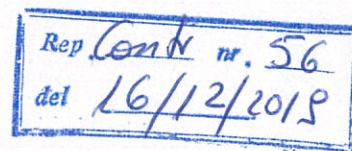


CONTRACT



SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

REF: 7458508/3

FINANCED FROM THE

Italian Agency for Development Cooperation – Tirana's Office
Rruga Abdi Toptani, Torre Drin, 5th floor, Tirana - Albania

(‘the contracting authority’),

of the one part,

and

NET-GROUP Sh.p.k.

Rruga Demokracia, ndertesa nr. 1, prane Ahmati Petrol
PASKUQAN Lagjia Paskuqan 1, Tirana - Albania
NUIS L72023002P

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT Facility for the management and monitoring of the Italian Cooperation Program in Albania (FAGEM) - AID 10881

CONTRACT TITLE Study Design for Preparation of detailed local plans for the implementation of Metrobosco - Tirana, Albania

Identification number CIG 79352496A0 - LOT III

(1) Subject

- 1.1 The subject of this contract is the study design for the object: "Developing detailed local plans for the area of Natural Oases and Dajti Park", in the structural units: TR/72, TR/143, TR/144, TR/148, TR/149, TR/151, TR/152, TR/455, TR/508, DA/52, with identification number CIG 79352496A0 - LOT III (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the contract (Annex II) and in accordance with the proposed technical offer which constitute integral part of this contract.

(2) Contract value

This contract, established in Euro, tax excluded, is a global price contract. The contract value is EUR 38.800,00.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions;
- the general conditions (Annex I);
- the terms of reference (Annex II);
- the organisation and methodology (Annex III);
- forms and other supporting documents (Annex V - budget; Financial identification form - Annex VI; Legal entity forms);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Performance guarantee

The performance guarantee is set at the 10% of the amount of the contract. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority.

(5) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be in English.

Done in English in three originals.

For the contractor

Name: Valter BEGAJ *Valter Begaj*

Title: NET-GROUP Sh.p.k. Administrator

Signature: *[Handwritten Signature]*

Date:

16 DIC. 2019



For the contracting authority

Name: Nino MEROLA

Title: AICS Tirana Representative

Signature: *[Handwritten Signature]*

Date:

16 DIC. 2019



SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Contracting Authority:

AICS Office in Tirana
Rruga Abdi Toptani, Torre Drin, 5th floor, Tirana, Albania
Contact Name: Mr. Nino Merola, AICS Representative
Cc: Mr. Ivan Conte, AICS Officer in charge
Email address: segreteria.tirana@aics.gov.it

Contractor:

NET-GROUP Sh.p.k.
Rruga Demokracia, ndertesa nr. 1, prane Ahmati Petrol
PASKUQAN Lagjia Paskuqan 1, Tirana, Albania
Contact Name: Mr. Valter Begaj, NET-GROUP Sh.p.k. Administrator
Email address: bvaaleng@gmail.com

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

4.1 Subcontracting is not allowed.

Article 7 General obligations

7.8 The contractor should comply with its minimum obligation towards visibility. These activities must comply with the rules lay down by AICS Tirana namely reproduced the AICS logo in each document, poster, printed or virtual supported that is related directly or indirectly to the contract.



Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to twice the contract value.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 10 (ten) months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Each document will indicate the name of the contracting authority, the beneficiary, the contractor, the contract reference no. In particular, each page must clearly displaying the following official logo of the Italian Agency for the Development Cooperation:



Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following method:

| Month | Description | Percentage | Amount (EUR) |
|-------|---|------------------------------|------------------|
| 0 | Advance payment | nil | - |
| 6 | Interim payment Upon conclusion of Phase 1 | 30% of the contract value | 11.640,00 |
| 10 | Balance Upon conclusion of Phase 2 | 70% of the contract value | 27.160,00 |
| | Total | 100% | 38.800,00 |

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties shall settle the dispute in accordance with the law of the country of the Contracting Authority, which in this case is AICS, hence by the Italian Law.

Article 42 Data protection

Not applicable

Rep. Contr. nr. 36
16/12/2019

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For the contractor

Name: Valter BEGAJ *Valter Begaj*

Title: NET-GROUP Sh.p.k. Administrator

Signature: *[Handwritten Signature]*

Date:

16 DIC, 2019



For the contracting authority

Name: Nino MEROLA

Title: AICS Tirana Representative

Signature: *[Handwritten Signature]*

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