

Rep. Contr. nr. 15
del 11/03/2019

CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS (REFERRED TO GRANT CONTRACT No 2014/355-174)

REFERENCE: 15/2019 - CIG: Z1D26E310B

FINANCED FROM THE

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

(‘the contracting authority’),

of the one part,

and

Timesis S.r.l.
REA: PI 104974
P.I. 01164510503
Via Niccolini 7,
56017 – San Giuliano Terme (PI) - Italy

(‘the contractor’)

of the other part,

have agreed as follows:

Project: Strengthening national capacity in Nature Protection – Preparation for Natura 2000 Network – AID 10000

Contract Title: External final evaluation of the project “Strengthening national capacity in Nature Protection – Preparation for Natura 2000 Network” in Albania (Grant Contract No 2014/355-174, financed from the EU General Budget).

Identification number: 15/2019 - CIG: Z1D26E310B

(1) Subject

- 1.1 The subject of this contract is the External final evaluation of the project “Strengthening national capacity in Nature Protection – Preparation for Natura 2000 Network” done in Albania, with identification number 15/2019 - CIG: Z1D26E310B (‘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.

(2) Contract value

This contract, established in 31,500 Euro, tax excluded, is a global price contract.
The contract value is 31,500 Euro (tax excluded).

(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 [including clarification before the deadline for submitting tenders (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (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) Language of the contract

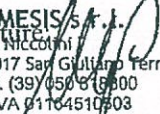
The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

Done in English in three originals.

For the contractor

Name: Mario Pestarini

Title: Timesis S.r.l. Chairman and Legal Representative

TIMESIS S.r.l.
Signature: 
Via Nicotini
56017 San Giuliano Terme (PI)
Tel. (39) 050 819000
P.IVA 01164510503



Date: 11/03/2019

For the contracting authority

Name: Nino Merola

Title: Representative

Signature: 



Date: 11/03/2019

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 Name: Enrico Quaglino
Organisation: Timesis S.r.l.
Address: Via G.B Niccolini 7 – 56017 San Giuliano Terme (PI)
Via Massena 7 – 10128 Torino
Telephone: +39050818800, +390115172272
e-mail: timesis@timesis, enrico.quaglino@timesis.it
- 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 7 General obligations

- 7.8 The contractor should comply with the minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

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 two months from the start date.

Article 26 Interim and final reports

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



Article 29 Payment and interest on late payment

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

Month		EUR
1	Interim payment	20 % of the contract value
2	Final payment	80 % of the contract value
	Total	100 % of the contract value

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 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the contracting authority

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