

Competitive Procedure with Negotiation

Request for Initial Proposals

Authorized developer: Albanian Investment Corporation

Project Name: Development of the technology and science park
"Durana Tech Park"

Contract title: Management/administration of 'Durana Tech
Park' and intermediation in the selection of its
users

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PART 1 - COMPETITION PROCEDURE

SECTION I - INSTRUCTIONS FOR CANDIDATES

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SECTION I - INSTRUCTIONS TO CANDIDATES

A. GENERAL

- 1. Object of the proposal**

 - 1.1 The Albanian Investment Corporation, herein the "Corporation", has prepared this Request for Initial Proposals (RFIP) for the Project, as specified in **Section IV**, Project Description and Requirements.
 - 1.2 The RFIP is sent to Candidates who have passed the qualification phase (Phase I) for this project and have been invited by the Corporation to participate in the negotiation phase (Phase II).
 - 1.3 Wherever used in the RFIP, the following terms have the following meanings:

 - (a) the term "**in writing**" means communication in written form (ex. by post, e-mail, fax, etc.) with acknowledgment of receipt;
 - (b) if the context requires, "**singular**" means "**plural**" and vice versa;
 - (c) "**Day**" means a calendar day, unless otherwise specified as a "**working day**";
 - (d) "**RFIP**" is the Request for Initial Proposals;
 - (e) "**KPPP**" is the Request for Final Proposals;
 - (f) "**JV**" it is a joint venture;
 - (g) "**SPV**" (special-purpose vehicle) is the legal entity created based on the joint management/administration contract between the Corporation and the winning candidate in order to realize the project.

- 2. Conflict of interest**

 - 2.1 Candidates must have no conflict of interest. Any Candidate found to have a conflict of interest will be disqualified. A Candidate may be considered to have a conflict of interest for the purpose of this competition process, if the Candidate:

 - (a) directly or indirectly controls, is controlled by or is under common control with another Candidate; or
 - (b) receives or has received any direct or indirect subsidy from another Candidate; or
 - (c) has the same legal representative as another Candidate; or

- (d) has a relationship with another Candidate, directly or through common third parties, that places him in a position to influence another Candidate's proposal, or to influence the Corporation's decisions regarding this competition process; or
 - (e) one of its subsidiaries participates as a consultant in the preparation of the Corporation's requirements for the Project that are the subject of the proposal; or
 - (f) has a close business or family relationship with a professional staff of the Corporation who: (i) is directly or indirectly involved in the preparation of the RFIP, or project requirements, and/or the proposal evaluation process.
- 2.2 An entity that is a Candidate (either individually or as a member of a JV) shall not participate in more than one proposal, including participation as a subcontractor in other proposals. Such participation will result in the disqualification of all proposals in which the Candidate is involved. An entity that is not an individual Candidate or a JV member in one proposal may participate as a subcontractor in more than one proposal.
- 2.3 An entity cannot participate in this procedure if the Candidate is:
- a. established and registered in a country for which, by an act of compliance with a decision of the Security Council of the United Nations taken under Chapter VII of the Charter of the United Nations, by virtue of an official law or regulation, the Republic of Albania prohibits any importation of goods or outsourcing of works, goods or services from that country, or any payment to a person or entity registered in that country;
 - b. subject provided for in points 1 and 2, of article 3, of law no. 10192, dated 3.12.2009, "On preventing and combating organized crime and trafficking through preventive measures against wealth", as amended, as well as
 - c. subject to normative act no. 1, dated 31.1.2020, of the Council of Ministers, "On preventive measures within the framework of strengthening the fight against terrorism, organized crime, serious crimes and the consolidation of public order and security".

3. Joint Venture

- 3.1 In the event that a Candidate participates as a joint venture of companies (JV), the JV will appoint a representative, who will have the authority to perform all actions for and on behalf of any

and all members of JV during the process of negotiation of the proposal and the contract, if the case.

B. REQUEST FOR INITIAL PROPOSALS (RFIP)

- 4. Content of RFIP**

 - 4.1 The Candidate must review all RFIP instructions, forms, terms and requirements and submit his proposal with all information and documentation as required by RFIP.

- 5. Clarification of RFIP, Inspection of property**

 - 5.1 A Candidate seeking clarification on the RFIP shall contact the Corporation in writing at its email address, given in **the RFIP Notice**. The Corporation will respond to any request for clarification, provided that such request is received within **5 days** prior to the deadline for submission of proposals. The Corporation will forward copies of its response to all Candidates who have received the RFIP, including a description of the request, but without identifying its source. If the Corporation deems it necessary to amend the RFIP as a result of a request for clarification, it will do so following the procedure given in these instructions.
 - 5.2 The Candidate must visit and evaluate the property and its surroundings and obtain at his own responsibility and expense all information that may be necessary for the preparation of the proposal and signing the contract.
 - 5.3 The Candidate, and any of its personnel or agents, will be granted permission by the Corporation to enter its property for the purpose of such visit, but only on the express condition that the Candidate, its personnel and agents, will release and indemnify the Corporation against any liability in respect of death or personal injury, loss or damage to property, and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 6. Amendment of RFIP**

 - 6.1 At any time before the deadline for submission of proposals, the Corporation may amend the RFIP by issuing Addendum.
 - 6.2 Any Addendum issued shall form part of the RFIP and shall be communicated in writing to all those who have received the RFIP from the Corporation.
 - 6.3 To give Candidates reasonable time to consider an Addendum in preparing their proposals, the Corporation may, at its discretion, extend the deadline for submission of proposals.

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7. **The cost of the proposal** 7.1 The Candidate shall bear all costs associated with the preparation and submission of his proposal, and the Corporation shall in no event be liable for such costs.
8. **The language of the proposal** 8.1 The proposal prepared by the Candidate and all correspondence and documents related to the proposal exchanged between the Candidate and the Corporation shall be written in Albanian or English. Any document provided by the Candidate as part of his proposal may be in another language, as long as this document is accompanied by a translation of the relevant parts in one of the languages of the proposal, Albanian or English. In this case, for the purposes of interpreting the proposal, the translation will take precedence.

C. PREPARATION OF PROPOSALS

9. **The documents that make up the proposal** 9.1 The proposal shall be submitted in a sealed envelope marked "Proposal - Original".
- 9.2 The proposal submitted by the Candidate shall contain the following:
- (a) Letter of Proposal - prepared in accordance with point 10 of these instructions;
 - (b) Detailed Development/Park Management Plan - prepared in accordance with Section III - Instructions for the Preparation of the Initial Proposal;
 - (c) Proposal Security - prepared in accordance with point 12 of these instructions;
 - (d) Power of attorney or written authorization authorizing the signatory of the proposal to engage the Candidate, in the event that the latter is not the legal representative of the Candidate;
 - (e) documentary evidence that the Candidate continues to be qualified to enter into this contract. if his proposal is accepted (if required **in the RFIP Notice**);
 - (f) in the case of a proposal submitted by a JV, the JV's contract or letter of intent to enter into a JV, including the parts of the project to be executed by the respective partners; and
 - (g) Other: any other document required in RFIP.
10. **Letter of Proposal** 10.1 The Candidate shall complete the Letter of Proposal using the appropriate form provided in Section III - Instructions for the

Preparation of the Initial Proposal. The Letter of Proposal form must be completed without any changes to the text and will not be accepted with changes. All blank spaces must be filled in with the required information.

11. Documents proving the Candidate's qualification

- 11.1 In accordance with **Section II** - Selection Criteria, in order to determine that the Candidate continues to meet the qualification criteria applied at the time of the Qualification Phase, the Candidate must provide updated information on any evaluated aspect that has changed since that time.

Any change in the structure or registration of a Candidate after it has been initially selected and invited to submit a proposal (including, in the case of a JV, any change in the structure or form of any member and any change in the form of any subcontractor) will be subject to the written approval of the Corporation prior to the proposal submission deadline. Such approval will be refused if, as a result of the change, the Candidate no longer substantially meets the qualification criteria set out in the Qualification Document.

Any such change must be submitted to the Corporation no later than fourteen (14) days after the Notification of RFIP.

12. Provision of the proposal

- 12.1 The Candidate shall provide as part of his proposal, a Proposal Security, as specified **in the RFIP Notice**, in the amount and currency specified **in the RFIP Notice**.

- 12.2 The Proposal Security shall be a security in any of the following forms at the Candidate's option:

- a. an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance company);
- b. an irrevocable letter of credit.

If an unconditional guarantee is issued by a non-banking financial institution located outside Albania, the issuing non-banking financial institution must have a correspondent financial institution in Albania to make it enforceable, unless the Corporation has agreed in writing, prior to submission of the proposal, that a correspondent financial institution is not required.

- 12.3 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section III - Instructions for the Preparation of the Initial Proposal or in another substantially similar format approved by the Corporation prior to proposal submission. In any case, the form must include the Candidate's full name. The Proposal Security will

be valid for twenty-eight (28) days after the proposal expiration date, or after any revised date if requested.

- 12.4 Any proposal not accompanied by a Proposal Security will be rejected by the Corporation as non responsive.
- 12.5 The Candidates' Proposal Security will be returned to them as soon as possible after the successful Candidate has signed the Contract and given the Contract Guarantee.
- 12.6 The Proposal Security can be confiscated:
- (a) if a Candidate withdraws its proposal before the proposal expiry date specified by the Candidate in the Proposal Letter or the revised date provided by the Candidate; or
 - (b) if the successful Candidate fails to:
 - (i) sign the contract; or
 - (ii) to submit a Contract Guarantee.
- 12.7 The Proposal Security of a JV will be in the name of the JV submitting the proposal. If the JV is not legally formed at the time of submission of proposals, the Proposal Security will be in the names of all prospective members as mentioned in the letter of intent to form the JV.

13. Validity period of initial proposals

- 13.1 Proposals will remain valid for a period of **six (6) months** or any revised date if amended by the Corporation. A proposal that is not valid until this date or any date revised by the Corporation, shall be rejected by the Corporation as non responsive.
- 13.2 In exceptional circumstances, prior to the expiry date of the proposal, the Corporation may require Candidates to extend the validity date to a specified date. Requests and responses are made in writing. The Candidate may reject the request without risking forfeiture of the Proposal Security. A Candidate who agrees to the request will not be allowed to modify his proposal but will be required to ensure that the Proposal Security is extended to the revised proposal expiration date.

14. Format and Signature of Proposals

- 14.1 The proposal consisting of the documents listed in these instructions, shall be written in indelible ink and shall be signed by one or more persons authorized to sign on behalf of the Candidate. Authorization or Power of Attorney to sign the proposal must be in writing and included in the proposal. The name and position held by each person signing the authorization must be written below the signature. All pages of the proposal where notes or changes have been made shall be signed by the person signing the proposal.

- 14.2 In case the Candidate is a JV, the proposal shall be signed by an authorized representative of the JV on behalf of the JV and to be legally binding on all members as evidenced by a signed authorization/power of attorney by their legal representatives.
- 14.3 The Proposal shall not contain any underlining, erasures, or writings, except for the correction of errors made by the Candidate, in which case such corrections shall be signed by the person or persons signing the proposal.

D. SUBMISSION OF INITIAL PROPOSALS

15. Submission, Sealing and Signing of Initial Proposals

- 15.1 For the submission of initial proposals, the Candidate will follow the procedures below:
- (a) prepare the proposal in written format;
 - (b) prepare an electronic copy of the proposal in CD/USB read-only format;
 - (c) insert both the written proposal and the electronic copy in CD/USB format into the same sealed envelope, clearly marked "Proposal," and submit this sealed envelope.
- 15.2 The sealed envelope must:
- (a) to keep the name and address of the Candidate;
 - (b) to address the Corporation, at the address given **in the RFIP Notice**; and
 - (c) bear the name of the project, as specified **in the RFIP Notice** and the statement "Do Not Open Before [*time and date*]", to be completed with the time and date specified **in the RFIP Notice**.
- 15.3 If the envelope is not sealed and labeled as required in these instructions, the Corporation will not assume any responsibility for non-submission or untimely opening of the proposal.

16. Deadline for submission of proposals

- 16.1 Proposals must be received by the Corporation at the specified address and no later than the time and date specified **in the RFIP Notice**.
- 16.2 The Corporation may, at its discretion, extend the deadline for submission of the proposal by issuing an Addendum.

17. Delayed proposals

- 17.1 The Corporation will not consider any proposal submitted after the deadline for submission of proposals. Any proposal received by the

Corporation after the proposal submission deadline will be declared late, rejected and returned unopened to the Candidate.

E. OPENING OF INITIAL PROPOSALS

- 18. Public opening of proposals**
- 18.1 Proposals will be publicly opened by the Corporation in the presence of Candidates, or their designated representatives, and anyone else who chooses to attend. The opening date is determined in **the RFIP Notice**. The Corporation shall read the names of each Candidate, the presence or absence of Proposal Security, if required, and such other details as the Corporation may deem appropriate.
- 18.2 The Corporation will prepare the minutes of the opening of the proposals which will include, at a minimum, the name of the Candidates whose proposal has been opened.
- 18.3 Candidates whose proposals have been opened, or their representatives present, will be required to sign the minutes of the opening of proposals. The absence of the Candidate's signature on the minutes will not invalidate the content and effect of the minutes. A copy of the minutes will be distributed to all Candidates.

F. NEGOTIATIONS – GENERAL PROVISIONS

- 19. Confidentiality**
- 19.1 Information regarding the negotiations, evaluation of proposals and recommendation on signing of the contract will not be disclosed to Candidates or other persons not directly interested in the competition process, until the Notification of Intention to Award is given to all Candidates.
- 20. Refreshment of Candidate Qualification**
- 20.1 The Corporation will determine based on updated documents submitted in accordance with these guidelines and **Section II - Evaluation Criteria**, that the Candidate continues to be qualified to satisfactorily fulfill the contract.
- 20.2 Only proposals from Candidates who continue to be qualified to satisfactorily fulfill the requirements are substantially responsive to RFIP.

G. NEGOTIATIONS ON INITIAL PROPOSALS

- 21. Negotiations**
- 21.1 Before inviting the Candidates to negotiations, the Corporation will assess whether the initial proposals of the Candidates meet the basic criteria specified in **the Invitation for Expression of Interest and the RFIP Notice**.
- 21.2 Only Candidates whose proposals meet the basic criteria will be invited to participate in the negotiations. Negotiations on initial proposals may be conducted in several sessions.
- 21.3 The Corporation negotiates, on an individual basis, with all Candidates invited to participate, for various aspects of the proposal, such as: project requirements, financial aspects, risk transfer, obligations of the parties, financial security (guarantees), etc.
- 21.4 An agenda of negotiation topics will be circulated in advance by the Corporation prior to each negotiation session, to ensure that all Candidates are clear about the purpose of the negotiation and have sufficient time to prepare.
- 21.5 The number of negotiation sessions will depend on the number and complexity of the topics requiring negotiation and the progress made towards meeting the objectives. Negotiation will be used to focus on key technical, financial, operational or commercial issues.
- 22. The negotiation process**
- 22.1 Initial proposals will be negotiated with the aim of improving their content.
- 22.2 The review of Candidate proposals will be progressive, starting with general requirements and gradually, through negotiation, building more detailed proposals.
- 22.3 The Corporation will use the negotiation process to indicate to Candidates as early as possible any elements of their proposals that in the Corporation's assessment could be improved (except for non-negotiable basic requirements), encouraging Candidates to refine their proposals appropriately.
- 22.4 The Corporation will not use discussions during the negotiation as a means of telling the Candidates how they will be evaluated specifically in the evaluation process.

- 22.5 Each Candidate's confidential information will not be released to other Candidates by the Corporation without the Candidate's specific approval of said information.
- 22.6 Basic criteria and selection criteria are not subject to negotiation.
- 22.7 During negotiations, the Corporation will ensure equal treatment and will not provide information in a discriminatory manner, which may give some Candidates an advantage over others.
- 22.8 Negotiations can address any aspect of the proposal as long as they do not change the specified function of the project.

H. CLOSING OF NEGOTIATIONS ON INITIAL PROPOSALS

- 23. Closing of negotiations on initial proposals**
- 23.1 The Corporation concludes the negotiation phase when it determines that it will receive proposals that meet its needs or when there are no further issues to negotiate. All Candidates will be kept informed about any significant matters related to their proposals.
- 23.2 The Corporation will inform all Candidates to officially close the negotiation phase and invite final proposals, based on the Request for Final Proposals (RFPP).
- 23.3 Closing this phase does not necessarily mean that the Candidates' proposal meets the Corporation's requirements.
- 24. The right of the Corporation to accept or reject any proposal**
- 24.1 The Corporation reserves the right to accept or reject any proposal, cancel the selection process and reject all proposals at any time, without incurring any liability to Candidates.

I. REQUEST FOR FINAL PROPOSALS

- 25. Request for Final Proposals**
- 25.1 After closing the negotiations on the initial proposals, the Corporation invites the Candidates to submit the final proposals. Final proposals are not negotiated.
- 25.2 Based on the negotiations with the Candidates, the Corporation may change the project requirements in the RFIP (except the basic

and selection criteria which cannot be changed). All changes are included in the KPPP sent to Candidates. Subject to changes, the Corporation will allow sufficient time for Candidates to modify, finalize, approve and submit their final proposals.

25.3 Corporation invites Candidates by sending KPPP to eligible Candidates.

25.4 The procedure and rules for the submission and content of final proposals are detailed in the KPPP.

J. EVALUATION OF FINAL PROPOSALS

- 26. Responsiveness of the proposals**
- 26.1 The Corporation will determine whether proposals submitted by Candidates are complete and duly signed.
- 26.2 The Corporation will determine the responsiveness of the proposals based on their content. A responsive proposal is a proposal that meets the requirements of the KPPP without material deviations, reservations, or omissions. Material deviation, reserve or deficiency are as follows:
- a. "Deviation" is a deviation from the requirements specified in the KPPP;
 - b. "Reserve" is the imposition of restrictive conditions, or the complete rejection of the requirements specified in the KPPP; and
 - c. "Absence" is the failure to send part, or all of the information and documentation required to KPPP.
- 26.3 After receiving the final proposals, Candidates may only be asked for clarifications on the final proposals as long as the general principles of equal treatment, non-discrimination and transparency are respected.
- 27. Value of proposals**
- 27.1 Only responsive proposals will be evaluated by the Corporation according to the criteria set forth in **Section II**, Selection Criteria. The Corporation will rank the proposals based on the estimated score of the proposal.
- 28. The most advantageous proposal**
- 28.1 The most advantageous evaluated proposal is the Candidate's proposal that meets the qualification criteria and has been evaluated:
- (a) that it is responsive and meets the requirements of KPPP;
 - (b) meets the basic evaluation criteria; and

- (c) is the best evaluated proposal, i.e. the proposal that has presented the highest value ranked in the evaluation.
- 29. Notification of Intention to Award** 29.1 The Corporation will send each Candidate the Notification of Intention to Award to the successful Candidate. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Candidate who submitted the successful proposal;
 - (b) the names of all Candidates who have submitted proposals;
 - (c) a statement of the reason(s) that the proposal (of the unsuccessful Candidate to whom the notice is addressed) was unsuccessful;
 - (d) end date of the appeal period; and
 - (e) instructions on how to request information or file a complaint during the standstill period.
- 30. Standstill period** 30.1 The standstill period begins on the day after the date on which the Corporation sends each Candidate the Notification of Intention to Award. The standstill period will be **five (5) days**, unless extended in accordance with these instructions. When only one proposal is submitted, the standstill period will not apply.

M. MANAGEMENT/ADMINISTRATION CONTRACT

- 31. Terms of signing the Contract** 31.1 Once the best proposal has been identified, the Corporation may negotiate with the successful Candidate on any aspect of the contract as long as they do not materially change or modify essential aspects of the proposal.
- 31.2 The Corporation will enter into a contract with the qualified Candidate, whose proposal is determined to be the most advantageous evaluated proposal.
- 32. Notification of Award** 32.1 Prior to the proposal expiration date and after the standstill period has ended, and after satisfactorily addressing any complaint submitted within the standstill period, the Corporation will notify the successful Candidate in writing that their proposal has been accepted, by sending the "Letter of acceptance".
- 32.2 Within ten (10) days of sending the Letter of Acceptance, the Corporation will publish the Notification of Award, which will contain, at a minimum, the following information:

- (a) the name and address of the Corporation;
- (b) the title of the contract and the method of selection used;
- (c) the names of all Candidates who have submitted proposals;
- (d) the name of the Candidates whose proposals were rejected;
- (e) the name of the successful Candidate and a summary of the scope of the contract.

32.3 The Notification of Award will be published on the website of the Corporation.

32.4 Until a formal contract is prepared and executed, the Letter of Acceptance will constitute a binding contract for the parties.

33. Contract Guarantee

33.1 Within ten (10) days of receiving the Letter of Acceptance from the Corporation, the successful Candidate will provide the Contract Guarantee, using the Contract Guarantee Form included in Section VI - "Contract Forms".

33.2 The Contract Guarantee is in the amount of 10% of the value of the proposed investment, in Euros/Albanian Lek, for the period of realization of the investment.

33.3 The Contract Guarantee shall be a guarantee in the form of an unconditional guarantee issued by a bank or a non-banking financial institution (such as an insurance company).

33.4 If an unconditional guarantee is issued by a non-banking financial institution located outside Albania, the issuing non-banking financial institution must have a correspondent financial institution in Albania to make it enforceable, unless the Corporation has agreed in writing, prior to submission of the proposal, that a correspondent financial institution is not required. The Contract Guarantee can be issued in the form of a bank guarantee or by an insurance company.

33.5 Failure by the successful Candidate to submit the Contract Guarantee will constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In this case, the Corporation may sign the contract with the Candidate with the next most advantageous proposal.

34. Signing and effectiveness of Contract

34.1 Within ten (10) days from the date of receipt of the Letter of Acceptance from the Corporation, the successful Candidate must submit the Contract Guarantee.

34.2 Upon receipt of the Contract Guarantee, the Corporation and the successful Candidate will sign the management/administration contract, based on his proposal and negotiations according to point 31.1 of these instructions.

34.3 The contract will become effective only after the Corporation has received all approvals for the effectiveness of the project, which include: approval in the Supervisory Council of the Corporation of the project and the approval by the Council of Ministers, as provided in Article 23/1, section 3, of the Council of Ministers' Decree No. 337, dated 31.5.2023, "On the determination of procedures and criteria for the selection of developers of technological and scientific parks", as amended.

**35. Complaints
about the
competition**

35.1 If a Candidate wishes to make a complaint regarding to the competition, the Candidate shall submit his complaint by email to:

Attention: Valentina Kazanxhi

Email address: valentina.kazanxhi@aicorporation.al

35.2 At this stage, a competition-related complaint can only be made for opposing the decision for awarding the contract and must meet the following conditions:

- a. the appellant must be an 'interested party' who has submitted a proposal to this competition, and is the recipient of a Notification of Intention to Award;
- b. the complaint can only challenge the decision on awarding the contract;
- c. the complaint must be submitted within five (5) days from the date of receipt of the Notification of Intention to Award;
- d. the complaint must contain all the information required by the Regulation of the Competition Procedure for cases of filing complaints.

35.3 The Corporation will review complaints based on the complaint procedure set forth in the Regulation of the Competition Procedure, published on its website.

SECTION II. SELECTION CRITERIA

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A. Update of first stage qualification information

Candidates invited to submit initial proposals must provide supporting documents for all the criteria they have self-declared to meet in the qualification phase.

Candidates who are 'conditionally qualified' must submit, before or simultaneously with their proposal, the required documentation to the Corporation that verifies the fulfillment of the qualification condition, in a separate envelope from the proposal envelope. Before the negotiation phase begins, the Corporation will review all envelopes submitted by the 'conditionally qualified' Candidates to assess whether the conditions have been met and to determine the final qualification status of the Candidates. At the conclusion of the evaluation process, the Corporation will prepare the final list of qualified Candidates and notify all Candidates accordingly.

In cases where the Candidates have been qualified before a period of **three (3) months** from the date of opening of the proposals, the Corporation will ask the Candidates and any of their subcontractors to certify that they continue to meet the criteria used at the time of the qualification phase.

B. Negotiations on the Initial Proposals

1. Basic criteria

Each qualified Candidate will be invited to negotiate on the initial proposals, if his proposal will meet the following basic criteria:

- a. commitment to include no less than one (1) higher education institution, either domestic or foreign, accredited according to the relevant legislation of the country of origin;
- b. commitment to include no less than five (5) park users who meet the criteria stated in the 'Qualification Document', of which at least one (1) user must be listed on a stock exchange of an OECD country, (identification of each user is specified in the user commitment letter);
- c. commitment to provide guarantees for the necessary financial capital to fulfill the commitments taken in this competition, which will be required in case the candidate is invited to submit the final proposal.

2. Documentation justifying the basic criteria

For the evaluation of the basic criteria, the Corporation will require the following documentation:

No.	Basic Criteria	Requested Documentation
1.	Commitment to engage no less than one (1) accredited higher education institution, either domestic or foreign, according to the relevant legislation of the country of origin.	<p>A preliminary agreement with a higher education institution specifying its commitment to participate in the park's activities, including a concept-idea for the institution's role in this context.</p> <p>The document of registration and accreditation of the higher education institution in the country of origin.</p>
2.	Commitment to include no less than five (5) park users who meet the criteria cited in the "Qualification Document", of which no less than one (1) user must be listed on a stock exchange of an OECD country, (identification of each user is specified in the user's commitment letter).	<p>Attached are the preliminary agreements or letters of commitment from each proposed user, specifying their commitment to apply to the Corporation as park users, complete identifying information for the user, and any additional commitments addressed in the Candidate's proposal and/or business plan.</p> <p>Declaration in the Proposal Letter that all proposed users meet the selection criteria for users according to the provisions in Section IV - Description and Requirements of the Project.</p>
3.	Commitment to provide guarantees for the necessary financial capital to fulfill the commitments made in this competition, which will be required if the candidate is invited to submit the final proposal.	Declaration in the Proposal Letter that guarantees will be provided for the necessary financial capital to fulfill the commitments undertaken in this competition.

3. Negotiation procedure

The procedure for negotiating the initial proposals will be conducted according to the provisions outlined in Section I - Instructions for Candidates.

C. Evaluation of the Final Proposal

1. Selection Criterion

The following selection criterion will be used to evaluate the final proposals:

- a. the highest present value of the net earnings attributable to the Corporation for the entire period 2025 - 2044 (20 years).

2. Documentation justifying the selection criterion

For the evaluation of the selection criterion, the Corporation will require the following documentation:

No.	Selection Criteria	Requested Documentation
1.	The highest present net profit value attributable to the Corporation for the entire period 2025 - 2044 (20 years).	The Proposal Letter completed for the selection criterion. A detailed development plan for a minimum period of 20 years, which includes forms 2 - 12 in Section III - Instructions for the preparation of the initial proposal.

3. Evaluation methodology

- I. For the evaluation of the selection criterion, the Candidate will calculate:

$$\text{Value AIC} = \text{Value 1} / (1+R)^1 + \text{Value 2} / (1+R)^2 + \text{Value n} / (1+R)^n$$

Where:

Value AIC = Present net profit value attributable to the Corporation

Value 1 = Net profit for year 1 according to the financial forecast multiplied by the Corporation's participation in percentage in the SPV.

Value 2 = Net profit for year 2 according to the financial forecast multiplied by the Corporation's participation in percentage in the SPV.

Value n = Net profit for every other year according to the financial forecast multiplied by the Corporation's participation in percentage in the SPV.

R = 10%

- II. The Corporation estimates that the minimum value of its contribution, which should be converted into shares as the Corporation's participation in the SPV, must be over 25%.

The Corporation reserves the right to reject any proposal that allocates it a value smaller than the calculated minimum value of its contribution to the SPV.

- III. The best-evaluated proposal is the one that has presented the highest ranked value in the evaluation, where the Corporation's participation is above the minimum value of its contribution.

SECTION III – INSTRUCTIONS FOR THE PREPARATION OF THE INITIAL PROPOSAL

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Qualification Forms

Form 1 - Candidate Information Sheet

Date: _____

Project Name: _____

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1. Legal Name of the Candidate:
1.1. In the case of JV, the legal name of each party:
2. Place and date of registration of the Candidate:
3. Legal Address of the Candidate at the Place of Registration:
<p>4. Candidate's Authorized Representative</p> <p>Name:</p> <p>Address:</p> <p>Phone numbers:</p> <p>Email address:</p>
<p>5. Attached are the copies of the original documents or notarized photocopy of:</p> <ul style="list-style-type: none"> ✓ Act of incorporation (or equivalent incorporation documents), and/or documents of registration of the legal entity ✓ Documents submitted during the qualification phase, if 3 months have passed since the announcement of the qualification results

Form 1.1 - JV Partners Information Sheet

Date: _____

Project Name: _____

Page _____ of _____ Pages

1. Candidate 's Legal Name:
2. Legal name of the Partner in JV:
3. Place and date of registration of the Partner in the JV:
4. Legal Address of the JV Partner at the Place of Registration:
5. Information of the Partner's Authorized Representative in JV Name: Address: Phone numbers: Email address:
6. Attached are copies of original documents or notarized photocopies of: <ul style="list-style-type: none"> ✓ Deed of incorporation (or equivalent incorporation documents), and/or registration documents of the legal entity ✓ Letter of intent to create JV contract or JV contract. ✓ Documents submitted during the qualification phase, if 3 months have passed since the announcement of the qualification results

Letter of Proposal

Date of submission of this proposal: _____.____.2024

Project Name: Development of the technology and science park "Durana Tech Park"

Contract title: Management/administration of 'Durana Tech Park' and intermediation in the selection of its users

To: Albanian Investment Corporation, with address at "Ibrahim Rrugova" Street, Sky Tower, K. 7, Tirana, Albania

Dear Sir or Madam,

We, the undersigned Candidate, present here our proposal.

After reviewing the 'Initial Request for Proposals' (RIFP) document, including any Addendum thereof, we, the undersigned, offer to implement the project "Development of the technology and science park "Durana Tech Park"", in full accordance with the RFIP document, and any Addendum thereof.

We undertake, if our proposal is accepted, to commence the project and to complete it within the relevant deadlines set out in our proposal.

We certify that we:

- a. we fulfill the participation requirements and have no conflict of interest in accordance with clause 2 of the Section I - Instructions for Candidates;
- b. our proposed users meet the selection requirements set forth in Section IV - Project Description and Requirements.

After reviewing the RFIP document and any Addendum thereof, we, the undersigned, offer to participate in the realization of the project "Development of the technology and science park "Durana Tech Park"", through entering into an contract for creating a partnership for the "Management/administration of 'Durana Tech Park' and intermediation in the selection of its users", in full accordance with the RFIP document, and any addendum, for the following contract's terms:

- a. present value of the net profit attributable to the Corporation for the 20-year period (2025 - 2044) _____ (_____) Albanian Lekë/Euro*; [*value in numbers and words*].

If our proposal is accepted, we undertake to provide a Contract Guarantee in the form, amounts and within the terms specified in the RFIP document.

We agree to adhere to this proposal, which, in accordance with the provisions in the Section I - Instructions for Candidates, consists of this letter and the attached parts, until the date of *[insert the day, month and year in accordance with clause 13.1]*, and shall remain binding on us and may be accepted by you at any time on or before that date.

Until the formal and final contract between us is prepared and executed, this proposal, together with your written acceptance contained in your Letter of Acceptance, will constitute a binding contract between us.

Name of the Candidate: ** *[insert full name]*

Name of the person duly authorized to sign the proposal on behalf of the Candidate:
*** *[insert full name of person duly authorized to sign proposal]*

Title of the person signing the proposal: *[insert full title of the person signing the proposal n]*

Signature of the person named above: *[insert signature of the person whose name and capacity are shown above]*

Date of signature *[insert date of signature]* **the day of** *[insert month]*, *[insert year]*

*: The value in Albanian Lek/Euro will be converted at the exchange rate of the Bank of Albania on the date when RFIP document is sent to Candidates.

** : In the case of a proposal submitted by a JV, specify the name of the JV that is presented as a Candidate.

***: The person signing the proposal must have the power of attorney given by the Candidate. The power of attorney will be attached to the Letter of the Proposal.

Detailed Development/Park Management Plan

Form 2 – Conceptual Technical Project

1. The technical conceptual project includes the analysis of the current situation, a list of proposed interventions, and the architectural project idea for the development of the park. The conceptual project should be detailed enough to understand and evaluate the proposal and its feasibility. In this context, the conceptual project should include, but not limited to:
 - a. studying the current situation and analysing the location;
 - b. drafting of the spatial and functional program;
 - c. preparation of plans, sections, and facades, detailing the project objectives and the achievement of the program's goals;
 - d. development of a conceptual plan including other possible alternatives that meet the conditions and requirements of the project;
 - e. drawings and diagrams on urban design: clarification and explanation of the role of the object in the urban area plan, in relation to the integration and interaction of functional, spatial, and technical aspects;
 - f. drawings and diagrams for landscape design: collection, evaluation, and explanation of data related to the ecological structure and in relation to elements (such as soil, water, climate, air, flora, and fauna), plus presentation of space utilization and determination of the strategy related to landscape, improvement of the inhabited area and connections, with existing and new vegetation, dividing green areas, traffic, water, and outdoor areas;
 - g. preparation of special technical presentations, as needed such as perspectives, renders, and visualizations;
 - h. other explanatory concepts and diagrams, as needed (mobility/circulation, parking, access, etc.);
 - i. drafting a timeline and organizing the works for the implementation of the project;
 - j. cost estimation;
 - k. drafting an analysis of the object, its operation, expenses, and benefits;
 - l. other necessary technical specifications.
2. The technical conceptual project should also be accompanied by a report (in A4 or A3 format), which may include but is not limited to:
 - a. description of the proposal, how it achieves the objectives specified in the relevant legislation for this type of construction;

- b. description and analysis of the urban, environmental context, etc.;
- c. the approach and methodology of the design;
- d. inspirations, precedents, references that may be valuable for achieving the goals and objectives of the park;
- e. specification of the specialties required for the implementation of the project, if there are any particulars;
- f. identification of the needs of the stakeholders;
- g. specifications of spaces and capacities (diagrams, written descriptions);
- h. functional elements and specifications (diagrams, written descriptions);
- i. necessary clarifications regarding the estimated costs of implementing the project/realization of the structures.

Form 3 – Evaluation of project social, economic, and strategic impact

The assessment includes a comprehensive analysis of how the project will affect various aspects of society, the economy, and development strategy. More specifically, this assessment may include:

1. Social Impact Assessment

- a. Demographics and population: Analysis of the project's impact on the structure and distribution of the local population.
- b. Employment and career opportunities: Evaluation of the creation of new jobs and opportunities for training and professional development.
- c. Quality of life: Impact on social, health, and educational services.
- d. Culture and community: Assessment of the impact on local culture, cultural heritage, and community relations.

2. Economic Impact Assessment

- a. Economic growth: Analysis of the project's impact on local and regional economic growth.
- b. Investments and local businesses: Evaluation of the impact on new investments and support for existing businesses.
- c. Income and well-being: Impact on household incomes and the economic well-being of the community.
- d. Infrastructure and logistics: Impact on infrastructure development and logistics improvements.

3. Strategic Impact Assessment

- a. Sustainable development: Analysis of the project's contribution to environmental, economic, and social sustainability.

- b. National policies and strategies: Alignment of the project with national and regional development policies and strategies.
- c. Competitiveness and innovation: Impact on enhancing competitiveness and stimulating innovation in various sectors.
- d. Risk and change management: Assessment of potential risks and strategies for managing changes that the project may bring.

Form 4 – Environmental impact

The environmental impact assessment may include the following issues:

Positive Impacts:

1. **Green Technologies:** Use of solar energy, wind energy, and recycling technologies.
2. **Pollution Reduction:** Cleaner production processes and waste management.
3. **Green Spaces:** Improvement of air quality and habitats for plants and animals.
4. **Education and Awareness:** Education on sustainable practices and environmental protection.

Negative Impacts:

1. **Construction:** Deforestation, loss of natural habitat, and land degradation.
2. **Energy Consumption:** Increase in greenhouse gas emissions.
3. **Waste Management:** Hazardous and difficult-to-manage waste.
4. **Social Impact:** Population displacement and changes in the local economy.

Minimizing negative impacts requires careful planning and the use of sustainable technologies.

Form 5 – Investment’s schedule, phases, and deadlines for the Durana Tech Park's development business

Provide an organized and detailed summary of the steps to successfully implement the business plan, including a clear action plan, division into different phases of the business plan, and determination of timelines for each phase, for effective project management. This ensures the successful implementation of the business plan by ensuring that all actions are coordinated and meet the set goals within the specified timeframe.

Key elements may include the following:

1. **The Investment Project Schedule that ensures the implementation of the business plan:** a visual plan outlining the phases, sequence and duration of investment project activities to track progress and ensure that the project is proceeding according to plan.
2. **Project Phases:**
 - a. Planning and initiation: defining activities and securing the necessary resources for their implementation.
 - b. Design: developing the architectural project or any other typology of the detailed technical implementation project.
 - c. Procurement and contracting: selecting subcontractors and signing contracts.
 - d. Implementation: executing construction works or activities for the realization of the investment project.
 - e. Commissioning and delivery: final testing and handover of the physical or technical works.
 - f. Operation and maintenance.
3. **Execution Timelines:** specify timeframes for each project phase to aid in resource and cost management.

Form 6 – Business Plan

Each Candidate may submit the business plan in a format of their choice, which must include, but is not limited to, at least the following information:

1. Executive summary
2. Company description
3. Market analysis
4. Organization and management (in accordance with form no. 11)
5. Types of products and/or services
6. Marketing strategy
7. Funding request (in accordance with form no. 8)
8. A description of each partner/subcontractor's contribution to the implementation of the business plan
9. Financial projections/forecasts, including: income statements, cash flow statements, financial statements, and break-even analysis.

The projections according to point 9 above will also include the following table:

Table no. 1 – Financial forecast for the 20-year period (2025 - 2044)

Description	Financial forecast for next 20 years			
	(amount in Albanian Lek, at exchange rate of Bank of Albania on RFIP issue date)			
	Year 2025	Year 2026	Year 2044
Statement of Incomes				
Revenues *				
Expenditures *				
EBITDA				
Depreciation *				
Interest *				

Profit before tax				
Income tax				
Profit after tax				
Statement of cash flows				
EBITDA				
Income tax paid				
Changes in working capital *				
Borrowings received				
Borrowings paid				
Interest paid				
CapEx				
Free cash flow				
Notes:				
* For each of the items above, the applicant shall disclose assumptions and explanatory notes for calculations of disclosed amounts				
The applicant is free, based on its professional judgement, to disclose additional explanatory notes in addition to those above, for other items of financial information				

Form 7 – Investment Value

The investment value refers to the proposed value to be invested in the construction/operation of the park according to the business plan proposed by the Candidate.

The Corporation aims to achieve a minimum investment value from the Candidate of approximately 10 million Euros (equivalent in Albanian Lek at the exchange rate of the Bank of Albania on the date the RFIP document is sent to the Candidates).

In this form, the Candidate will list all the main items of the proposed investment and the respective costs.

Form 8 – Source and method of financing

Specify the proposed sources of project financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial instruments, net of current commitments, available to meet the total cash flow requirements of the project financing as proposed in the business plan proposed by the Candidate.

Source of financing	Amount in Euro (or amount in Albanian Lek, at exchange rate of Bank of Albania on RFIP issue date)
1.	
2.	
3.	
4.	

In the case of other methods of project financing, apart from those mentioned above, such as applying for a business loan, third-party financing, etc., the Candidate, in addition to declaring these sources, will provide a detailed explanation of the financing method, which includes:

- a. the possibility of obtaining the loan/financing based on negotiations with banks/financiers;
- b. the need for collateral and the provision of collateral by the Candidate with properties that do not constitute state property related to the park (state property cannot serve as collateral);
- c. alternative financing options for the project, in case the planned financing from banks or financiers is not approved;
- d. the time required to obtain the proposed financing.

In any case, the Candidate is required to provide a detailed analysis to enable the Corporation to clearly assess the feasibility of the proposed project financing.

Form 9 – List of potential users

In the table below are listed the proposed potential users of Durana Tech Park.

No.	Name of the user	Headquarters Address	Last year turnover	Last year number of employers	Listed*
1.					
2.					
3.					
4.					
5.					

*listed in a stock exchange in an OECD country.

Attached are the preliminary agreements or letters of commitment from each proposed user, specifying their commitment to apply to the Corporation as park users for at least the commitments listed in Part II, Section IV, Terms of Reference, sub-section 2, of this document, along with complete identifying information for the user and any additional commitments addressed in the Candidate's proposal and/or business plan.

Form 10 – The specific role of an university

Describe a concept-idea for the role of the higher education institution in the park's activities.

Attached are:

- a. a preliminary agreement with the higher education institution specifying its commitment to participate in the park's activities;
- b. the document of registration and accreditation of the higher education institution in the country of origin.

Form 11 – Organizational leadership structure

Describe the organizational structure of the SPV, in accordance with the proposed business plan. The structure should include a diagram that describes the hierarchy and relationships within an organization. This diagram should include the following key elements:

- a. management, supervisory and hierarchy levels;
- b. departments or sectors (the main divisions within the organization) and the specific functions of each division.

Form 12 – Guarantees for the necessary financial capital to carry out the investment in the park

If funds from a banking institution, such as a loan or the Candidate's own funds, are used for project financing as declared in Form 8 – Source and Method of Financing, the Candidate will submit supporting documents from the banking institution according to the specifications in the Request for Final Proposals.

Proposal Security

Beneficiary: _____

Request for initial proposal no.: _____

Date: _____

Proposal Security no.: _____

Guarantor: _____

We have been informed that _____ (hereinafter referred to as the "Candidate") has submitted or will submit to the Beneficiary its proposal (hereinafter the "proposal") for the implementation of _____ according to the Request for Initial Proposal no. _____ ("RFIP").

Additionally, we understand that, under the Beneficiary's terms, the proposal must be supported by a proposal guarantee.

At the request of the Candidate, we, as the Guarantor, undertake to pay the Beneficiary irrevocably any amount or amounts not exceeding the total amount of _____ (_____) within 15 (fifteen) days after receipt from us of a written request of the Beneficiary, supported by the statement of the Beneficiary, either in the request itself or in a separate signed document that accompanies or identifies the request, stating that the Candidate:

- (a) has withdrawn its proposal prior to the proposal expiration date set forth in the Candidate's Letter of Proposal, or any extension thereof provided by the Candidate; or
- (b) having been notified of the acceptance of its proposal by the Beneficiary before the date of expiry of the validity of the proposal or any extension thereof provided by the Candidate, (i) has failed to enter into contract, or (ii) has failed to give the Contract Guarantee, in accordance with the Instructions for Candidates ("UFC") of the Beneficiary's RFIP document.

This proposal guarantee will expire: (a) if the Candidate is the successful, after receipt from the Candidate of copies of the contract signed by the Candidate and the Contract Guarantee issued to the Beneficiary in connection with this contract; or (b) if the Candidate is not the successful Candidate, after (i) we have received a copy of the notification to the Candidate of the results of the competition process; or (ii) twenty-eight days after the proposal's expiration date.

Accordingly, any claim for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) Revision 2010, Publication No. 758 of the ICC.

[signatures]

PART 2 – PROJECT DESCRIPTIONS AND REQUIREMENTS

SECTION IV. PROJECT DESCRIPTION AND REQUIREMENTS

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PROJECT SCOPE AND LEGAL FRAMEWORK

1. Project Purpose

In recent years, Albania has made significant strides in investing and consolidating key partnerships in established markets and a range of new and emerging industries, including information technology, artificial intelligence, and industrial manufacturing. These industries are represented by international and multinational organizations and corporations, which often aim to expand their activities into new and developing territories, bringing considerable employment opportunities and enhancing local capacities through knowledge transfer.

Albania is at a crucial economic and social turning point due to a series of transformative challenges led by the fourth industrial revolution. This term defines the use and development of digital technologies, the automation of production processes, artificial intelligence, the internet of things, robotics, and significant advancements in the field of computing and telecommunications. To meet the challenges of the coming decades, the Albanian government has adopted three high-importance national strategies:

- Business Development and Investment Strategy 2021-2027;¹
- National Strategy for European Development and Integration 2022–2030;²
- National Strategy for Scientific Research, Technology, and Innovation 2023-2030,³

which aim to achieve ambitious goals in the sector of the digital economy, technological innovation, contemporary entrepreneurship methods, and business management.

The vision outlined by the government is for a competitive Albanian economy, driven by innovation and based on knowledge, which creates new and higher-quality jobs, leveraging the opportunities offered by digital transformation and the transformation of international value chains, with a focus on sustainable development, European integration, and regional integration.

The focus has been placed on creating scientific excellence, attracting qualified individuals within the Albanian enterprise and scientific research system, and strengthening the links between scientific research organizations and the private sector to foster innovation as a basis for economic growth and job creation.

The challenges identified within the strategic and regulatory framework, because of a fragmented ecosystem, include difficulties in securing funding for innovative projects, limitations in the efficiency of technology transfer, and the need for more comprehensive infrastructure, such as science and technology parks. These obstacles have hindered the country's potential to achieve sustainable innovation and expanded development.

¹ <https://qbz.gov.al/share/BmpDqyOGT9Kkl4doU-vrYQ>

² <https://qbz.gov.al/share/CziCAqPkQiEëqQq4TCnGR-g>

³ <https://qbz.gov.al/share/CziCAqPkQiEëqQq4TCnGR-g>

To address these issues and to encourage the private sector to take bold steps towards contemporary economic configurations, the Parliament of Albania, upon government proposal and based on the aforementioned strategies, has passed two key laws:

- **Law No. 25/2022, March 10, 2022, "On the Support and Development of Startups,"** aimed at building a favorable regulatory and institutional framework for the creation and development of startups as well as supporting their ecosystem, to foster the research, realization, and utilization of innovative ideas, as well as new models, products, and processes.
- **Law No. 58/2022, August 12, 2022, "On the Creation, Organization, and Functioning of Technology and Science Parks" (LPARK),** with the goal of creating and operating technology and science parks to promote the development of high-tech industries and innovation, research-development for new products and services, and the improvement of existing ones, as well as creating qualified job opportunities for professionals in the fields of science and technology.

“Durana Tech Park” is designed to attract and encourage major companies operating in the technology sector to develop and expand their operations in Albania, offering them a unique platform for innovation and the development of new products. This initiative aims not only to stimulate innovation in the country but also to create opportunities for companies to export their technologies and products abroad, thus contributing to the integration and economic growth of Albania in global markets. The aim is to attract the interest of serious companies that have a significant business volume in the international market, preferably companies listed on the stock exchanges of OECD countries, which, together with universities, could create a technology ecosystem.

With a special focus on sustainable development, European and regional integration, “Durana Tech Park” is expected to play a decisive role in fostering creativity, collaboration, and technological advancement. This technology park will serve as a catalyst for attracting foreign investments and will establish Albania as a hub for technology and entrepreneurship in the region and beyond. Albania's commitment to fostering a dynamic ecosystem of innovation, collaboration, and economic growth is clearer than ever with the realization of this ambitious project.

2. Legal Framework

Under Law No. 58/2022 "On the Creation, Organization, and Functioning of Technology and Science Parks," the Council of Ministers has approved the following decisions:

1. Decision No. 337, dated May 31, 2023, "On the Determination of Procedures and Criteria for the Selection of the Developer of Technology and Science Parks", as amended ("CM Decision – Developer").
2. Decision No. 418, dated July 7, 2023, "On Approving the Procedures for the Selection of Users in Technology and Science Parks" (CM Decision – User).

3. Decision No. 417, dated July 7, 2023, "On the Use of State Immovable Property in Technology and Science Parks and the Approval of the Lease Contract Model" ("CM Decision – Immovable Properties").
4. Decision No. 416, dated July 7, 2023, "On Approving the Criteria, Rules, and Procedures for Benefiting from Fiscal Incentives by Developers and Users Operating in Technology and Science Parks", as amended ("CM Decision – Fiscal Incentives").
5. Decision No. 835, dated December 28, 2023, "On Some Additions to Decision No. 337, dated May 31, 2023, of the Council of Ministers, 'On the Determination of Procedures and Criteria for the Selection of the Developer of Technology and Science Parks'."
6. Decision No. 185, dated March 27, 2024, "On the Transfer of Administrative Responsibility from the Albanian Radio Television to the Ministry of Economy, Culture, and Innovation of State Immovable Properties Nos. 336, 338/1, 318 in the cadastral zone No. 3852, Xhafzotaj, Municipality of Durrës, and the Approval of the Opening of the Technology and Science Park 'DURANA tech park'."

2.1. Fiscal Incentives – Developer and User

Based on Article 12(1) of Law No. 58/2022 "On the Establishment, Organization, and Operation of Technological and Scientific Parks" and its implementing sub-legal acts as well as the legislation for social insurance, the Developer and User (primary/secondary Applicant's fiscal number) in the exercise of their activities within the park benefit from the following fiscal incentives:

1. Customs relief on the entry and exit of goods that are used in the creation of innovative products within and outside the park;
2. Supply of Albanian goods used for producing the innovative product for use within the park are considered as exports with a zero VAT rate and according to customs legislation;
3. The corporate income tax rate is zero for 15 consecutive years for revenues generated from activities within the park;
4. Salaries of personnel working in research and development for the user in the park and all staff of the developer are exempt from all taxes for a 10-year period;
5. Goods, equipment, and services used in the park that serve the production of the "innovative product" are exempt from VAT;
6. Exemption from infrastructure impact taxes;
7. Exemption from real estate taxes for a 10-year period for constructions carried out in the park;
8. Partial reimbursement by the state of the costs of training scientific and technical employees, according to criteria set by the Council of Ministers.
9. Social security contributions can be paid at the level of the minimum monthly wage nationally, with the prior approval of the employee, regardless of the gross wage declared for individuals employed in the field of information technology.

The analysis of similar technology parks indicates that the fiscal incentives applicable at Durana Tech Park are among the most attractive for businesses operating in these parks as users.

2.2. Permitted activities in the Park

Based on article 3, DCM no. 185, dated 27.03.2024, the types of activities to be carried out in the park include:

- a. Software design. This includes, but is not limited to, systems software requirements analysis, architecture design, and detailed design of these systems;
- b. Development and maintenance of software systems. This includes, but is not limited to, software systems programming, coding, installation, integration of all components, documentation, identification and correction of errors, modifications (after the software is operational), maintenance of all components, system support as a group of components that, in their operation, fulfill the purpose of the information technology solution;
- c. Software testing. This includes, but is not limited to, testing of functionality, workload, performance, code issues, availability, and security of the software system;
- d. Design and development of communication systems. This includes, but is not limited to, analysis, planning, design, implementation, commissioning, and maintenance of network communication systems of information technology devices (LAN/WAN/WLAN/MAN/SAN/CAN);
- e. Design and development of security systems. This includes, but is not limited to, client security requirements analysis, architecture design, component installation and configuration, implementation, testing, and maintenance of security systems and products;
- f. Development of migration systems. This includes, but is not limited to, the transfer of data and the corresponding infrastructure from an old technology to a new one and the improvement of information technology systems;
- g. Analysis of systems with large quantities of data. Analysis of data processing systems and analysis of large quantities of data, known as Big Data. Based on these data, models can be built, which can then be utilized for various business activities using artificial intelligence;
- h. Consultancy for innovation. Consultancy for the use of information technology for the purpose of innovation (re-engineering) of business processes with the development of technical requirements for information systems and software;
- i. Consultancy for information security. Consultancy for technical and cryptographic protection of information, including the use of digital electronic signature;

-
- j. Consultancy in audits, operations, management, user support, training, and consultancy for information technology audits for software systems;
 - k. Research in the field of communication. Research and development in the field of natural and technical sciences involving information and communication technologies;
 - l. Research in the field of developing innovative programs. Research and development mean creative and systematic activities undertaken to increase the group of knowledge and to create new applications of available knowledge. The term research and development includes three types of research:
 - i. basic research;
 - ii. applied research;
 - iii. experimental development.
 - m. Research and development in the field of robotics. Design (engineering), research, testing of activities involving robotic technologies, devices, and systems using computerized control systems;
 - n. Activities in the field of Cloud Computing. Research in Cloud Computing and the risk assessment of migrating on-premises services to Cloud services;
 - o. Other activities in the field of information technology, defined by the responsible institution, according to the authorization of this decision.

2.3. Park Users

The developer selects the park users according to the procedures approved by subsidiary legal acts issued in implementation of Law No. 58/2022, "On the Creation, Organization, and Functioning of Technology and Science Parks," and based on the Corporation's regulations for the competitive selection procedure for partnerships and enters contractual relations with them.

Based on DCM no. 418, dated 07.07.2024, "For the approval of procedures for the selection of users in technology and science parks", the candidate for the status of park user, either by themselves or through the manager/administrator partner, must attach the following documentation to their application for approval as a user to conduct activities within the park:

- a. a commercial register extract for the entity's data, and an extract for the entity's history;
- b. a self-declaration that the entity has paid its tax obligations and social security;
- c. a self-declaration that it is not under criminal prosecution, and has no legal proceedings related to its activities;
- d. a self-declaration that it is not in bankruptcy proceedings and its assets are not in the process of execution by bailiffs;

-
- e. a feasibility study for the activity it will undertake in the park.

When the user candidate is a physical, legal, foreign person, they must present an official document that proves that they are registered in the respective commercial registers or a similar document, issued by the relevant institutions in the country of origin.

Documents obtained outside the territory of the Republic of Albania by foreign legal entities must be notarized, in accordance with the legislation in force for the legalization of documentation of foreign nationals conducting activities in the Republic of Albania.

The candidate for the status of park user will not be granted the status of user, if it is subject to one or more of the following restrictions:

- a. 25 or more percent of the authorized capital, directly or indirectly, belongs to central or local government bodies;
- b. Is organized as a nonprofit organization according to the definition given in the current legislation for nonprofit organizations;
- c. In whose authorized capital 25 percent or more is directly or indirectly owned by legal entities registered, declared on the list of terrorist financiers;
- d. When it is declared bankrupt in accordance with the current provisions of the law on bankruptcy;
- e. When it is in the process of liquidation, except for transformation.

The users proposed by the Candidate sign the contract with the developer according to the provisions of the rules of this competition and the applicable legislation for technology parks. These contracts become effective at the same time as the management/administration and mediation contract in the selection of users of 'Durana Tech Park'.

The completion of this procedure does not prevent entities that wish to be residents/users in Durana Tech Park from applying to the AIC/management partner of Durana Tech Park at any time to sign the respective contract.

Terms of Reference

1. The Corporation in the Role of Authorized Developer

With the Decision of the Council of Ministers No. 185, dated March 27, 2024, "On the transfer from the Albanian Radio Television to the administrative responsibility of the Ministry of Economy, Culture, and Innovation, of state immovable properties No. 336, No. 338/1, No. 318, located in cadastral zone 3852, Xhafzotaj, Municipality of Durrës, and the approval of the opening of the 'Durana Tech Park' Technological and Scientific Park," the Council of Ministers decided:

- a. To transfer to the Ministry of Economy, Culture, and Innovation several state immovable properties of agricultural land with a total area of 262,200 m², located in the Community of Xhafzotaj, in the District of Durrës;
- b. On this land to build the technological and scientific park named "Durana Tech Park";
- c. Authorized as the developer of this project, the Albanian Investment Corporation (Corporation), a joint-stock trading company with 100% state capital, which has the Ministry of Economy, Culture, and Innovation as its sole shareholder.

The Corporation is organized and operates under Law No. 71/2019, dated October 17, 2019, "On the Albanian Investment Corporation."

According to Article 5(1) of the law "On the Albanian Investment Corporation," the Corporation's function is to develop and manage properties and projects in support of state development policies. This function aligns with the purpose of the law "On the Creation, Organization, and Functioning of Technology and Scientific Parks," which aims to boost the information technology sector through the development of technology parks, which are planned as state development policies.

In fulfilling its duties as a developer, in accordance with DCM 337, May 31, 2023, "On Procedures and Criteria for the Selection of Developers of Scientific and Technological Parks," as amended, the Corporation aims to enter into a partnership with private entities through a competitive procedure for managing/administering and operating the park, as well as to enable professional selection of users. The partnership between the Corporation and the private partner can take the legal form of a Special Purpose Vehicle ("SPV").

The corporation aims to create an innovative space that attracts well-known international technology companies. These companies will use the park as a platform to innovate and develop new products and services. This model involves close collaboration among startups, digital nomads, universities with development and scientific capabilities, and research centers, who will interact within the park to stimulate the economy, innovation, and scientific research.

The corporation aims to create a dynamic ecosystem where human resources, funding, and advanced technological infrastructure are available to all participants. This ecosystem is designed

to accelerate the pace of technological advancements and to maximize the synergies that promote mutual growth and knowledge exchange.

Startups play a significant role in this model, with dedicated spaces for incubation, mentoring programs, and numerous funding opportunities. By positioning these at the center of the park, near technology companies and academic institutions, the created synergies are destined to spur innovation and development.

Furthermore, the technology and science park is an ideal destination for digital nomads, offering flexible spaces equipped with the latest technology. This inclusion ensures the attraction of a wide range of talents and expertise, creating a rich collaborative environment where new ideas are born and freely implemented.

Strategic partnerships with institutions of higher education ensure a direct link to market needs and industry trends, making the park a powerful center for the convergence of academia, startups, and large technology corporations, all collaborating to drive innovation, economic growth, and the spread of knowledge.

The Corporation, given its level of experience and financial capacity, can meet the legal, technical, and financial criteria for developing a Technopark only through securing partnerships. Under the conditions stipulated by Decision of the Council of Ministers (DCM) No. 337, dated 31.05.2023, this competition precisely enables the securing of a partner. This partner will allow the Corporation not only to guarantee a sustainable business stemming from the partnership with serious users possessing significant business capacities but also to ensure that the winning partner, emerging from this competition, either alone or through partnerships and/or subcontracting, can provide the financial, professional, technical capacity, and credibility to the users. These capacities must be presented within 150 days from the publication date of DCM No. 185, dated 27.03.2024, in an agreement that will be concluded between the Corporation and the Ministry of Economy, Culture, and Innovation, which will subsequently be approved by a decision of the Council of Ministers.

2. Park Manager/Administrator

The Corporation, in the role of the authorized developer, is conducting this competitive procedure to receive proposals for selecting a park manager/administrator with the goal of ensuring the fulfillment of the necessary conditions for the development and management of the park. In any case, the authorized developer remains responsible for its obligations to the responsible institution and state bodies.

Also, the partner must prove that it engages/attracts users who should be as numerous as possible (in any case, not less than 5) and also have such financial and professional capacities (no less than 1 user listed on a stock exchange of an OECD country) that can ensure an efficient technological park, with a successful business model.

Users must:

a. Commit to paying the developer/manager no less than 1% of the turnover value of the activities permitted in the park;

b. Commit to recognizing the developer's intellectual property rights to the extent negotiated with them.

For the development and management of the park, the Corporation offers a potential management model through the creation of an SPV, in the legal form of a commercial company, jointly created with the winning candidate.

The Candidate is free to propose their conditions/terms for the participation of parties in the SPV and the terms of its creation and operation, referring at least, but not limited to, the following:

1. The duration of the management contract (exit time)
2. The participation of the Corporation in the executive and governing bodies of the SPV
3. Rights proposed to be offered to the Corporation, such as: veto rights for certain decisions, shares/quotas that cannot be diluted (not dilutable), etc.
4. The right to audit/control the activities of the SPV by appointing an external auditor.
5. Any other aspect that ensures the Corporation exercises its responsibility as the authorized developer of Durana Tech Park.

These matters will be negotiated during the negotiations on the initial proposals, and the Corporation will set its conditions/terms in the RFFP.

3. Main terms and the approval procedure for the management/administration contract

The key terms of the management/administration contract will be sent to the Candidates in the PPP document.

We remind that the qualified candidate in their initial proposal must present a detailed development/management plan for the park, which includes, among other things, the following information:

- a. the value of the investment for the development and operation of the park,
- b. the source and method of financing,
- c. the list of potential users secured at the time of the initial proposal,
- d. the specific role of a university,
- e. the business plan,
- f. possible partnerships,
- g. the schedule, phases, and deadlines for the execution of investments for the development of the park's business,
- h. the assessment of the social, economic, environmental, and strategic impact of the investment project,
- i. the organizational management structure.

After selecting the private partner, the Corporation will sign a contract with the private partner based on their negotiated proposal (final proposal). Subsequently, the detailed development and management plan of the park will be agreed upon between the partners.

This plan will be submitted by the Corporation for approval to the ministry responsible for the economy, which will assess the plan for the following aspects:

- a. the technical project proposal;
- b. an assessment of the social, economic, and strategic impact of the project;
- c. environmental impact;
- d. the schedule, phases, and deadlines for the execution of investments for the development of the park;
- e. the business plan;
- f. a bank guarantee for the necessary financial capital to carry out the investment in the park.

After evaluating the detailed development plan as above, the ministry responsible for the economy will propose to the Council of Ministers its approval along with the lease contract for the use of state immovable properties.

Property information

The property where "Durana Tech Park" will be developed is designated by the Council of Ministers' decision No. 185, dated March 27, 2024, "On the transfer from Albanian Radio Television to the administrative responsibility of the Ministry of Economy, Culture, and Innovation, of state immovable properties No. 336, No. 338/1, No. 318, in the cadastral zone 3852, Xhafzotaj, Municipality of Durrës, and the approval of the opening of the Technological and Scientific Park 'Durana Tech Park'."

Specifically, regarding the property, the decision stipulates the following:

1. The transfer from Albanian Radio Television to the administrative responsibility of the Ministry of Economy, Culture, and Innovation, of state immovable properties No. 336, with an area of 140,400 square meters, No. 338/1, with an area of 40,600 square meters, and No. 318, with an area of 81,200 square meters, classified as "land," located in cadastral zone 3852, named "Radiostation," located in Xhafzotaj, Municipality of Durrës, according to the property documentation/charts attached to this decision and forming an integral part of it, to be used for the creation/opening of the technological and scientific park "Durana Tech Park."
2. The approval of the opening of the technological and scientific park, named "Durana Tech Park," with an area of 140,400 square meters, located in Xhafzotaj, Municipality of Durrës, on property No. 336, classified as "land," in cadastral zone 3852, according to the boundaries and territorial extension, which are determined in the cadastral map fragments below.

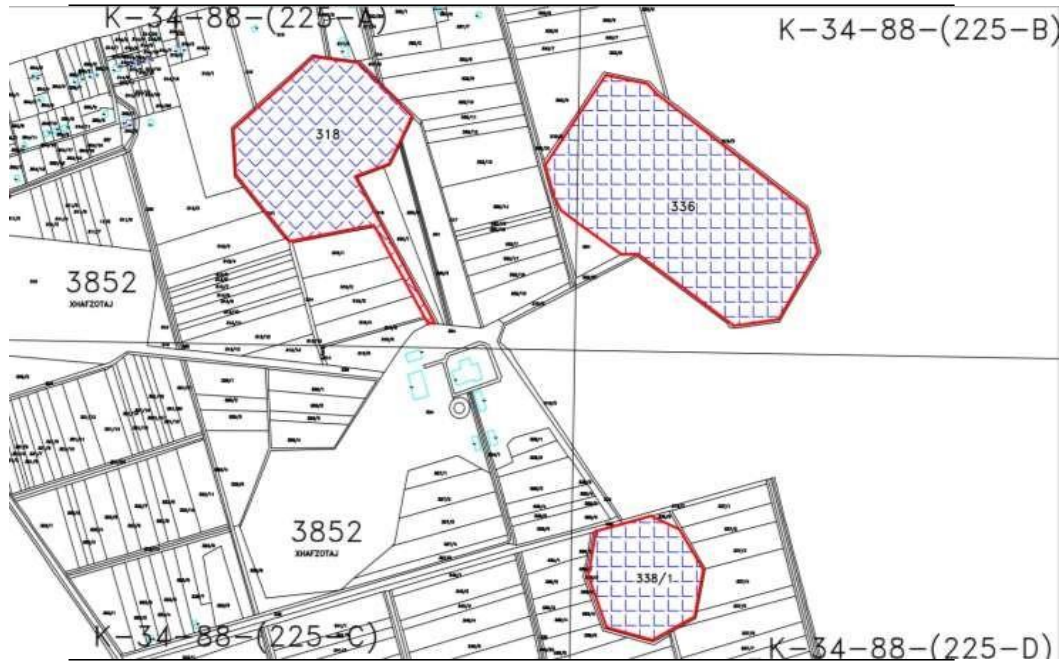
No.	Cadastral - Zone	Property No.	Designation	Area (m ²)	Ownership Status
1	3852	336	Radiostacioni	140,400	Ministry of Economy, Culture and Innovation
2	3852	338/1	Radiostacioni	40,600	Ministry of Economy, Culture and Innovation
3	3852	318	Radiostacioni	81,200	Ministry of Economy, Culture and Innovation
				262,200	

Additionally, considering the state-owned property areas near the declared park zone and the

spatial situation of the area surrounding the park, there is the possibility of expanding the park to over 825,000 m², depending also on the needs anticipated in the development plan.

Position of the properties on the cadastral map of the properties:





PART 3 – CONTRACT CONDITIONS AND FORMS

SECTION V - CONTRACT

After selecting the most favorable proposal, the Corporation will negotiate the management/administration contract with the winning Candidate. The terms of the contract will be based on the winning proposal.

The management/administration contract will become effective only after the Corporation receives all the approvals for the effectiveness of the project, which include the approvals from the Supervisory Council of the Corporation, the Ministry responsible for the economy and the Council of Ministers.

SECTION VI – CONTRACT FORMS

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Notification of Intention to Award

[This Notification of Intention to Award will be sent to each Candidate who has submitted a proposal unless the Candidate has previously received notice of exclusion from the process at an intermediate stage of the competition process.]

[Send this Notice to the Candidate's Authorized Representatives named on the Candidate Information Form]

For the attention of the Candidate's Authorized Representative

Name: *[insert name of authorized representative]*

Address: *[insert address of authorized representative]*

Telephone numbers: *[insert authorized representative telephone numbers]*

Email address: *[insert email address of authorized representative]*

[IMPORTANT: enter the date this Notice has been circulated to all participating Candidates. The notice must be sent to all the Candidates simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notice is sent by: *[email]* on *[date]* (local time)

Notification of Intention to Award

Corporation: *[insert name of Corporation]*

Project Name: *[insert project name]*

Contract Title: *[insert name of contract]*

This Notification of Intention to Award (Notice) informs you of our decision to enter the above contract. The transmission of this Notice begins the Standstill Period. During the standstill period you can:

- a) request information regarding the evaluation of your proposal and/or
- b) to file a complaint regarding the decision on awarding the contract.

1. The successful candidate

Name:	<i>[insert name of successful Candidate]</i>
Address:	<i>[insert address of successful Candidate]</i>
Amount:	<i>[insert value]</i>

2. Other Candidates *[INSTRUCTIONS: enter the names of all Candidates who have submitted a proposal, the proposals as read and evaluated.*

Name of the Candidate	Rank the amounts
<i>[insert name]</i>	<i>[insert values]</i>
<i>[insert name]</i>	<i>[insert values]</i>
<i>[insert name]</i>	<i>[insert values]</i>
<i>[insert name]</i>	<i>[insert values]</i>
<i>[insert name]</i>	<i>[insert values]</i>

3. The reason/s why your proposal was unsuccessful e *[Delete if proposal shows reason]*

4. How to make a complaint

DEADLINE: The deadline for submitting a competition complaint challenging the decision to award the contract is midnight, [insert date] (local time).

Provide the name of the contract, the name of the Candidate, contact details; and address the competition complaint as follows:

Attention: *[insert person's full name, if applicable]*

Title/Position: *[insert title/position]*

Corporation: *[insert name of Corporation]*

Email address: *[insert email address]*

At this point in the competition process, you can file a competition complaint challenging the award decision. You do not need to have requested or received information before making this complaint. Your complaint must be submitted and received by us before the end of the standstill period.

Further information:

For more information, see the Corporation regulation for competitive procedures. You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, this means that you are a Candidate who has submitted a proposal in this competition and are the recipient of a Notification of Intention to Award of the contract.
2. The appeal can only challenge the decision on awarding the contract.
3. You must file the complaint within the above-mentioned deadline.
4. You must include, in your complaint, all the information required by the Corporate Regulation of Competition Procedures.

5. The standstill period

DEADLINE: The standstill period will end at midnight on *[insert date]* (local time).

The standstill lasts **five (5) days** after the date of transmission of this Notification of Intention to Award for the conclusion of the contract. The standstill period may be extended. If this happens, we will notify you of the extension.

If you have any questions about this Notice, please do not hesitate to contact us.

On behalf of the Corporation:

Signature: _____

Name: _____

Title/position: _____

Phone: _____

Email: _____

Letter of Acceptance

[Corporate letter]

[date]

To: [name and address of successful candidate]

This letter is to inform you that your proposal dated [date] for signing a management/administration contract for the _____, for your proposal as follows:

1.: [value in numbers and words].

is accepted by the Corporation.

You are required to provide (i) the Contract Guarantee within 10 days in accordance with the Instructions to Applicants, using, for this purpose, the Contract Guarantee Form, included in Section VI, Contract Forms, of the Request for Final Proposals.

Until the formal and final contract between us is prepared and executed, this letter, together with your final proposal, will constitute a binding contract between us.

Authorized signature: _____

Name and title of Signatory: _____

Corporate Name: _____

Contract Guarantee

[Form of Contract Guarantee]

Beneficiary: _____ *[insert name and address of Corporation]*

Date: _____ *[Insert release date]*

CONTRACT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated on letterhead]*

We have been informed that _____ (in the following text "Candidate") has concluded the contract _____ date _____ with the Beneficiary, for the execution of _____ (in the following text "Contract").

In addition, we understand that, under the terms of the Contract, a performance guarantee is required.

At the request of the Candidate, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in the aggregate an amount of _____ (),¹ such amount is payable, upon receipt by us of the Beneficiary's written request supported by the Beneficiary's statement, either in the request itself or in a separate signed document accompanying the request or identifying the request, stating that the Candidate is in violation of his obligations under the contract without having to prove or show the reasons for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The guarantor shall enter an amount representing the percentage of the amount received of the accepted clothing specified in the letter of acceptance, less provisional amounts, if any, and expressed either in the currency(s) of the clothing received or in a freely convertible currency acceptable to the Beneficiary.*

² *Enter the date twenty-eight days after the expected end date. The Corporation should take into account that in case of an extension of this date for the termination of the contract, the Corporation will have to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made before the expiration date specified in the warranty. In preparing this guarantee, the Corporation may consider adding the following text to the form, at the end of the penultimate paragraph: "Guarantor agrees to a one-time extension of this guarantee for a period not exceeding [six months] [one year], in response to **Upon the Beneficiary's** written request for such an extension, this request shall be submitted to the Guarantor before the expiration of the guarantee."*

This guarantee is subject to the Uniform Rules on Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All text in italics (including footnotes) is for use in the preparation of this form and will be deleted from the final text.