed criminal offence of participation in criminal organization, corruption, fraud, money laundering or that related to the professional conduct of its activity;
2. the Applicant has not been imposed a prohibition of the conduct of business activity that is the subject-matter of a respective public contract;
3. the Applicant is registered or currently licensed or authorized by a relevant authority for the professional conduct of its activity;
4. the Applicant is not the subject of liquidation proceedings or has not suspended business activities;
5. the Applicant has fulfilled properly obligations relating to the payment of social security contributions and due taxes, in accordance with the legal provisions;
6. the Applicant is not guilty of serious misrepresentation in supplying the information required in the public contract procedure or has supplied such information;
7. the Applicant has not entered into bankruptcy proceedings,
8. the Applicant fulfils the conditions foreseen in the Call for Expression of Interest and in the Expression of Interest documents, with respect to professional and/or technical and staffing abilities;
9. the Applicant has regularly met contractual obligations to contracting authorities in previous public contracts.
10. the Applicant will take full responsibility for performance of the Contract in accordance with all provisions of the Expression of In-

terest Documents;

11. the Applicant has examined in detail all the documents including amendments (if any) and all information furnished for reference as well as relevant attachments and that he is perfectly aware that he must renounce all right of invoking ambiguities or misunderstandings in this respect;
12. the Applicant agrees to furnish any other data or information pertinent to its Expression of Interest that might be requested by the Ministry of Economy Trade and Energy and that he understands that you are not bound to accept the lowest or any Expression of Interest you may receive;
13. the Applicant's address where all official correspondence pertinent to this bid shall be addressed to is:

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_.

Name of representative: \_\_\_\_\_

Name of the Applicant: \_\_\_\_\_

Official Seal: \_\_\_\_\_

## Attachment 4: Project Information Sheet

The Project Idea have to be submitted using this Project Information Sheet. The guidelines how to complete the different sections are included in the document and written in *Italic letters*.

**Project name:** .....

*(Project name should briefly describe the project idea, e.g. in case of the project activity related to rehabilitation or upgrading of an existing hydro power plant, the project name should be: Rehabilitation of the Hydropower Plant „ name of the location“)*

### Project idea submitted by:

Company name: .....

Company type:  Private company – Large  
 Private company – SME  
 Public company  
 Other (specify) .....  
*(Mark the option)*

Company's core business:

.....  
.....

*(This section should contain the main features of the compan that is submitting the project idea, such as its name, type of ownership, core business, some relevant brief facts about the company, incl. number of employees, level of production, etc.)*

### Company contact information:

Contact person: .....

Address: .....

Phone: .....

Fax: .....

E-mail: .....

*(The main contact information: address, telephone and fax number, e-mail, as well as the contact person in charge of the correspondence should be listed)*

### **Project location**

Region: .....

City: .....

Municipality: .....

UTM coordinates: .....

*(This section should include information about the location where the project activities will be carried out)*

### **Project Summary**

*(Project Summary should contain detailed description of the project activity, with the reference to the following elements, for:*

#### **Small-Hydropower projects – construction of the new hydro power plant:**

*Installed capacity in MW; annual production statistics (electricity generation in kWh in full scale operation); site information; stream flow measurements (hydrographs); electrification status of the vicinity; estimated greenhouse gasses emissions reduction; all other relevant information, such as reference to existing hydrology, geology and seismicity reports, the level of site survey and investigation, how the project implementation will contribute to the sustainable development goal of the Government of the Republic of Albania, etc.*

#### **Small-Hydropower projects – rehabilitation of the existing hydropower plants:**

*Detailed description of the measurements which have been already carried out and that will be carried out, installed capacity in MW, the expected annual electricity generation in kWh etc, site information, estimated greenhouse gasses emissions reduction; all other relevant information, such as reference to existing hydrology, geology and seismicity reports*

*Specify if feasibility studies, data collection (e.g. Stream flow measurements) and surveys have been already implemented before the issuing of the present Call.*

*Underline all other relevant information which could of interest.*

**Wind projects:**

Site information (total site size, turbine size, annual mean wind speed); *installed* capacity in MW; expected annual electricity generation in kWh in full scale operation; electrification status of the vicinity; estimated greenhouse gasses emissions reductions. Give the information on wind speed measurement (its status), the ownership of the land where the towers would be installed or where the towers for measurement has been installed, etc.

**Energy efficiency improvement in public or private building sector:**

Urban planning data of the building: building use (office/residential), floor gross surface (m<sup>2</sup>), number of floors above ground level, underground structures (floors), overall gross surface (m<sup>2</sup>/floor), floor height, overall building height, underground heights, aboveground building volume, underground building volume; site location and presence of surrounding green areas. Provide description of the existing building shape, building envelope materials, and of the energy systems including cooling and heating supply systems, domestic hot water supply system and electricity-fed equipments and appliances (eg. Lighting system, electrical engines and machineries, etc.). Provide a description of energy consumptions concerning both heat and electricity.

**Technology to be employed**

(This section should present the overview of the technology implemented by the project activity comprising the following for:

**Small-Hydropower projects – construction of the new hydro power plant:**

Description of the power plant scheme (run-of-river with or without any storage, impoundment, etc.) including all relevant parts such as weir or dam, intake, penstock, powerhouse, etc; type of the hydropower turbine and power equipment, turbine manufacturer etc; all other relevant information.

**Small-Hydropower projects – rehabilitation of the existing hydropower plants:**

Description of the existing power plant scheme (run-of-river with or without any storage, impoundment, etc.) including all relevant parts such as weir or dam, intake, penstock, powerhouse, etc.), type of the hydropower turbine and power equipment, turbine manufacturer etc; all other relevant information.

**Wind projects:**

Give detailed description of: wind turbine (turbine type and size, blade length, tower height at hub, blade tip speed, nacelle weight, hub weight, blade weight, tower weight, if any), specification of power equipment, manufacturing (turbine manufacturer, manufacturer location); all other relevant information.

**Energy efficiency improvement in public or private building sector:**

Give detailed explanation of the proposed energy efficiency interventions, including building layout, modifying office spaces to take the maximum

*advantage from natural light and solar radiation and to encourage possible stack effect and natural ventilation strategies. Provide description of the proposed interventions to improve efficiency in the building energy production and consumption systems, with particular regard to cooling and heating supply systems, domestic hot water supply system, electricity consumptions systems . Provide description of the 'sustainable' materials to be introduced where possible in order to decrease thermal losses.*

**Power Grid features**

*For new hydropower and wind plants the Applicant will provide detailed information about the nearby power grid, the distance from it and a description of the connection works and costs.*

*In case of rehabilitation or upgrading of hydropower plants, the status of the plant connection to the grid will be indicated. If the plant is not grid-connected, the Applicant will describe the connection works and costs.*

**Current project status**

*(Consider the following specifications of the project status: site investigation, project idea, pre-feasibility study, feasibility study, concept design, general project, under implementation etc. Give the detailed description.*

*It is important to have a clear idea about the current status of the proposed project, i.e. whether the proposed activity is just an idea or there is completed pre-feasibility study or feasibility study in place.*

*For energy efficiency projects it is important to have an idea of the energy audit and analysis already carried out.*

*For hydropower and wind plants it is important to have a description of the hydrological or wind speed measurements already carried out at the project's site, specifying the duration, the instruments used (es. anemometer), the achieved qualitative results, etc.*

.....  
.....

**Permits and Licenses**

In this section the Applicant will describe permits and licences necessary for the execution of the intervention, including information on the ownership of the lands and the permits and licences necessary for the plants' connection to the power grid. The Applicant will clearly state the status of construction permits and/or other licences acquisition.

**Summary of financial features of the project**

*(Give the detailed information on the total investment costs and funding, referring to the main economical indicators: IRR, NPV, Cash Flow (related to the project lifetime). Provide the results of sensitivity analysis, if any. IRR, NPV, Cash Flow, and other economical indicators, will be determined*

*for the scenarios with and without METE co-financing.  
The Applicant will also describe the project financing scheme and the source of the necessary funds.*

**Expected project start-up date:**

.....

**Expected project lifetime:**

.....

**Note:**

.....  
.....  
.....

## Attachment 5 : Reference List

*(to be filled out separately by each partner in case of joint application)*

Name of the Company: .....

Project Title	Country/Project Location	Project Duration (from month/year to month/year)	Sources of Funding	Short description of the project	Role performed in project development and/or implementation

## Attachment 6: Resumes of the Project Team Members

(to be filled out jointly in case of joint application)

Project Title: .....

	Company (if applicable)	Key qualification(s)	Years of relevant experience	Experience in the Balkans
Project Manager				
Expert I				
Expert II				
Expert III				
Expert IV				
Expert V				
....				
...				

**Note: Pls. attach Curriculum Vitae in EC format.**

[http://ec.europa.eu/europeaid/work/procedures/framework\\_contract/ams451/documents/cv\\_en.doc](http://ec.europa.eu/europeaid/work/procedures/framework_contract/ams451/documents/cv_en.doc)

## Attachment 7: Admissible Costs Form

Admissible costs	Description	Cost € (VAT and other applicable Albanian taxes excluded)	Amount of applicable VAT (in % and in €) <sup>1</sup>	Amount of other applicable Albanian taxes (in % and in €) <sup>1</sup>	Total Cost € (applicable VAT and other national tax included)
Energy audit and feasibility studies that are strictly necessary for the designing and execution of the intervention					
	.....		.....		
<b>sub totale a)</b>					
Designing of the project					
	.....		.....		
<b>sub totale b)</b>					
Supply of materials and technological components that are strictly necessary for the execution of the intervention					
	.....		.....		
<b>sub totale c)</b>					
Execution of the intervention and installation of technologies including start-up testing and commissioning					
	.....		.....		
<b>sub totale d)</b>					
Civil works strictly necessary for the execution of the intervention					
	.....		.....		
<b>sub totale e)</b>					

Where applicable, costs related to the plant's connection to the grid					
	.....		.....		
<b>sub totale f)</b>					
Travel costs (personnel) and costs related to technology supply (e.g. shipment, trucks, etc.)					
	.....		.....		
<b>sub totale g)</b>					
Costs related to the implementation of the project as a CDM up to the registration by the Executive Board, that includes PDD, validation and registration phases					
	.....		.....		
<b>sub totale h)</b>					
<b>TOTAL</b>		....	....	....	....

<b>Requested Co-financing (VAT and other national tax excluded)<sup>2</sup></b>	.....	
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1 – VAT and other national taxes to be paid according to the Albanian legislation on national taxes.

2 – According to paragraph 2.2

## **Attachment 8: Project Work Plan**

| *The Applicant have to include a Work Plan reporting the time schedule (bar chart) of all the activities, from the feasibility study and design phase of the project to its operational stage, including: feasibility/design, technologies delivery to the site, construction, installation, on site training commissioning, operation start-up, testing, CDM implementation.*

## Section 3 – Term and Conditions of Contract

### CO-FINANCING CONTRACT FOR CDM PROJECTS IN THE ENERGY SECTOR

According to the Cooperation Agreement between the Ministry of Economy, Trade and Energy of the Republic of Albania and the Ministry for the Environment, Land and Sea of the Republic of Italy on “Sustainable development and greenhouse gases emissions reduction” signed on December 19th, 2007, the Call for Expression of Interest for receiving co-financing for CDM pilot projects was published and submitted to the evaluation of the Joint Committee. The offer of ..... was selected as the best ranked according to the evaluation done by the Evaluation Committee.

This contract is stipulated on \_\_\_\_\_ (date), in Tirana.

#### CONTRACTING PARTIES

This Contract and Agreement is made between:

- The Ministry of Economy, Trade and Energy of the Republic of Albania, Address, Tirana, here represented by \_\_\_\_\_ (hereinafter called “the Contracting Authority”)
- \_\_\_\_\_, with legal office in \_\_\_\_\_, here represented by \_\_\_\_\_ (hereinafter called “the Contractor”)

Now, therefore, the Contracting Authority entrusts the Contractor with the activity for the development of the CDM pilot project.

**The terms hereof are described in the following articles:**

#### **Art. 1. - Object of the Contract**

The Contracting Authority entrusts to the Contractor, who accepts, the activities whose implementation is detailed in the Annex 1

(Technical Proposal, as per paragraph 10.4) to be considered as integral part of the present contract.

Concerning all the items not expressly mentioned in Annex 1, the Contractor shall refer from time to time to the Contracting Authority in order to agree upon the course of action to follow.

**Art. 2. - Place and Execution of the Contract**

The Contractor will work, following the best professional practice and in complete independence even though in systematic touch with the Contracting Authority. Furthermore, the Contractor shall consult the Contracting Authority and keep it informed in all matters connected with the CDM pilot project in such manner and at such times as the Contracting Authority may require.

The Contractor shall directly carry out the tasks, employ staff members and/or employees under his supervision and responsibility. It is explicitly not admitted any dependence from or subordinate job to the Contracting Authority by the Contractor and/or of other team members involved in the CDM pilot project.

**Art. 3. - Duration of Contract**

The period of performance shall be (.....) months from the date of signature of the present Contract, unless extended by mutual agreement in writing between the parties and only upon request of the Contractor supported by appropriate documentation.

The final schedule of the requested activities will be defined by the Contracting Authority and the present Contract shall be valid till the end of the activities.

**Art. 4. - Remuneration of Contractor**

With reference to the services specified in this Contract, the Contractor shall receive an overall amount of \_\_\_\_\_ (\_\_\_\_\_) Euro, VAT and all other local taxes excluded.

These fees will include all Contractor costs as detailed in the Contractor offer which are considered fixed and not subject to revision. No other expenses will be recognized without previous approval by the Contracting Authority.

## **Art. 5. - Invariability of Costs and of the Contract**

The costs referred to herein are fixed and invariable, and may not be revised for any reason whatsoever. The Parties expressly agree that the amount provided covers all the dues including any additional activities needed to perform this Contract and that the Contractor shall not lay claim to the Contracting Authority, for any reason (including, without limitation, loss of profits and loss of contracts) any extra sum during or after the completion of the activities stated in the present contract. Any amendment to this Contract and to the attachments shall be the subject matter of a specific additional document, approved and signed by both parties.

## **Art. 6. - Invoicing and Payments**

The fees referred to in Article 4 will be invoiced as follows:

1. \_\_\_\_\_ Euros, equal to 10 % of the Remuneration of Contractor (art. 4) at the beginning of construction works. The payment of the Remuneration is subject to the submission by the Contractor of the following documents to the Contracting Authority :

- a. Executive design document and the final work plan of the works execution;
- b. Project Design Document (PDD) and evidence that the PDD has been submitted to a DOE for validation;
- c. "Letter of approval" from the host country DNA;
- d. All the permits and the authorization as requested by the National Law;
- e. Contract performance guarantee issued by a reputable bank located in Albania as stipulated by Article 9 of this Contract.

2. \_\_\_\_\_ Euros, equal to 50 % of the Remuneration of Contractor (art. 4) when 60% of Admissible Costs (VAT excluded, as per Attachment 7) are incurred and related technical documentation is submitted. The payment of the Remuneration is subject to the submission by the Contractor of the following documents to the Contracting Authority:

- f. Technical Progress Report on the advancement of the works
- g. Relevant invoices proving the incurrence of the 60% of the admissible costs
- h. Validation report from DOE with relevant Correcting Actions Requested (CARs) closed;

3. \_\_\_\_\_ Euros, equal to 40% of the Remuneration of Contractor (art. 4) when:

- i. the project has been registered as a CDM;
- ii. the hydro or the wind power plant is in operation;
- iii. start-up, testing and commissioning for energy efficiency interventions in the public building are fully completed.

The remuneration is subject to the submission by the Contractor of the following documents to the Contracting Authority:

- i. Certification of project registration issued by the Executive Board of Kyoto Protocol.
- j. Certificate of commissioning and testing for hydro and wind power plants as well as for energy efficiency interventions in public buildings according to the procedure of the Contracting Authority
- k. Documents demonstrating that the hydro or the wind power plant is in operation

The original invoices and all the documents (notarized) required to be submitted in each of the above steps of invoicing shall be addressed to:

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

The description of the activities carried out to be paid and a reference to this Contract shall be clearly indicated in the invoice.

The Contracting Authority shall approve the invoices submitted and shall make payments by bank transfer (whose details being indicated in the invoice) 30 days from the date of the invoice, if the invoices are submitted together with the required documents. If any of these documents is missing, the Contracting Authority shall not pay the invoice and shall request to the Contractor to submit the missing documents. After the whole documents are submitted by the Contractor, the Contracting Authority shall make the payments.

The Contractor shall submit any other document not mentioned above upon request of the Contracting Authority.

## **Art. 7. - Contractor's Obligations**

The Contractor explicitly undertakes to:

- Carry out all the activities for which he is responsible with the utmost diligence, according to high quality engineering standards and meeting in full the objectives assigned, keeping the Contracting Authority constantly informed (upon request or on its own initiative) as to progress of the activities assigned within the present Contract, with specific reference to the commitments entered into.
- Guarantee top priority of the activities defined, complying with the performance and implementation deadlines agreed to, and achievement of the pre-established goals.

## **Art. 8. - Confidentiality**

The Contractor undertakes to always consider confidential and not to circulate to third parties all project data and information or other material communicated to him in confidence by the Contracting Authority even in the case of withdrawal from the present contract.

The Contractor shall not issue any statement to third parties, in particular to the press and other communication media, concerning the CDM pilot project carried out under this Contract or otherwise divulge information obtained in this context, except with the prior written approval of the Contracting Authority. No texts shall be issued or published by the Contractor except with the prior approval of the Contracting Authority.

## **Art. 9. - Contract Performance Guarantee**

The Contractor shall at its own costs and expenses provide the Contracting Authority with a Contract Performance Guarantee for a value equal to 20% of the Remuneration of Contractor as guarantee for the performance of its obligations under this Contract.

The Contract Performance Guarantee shall cover the entire period of validity of the Contract.

The contract performance guarantee shall be released within 60 days from the testing and commissioning of the plant upon declaration of the Contracting Authority of the effective fulfilment of contractual obligations.

#### **Art. 10 – Termination of the contract**

In case of the default caused by the delay, non-fulfillment of the contract obligations or serious breach of the terms of the Contract by the Contractor, the Contracting Authority may terminate the contract at any time whether a formal notice to comply, specifying the nature of the breach of his contractual obligations, has been communicated to the Contractor in writing by registered letter with acknowledgement of receipt and no action has been taken in response within 30 (thirty) calendar days.

The Contracting Authority reserves the right to undertake actions for damages and losses

The Contracting Authority shall reserve the right, in case of public interest, to terminate the Contract at any time, upon a prior notice of at least one month, against payment of the admissible costs borne by the Contractor till the date of the termination.

#### **Art.11. – Monitoring**

The Contracting Authority reserves the right to make monitoring and inspections to the site of the execution of the works under this contract with prior notification to the Contractor, in order to monitor the progress of the execution of the contract.

#### **Art. 12.- Liability for Damages and Indemnity**

The Contractor shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the activities are being carried out. The Contractor won't be considered liable of default following dearth and/or inaccuracy of the information and data provided by the Contracting Authority. Neither party shall be liable to the other party, only if that acted in good faith, for any indirect or consequential loss or damage which may be suffered by the other party in connection with the contract. The total liability of the Contractor to the Contracting Authority under or in connection with the contract shall not exceed the total fees paid under the contract.

### **Art. 13. - General Obligations**

The parties elect their domicile at the address reported in the epigraph of the present document and agree that any written communication to the other part must be sent via registered letter with return receipt or by hand to be considered valid. One party shall give prompt notice of any change in the address of the above mentioned domiciles to the other party and this change will be considered effective from the date of receipt of the communication. The party who is not asserting his own rights in violation, carried out by the other party, of any contractual expectation may, at any time, claims these rights and the observance of all the terms and condition of the present contract. Any modification of the Contract, including the Annexes thereto, must be set out in writing in an amendment and undersigned by the Parties.

### **Art. 14. - Applicable Law**

This contract shall be interpreted and construed according to effective Albanian legislation.

### **Art. 15. - Dispute settlement**

In case of a dispute, the contracting parties will try to settle them amicably, otherwise the parties may appeal to the competent Albanian Court authority.

### **Art. 16. - Entry into force**

This contract enters into force on the date of its signature by both the contracting parties.

### **Art. 17. - Expiry Date**

Unless terminated under Article 10, this Contract shall expire upon termination of the 24-month term as set forth in Article 3 and the discharge of all obligations arising out of or under this Contract.

### **Art. 18. - Annexes**

The following document has been attached to this agreement and has to be considered as integral part of the present Contract:

- Annex 1: Technical Proposal;
- Annex 2: Admissible Costs Form (Attachment 7);

- Annex 3: Financial Identification Form;  
as provided in response to the Call for Expression of Interest.

Please return the original of this Contract signed for acceptance on each page. In signing this Contract, the contents of the annexes are also accepted in full.

Tirana, \_\_\_\_\_

Ministry of Economy, Trade and  
Energy of the Republic of Albania

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

Mr. \_\_\_\_\_

Mr. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**BANK STAMP + SIGNATURE of BANK REPRESENTATIVE**  
**(Both Obligatory)**

**DATE + SIGNATURE of ACCOUNT HOLDER :**  
**(Obligatory)**