

SERVICE CONTRACT

CIG: Z1D2FF462E

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

R&T Advertising
Rruga “Pjeter Budi”, Nd. 29, Hyrja 3, Ap.7, Tirana – Albania, VAT Number
K31805036S
(‘the contractor’)
of the other part,

have agreed as follows:

Project: *Astecade – AID 10539*

Contract Title: Communication campaign for the sustainable development of the Albanian blue economy

Cig: Z1D2FF462E

(1) Subject

1.1. The subject of this contract is the *Communication campaign for the sustainable development of the Albanian blue economy* in the framework of the project “Astecade – AID 10539”, 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 19.500,00 Euro, tax excluded, is a global price contract. The contract value is 23.400,00 Euro.

(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: Adrian Ruci

Title: Managing Director

Signature:



Date: 15.01.2021

For the contracting authority

Name: Nino Merola

Title: Representative of the Italian Agency for Development Cooperation, Tirana's Office

Signature:



Date: 15.01.2021

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 69 72 70 333

Email: ernesto.spinelli@aicstirana.org

The contact person for the contractor is

Name: Irista Boci

Phone: +355 69 203 2074

Email: iboci@rtadvertising-al.com

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 and include the CIG number Z1D2FF462E.

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 6 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
	Total	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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