

# SERVICE CONTRACT

CIG: Z4F2F676DA

The **Italian Agency for Development Cooperation – Tirana’s Office**  
Rruga Abdi Toptani, Torre Drin 5<sup>th</sup> floor, Tirana – Albania  
(‘the contracting authority’),  
of the one part,

and

**McCann Tirana**  
Rruga “Themistokli Ghermenji”, Pallati Frasheri, SH 1, Ap. 13, Tirana – Albania,  
VAT Number K91321009A  
(‘the contractor’)  
of the other part,

have agreed as follows:

**Project:** Facility for the management and monitoring of the Italian Cooperation Program in Albania – AID 11836

**Contract Title:** *Production of cultural paths to enhance and promote the cultural heritage of Gjirokaster*

**Cig:** Z4F2F676DA

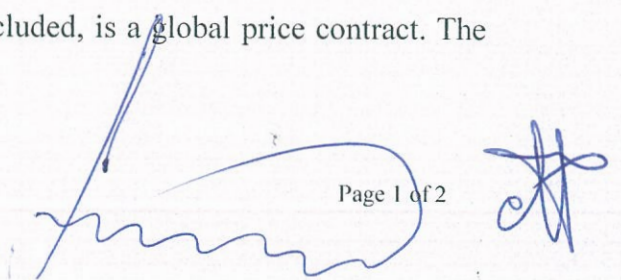
**(1) Subject**

1.1. The subject of this contract is the *Production of cultural paths to enhance and promote the cultural heritage of Gjirokaster* in the framework of the project “Facility for the management and monitoring of the Italian Cooperation Program in Albania – AID 11836”, done in Albania.

1.2. The contractor shall execute the assigned tasks in accordance with the terms of reference annexed to the contract (Annex II).

**(2) Contract value**

This contract, established in 19.119,00 Euro, tax excluded, is a global price contract. The contract value is 22.942,00 Euro.

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**(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:

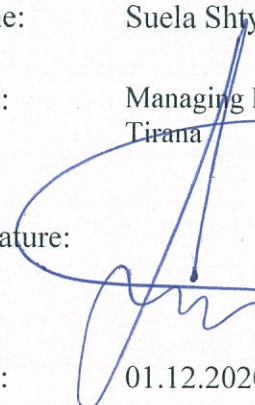
- the contract agreement
- the special conditions
- the general conditions (Annex I)
- the terms of reference (Annex II)
- organization and methodology (Annex III)
- budget (Annex IV)
- detailed budget as per Terms of Reference (Annex V)
- financial identification (Annex VI)

The various documents making up the contract shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**(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.

**For the contractor**

Name: Suela Shtylla  
Title: Managing Director, McCANN  
Tirana  
Signature:   
Date: 01.12.2020



**For the contracting authority**

Name: Nino Merola  
Title: Representative of the Italian Agency for  
Development Cooperation, Tirana's  
Office  
Signature:   
Date: 01.12.2020



# 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.

## Article 1 – Communications

1.1. The contact person for the contracting authority is

Name: Ernesto Maria Luigi Spinelli

Phone: +335

Email:

The contact person for the contractor is

Name: Çeltina Lloshi

Phone: +355

Email:

1.2. Communications regarding the technical implementation of this contract will be done via phone and/or email, as per article 1.1.

1.3. Every interim report and the final report as per article 4, every fiscal document as per article 6.1. must be delivered in signed original versions to the address of the contracting authority.

## Article 2 - General obligations

The contractor must comply with the AICS Ethical Code of Conduct, the OCSE Anti-Bribery Code of Conduct for the Business Community, the OCSE and Italian Ministry of Foreign Affairs and International Cooperation Child Labor Code and the Albanian Legislation. Any evidence of misconduct or failure to comply with these Codes and Albanian Legislation will result in the cancellation of the contract. As well, the Contractor shall be prosecuted by the competent Authorities.

## Article 3 - Implementation of the tasks and delays

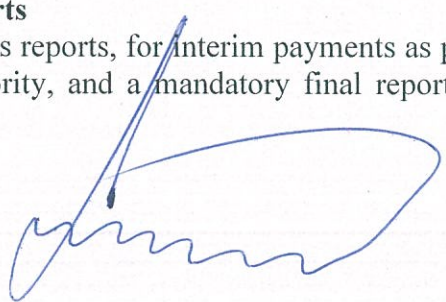
3.1. The start date for implementation shall be the date of signature of the contract by both parties.

3.2. The period for implementing the tasks shall not exceed 4 months from the start date.

3.3. Delays in the implementation of this contract must be agreed by both parties.

## Article 4 - Interim and final reports

The contractor shall submit progress reports, for interim payments as per article 6.1. and if requested by the contracting authority, and a mandatory final report as specified in the terms of reference.



**Article 5 - Approval of reports and documents**

The contracting authority shall notify the contractor, within 45 days from the receipt, the acceptance, rejection and/or request of amendments of the interim and/or final reports. The reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt.

**Article 6 - Payment and interest on late payment**

6.1. Payments shall be made in accordance with the following options:

Options	Type	Amount
1	Pre-financing payment	Not permitted
2	Interim payments	As per progress reports, accepted by the contracting authority
3	Final payment	Balance
	<b>Total</b>	100% of the contract value

6.2. The payment shall be based on the contractor's invoice accompanied by interim and/or progress reports and are subject to approval of the reports by the contracting authority.

6.3. The contracting authority shall make the payment and/or payments within 60 days after the acceptance of the interim and/or final reports delivered by the contractor.

**Article 7 - Financial guarantee**

No pre-financing guarantee is required.

**Article 8 - Settlement of disputes**

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.

**Article 9 – Data Protection**

Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the State of the contracting authority.

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