

Rep. Contr. 14  
del 01/04/2021

**Business Clients Service Contract**

	Service Offerer	Subscriber
Parties:	Service Offerer TiBO Communication sh.p.k. NIPT J82229005F Njesia Bashkiake Nr.7, Rruga e Kavajes, Palati 132/4, Kati 0 TIRANE Telephone: 044400123	12 month <input checked="" type="checkbox"/> Subject name: AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO Nr.ID/NIPT: J61912009P Address : Rruga Abdi Toptani Torre Drin, Kati I 5 Telephone:696508118 Email: iris.reci@aics.gov.it
Contact Person	Henri Rapo	
Contact No.	+355692226622	
Email	henri.rapo@tibo.al	
Finance		
Technology	Optic Fiber	30 Dedicated
Device type		
IP	Static	ip Statike
Monthly fee	Euro/ Month	Installation fee: 0 Euro (For 24 months contract, the installation fee is subsidised) Pre-payment: 0 Leke/month
Payment method		Cash <input type="checkbox"/> POS <input type="checkbox"/> Bank <input type="checkbox"/>
Technical support contact	Telephone: 044400123 If all the lines are busy, kindly send an SMS toward VIVO Communications contact no. 0674040114	

Date 01/04 /2021

FOR TiBO COMMUNICATIONS SHPK

Henri



SUBSCRIBER



## TERMS AND CONDITIONS OF THE CONTRACT

### 1. DEFINITIONS

- 1.1 Service Provider TIBO COMMUNICATIONS shpk:** The provider of telecommunication services (ADSL, GPON, TELEPHONY), which hereunder will be entitled "**Service Provider**"
- 1.2 Subscriber:** The recipient of the services provided by the Service Provider, according to the definitions set out in this contract.
- 1.3 User:** Any individual, natural and / or legal person authorized by the Subscriber to use the Service subject to this contract
- 1.4 Parties:** "Service Provider" and "Subscriber".

### 2. LEGAL FRAMEWORK

- 2.1** The contract/agreement is drafted pursuant to: Law no. 9918, dated 19.05.2008 "On Electronic Communications in the Republic of Albania", amended; Law no. 9887 dated 10.03.2008 "On Personal Data Protection" amended; Laws and bylaws that regulate this relationship in the Republic of Albania.
- 2.2** The Service Provider is provided by the Electronic and Postal Communications Authority with the Authorization according to decision no. 598, dated 26.12.2008, for the exercise of activities in the field of electronic communications for the provisioning of defined Internet services, hereinafter referred to as "Service".
- 2.3** The Subscriber wishes to benefit and use the Services provided by the Service Provider for all business needs according to the definitions set out in this contract.

### 3. OBJECT

- 3.1** This contract sets out the terms, conditions, rights and obligations that the parties will have towards each other as a result of the use by the Service Subscriber provided by the Service Provider.
- 3.2** Service is considered the connection of the Subscriber with the network of the Service Provider through which the provision of the Service to the Subscriber is enabled, according to the terms and conditions defined in this contract.

### 4. TARIFFS AND SERVICES

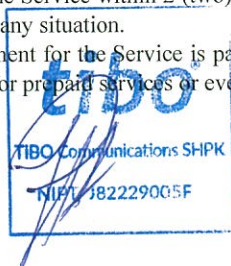
- 4.1** The services and their tariffs, provided by the Service Provider and accepted by the Subscriber, are presented in the Annex no.1 of this contract and are an integral part of the Contract signed between the parties.
- 4.2** Tariffs for Services are subject to change and are set and published according to the requirements of Law No. 9918, dated 19.05.2008, "On Electronic Communications in the Republic of Albania", as amended.
- 4.3** Tariffs remain unchanged during the duration of the Contract, in case the Subscriber chooses the specific offer, according to section 6.4 of the Contract.

### 5. DURATION

- 5.1** This contract is valid for a period of 12 (twelve) months, starting from 01 / 04 / 2021, until 31/03/2022, (initial validity) and is automatically renewed for other periods with the same conditions (renewed validity) and deadlines in the absence of a written notice from each party at least 10 days before the end of the relevant duration terms of the Contract. The contract enters into force on it's signature date, by the parties.
- 5.2** The start date of the Service is the date of the service activation by the Service Provider. Activation of the Service will be performed within (5) days from the date of payment of the installation fee and configuration of the Service by the Subscriber, and recurring service fee in the case of prepaid services.

### 6. PAYMENT METHOD

- 6.1** Payment for installation and configuration of the Service is made by the Subscriber only 1 (one) time before installation and configuration of the Service within 2 (two) days from the signing of the contract. The installation and configuration fee is non-refundable in any situation.
- 6.2** The monthly payment for the Service is paid by the Subscriber every month in advance against the invoice issued by the Service Provider for prepaid services or every months end for postpaid services.





- 6.3 The Subscriber may make the payments specified in paragraphs 6.2 and 6.3 of this Article in cash at the Service Provider's sales office, or by bank transfer to the Service Provider's bank account numbers listed under the relevant tax invoice.
- 6.4 In the event that the Subscriber chooses the specific one-year offer of this contract then the Subscriber may not terminate this contract before 1 (one) year from the date of entering into this subscription contract.

## 7. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

### According to this contract the Service Provider:

- 7.1 Provides the manner and technical infrastructures for the continuation of the access of electronic communications, from its local connection point to the nearest distribution node near the Subscriber at the address given on the first page of the contract, as well as connects the Subscriber with his network within the current technical possibilities by providing the relevant equipment;
- 7.2 Install and configure the Service(s) after the Subscriber has made the payment for installation and configuration within 5 (five) days from the signing of the contract;
- 7.3 The service enables internet access for the Subscriber, with quality according to the terms and regulations of the Electronic and Postal Communications Authority and provides the speed provided in the Annex no. 1 of this contract;
- 7.4 The Service provides access to other systems and networks through the Internet, through the connection provided by the Internet Service Provider in accordance with the rules set by the owners of other systems and networks, in accordance with international laws, as well as specific legal regulations of the country that owns the systems and networks, as well as those where these systems are physically located;
- 7.5 Responsible for the transmission quality and maintains equipment and apparatuses that provide access within technical standards and norms. Any equipment installed by the Service Provider to enable the provisioning of the Service is its property during the duration of this contract as well as after its termination or termination, regardless of the cause;
- 7.6 To apply the change of the tariff of one or more services selected by the Subscriber in the contract, only after the expiration of the process of notification of the Subscriber by the Service Provider through:
- 7.7 Individual notification (can also be by SMS or phone call through the Call Center-Customer Service) at least 30 (thirty) days before their entry into force, in case the change of tariffs is applied by the Operator. The individual notice must include the address where the tariff increases were published, if the notice does not contain sufficient details of the changes;
- 7.8 Through the mass-media, not less than 7 (seven) days prior to their entry into force and this notification must be made for not less than 3 (three) days in a row, in case the tariff increase is approved by AKEP with a consequent decision.
- 7.9 Provides each month the relevant invoice that the Subscriber must pay to the Service Provider for the Service provided under this contract, which reflects:
- billing period;
  - fixed monthly payment for the service;
  - the type and amount of all other possible payments for the billing period;
- 7.10 The invoice is issued and delivered to the subscriber at the address specified by him, officially (by mail or by hand) and no later than fifteen calendar days before the deadline for its payment.
- 7.11 The Operator has the obligation to repair technical defects and restore the service within 3 (three) calendar days, calculated from the moment of notification to the information numbers of the Operator. In case the problem lasts more than 3 (three) days from the moment of notification of problem and the Subscriber requests termination of the contract, the Service Provider is obliged to calculate the payment until the moment the Subscriber has used the Service, object of the contract, as well as compensation for the missing service.
- 7.12 In case the contracted service does not meet the level of quality provided in the contract and / or the Operator delays the repair of defects in its telecommunications network, beyond the deadlines set out in the annex to this contract, then it is obliged to deduct the invoice for the following month. 3% of the monthly subscription fee or fixed fee (with VAT) of the respective service, for each day of quality deficiency / defect repair delay, but not more than the value of the monthly subscription fee or fixed fee (with VAT).
- 7.13 The Operator has the obligation to repair technical defects and restore the service within 3 (three) calendar days, calculated from the moment of notification to the information numbers of the Operator. In case the problem lasts more than 3 (three) days from the moment of notification of problem and the Subscriber requests termination of the contract, the Service Provider is obliged to calculate the payment until the moment the Subscriber has used the Service, object of the contract, as well as the compensation for the missing service
- 7.14 In case the contracted service does not meet the level of quality provided in the contract and / or the Operator delays the repair of defects in its telecommunications network, beyond the deadlines set out in the annex to this contract, then it is obliged to deduct the invoice for the following month. 3% of the monthly subscription fee or fixed fee (with VAT) of the respective



service, for each day of quality deficiency / defect repair delay, but not more than the value of the monthly subscription fee or fixed fee (with VAT).

- 7.15 Has the right to temporarily suspend or restrict access to the Service provided for network upgrade, modernization, maintenance or for technical problems. Definitions or interruptions lasting more than 30 (thirty) minutes, the Service Provider will notify AKEP and Subscriber (i) at least 48 (forty eight) hours in advance in the event of a planned network upgrade, upgrade or maintenance, (ii) as soon as possible, but not later than 48 (forty eight) hours after the occurrence of the limitation or interruption caused by network defects or damage;
- 7.16 In cases of technical interruptions, which are not caused by force majeure or by the imposition of a state of emergency, as well as when not previously notified and prevented the Subscriber from using these services for a period longer than 24 hours, the Subscriber i the right arises to be compensated according to Point 2.6.8.
- 7.17 Has the right in cooperation with the Subscriber's representatives to carry out checks on the use of the connection;
- 7.18 has the right at any time to terminate the contract and terminate the service in all cases where the Subscriber does not meet or meet the requirements for his obligations in cases of attacks and viruses of his LAN;
- 7.19 In no event or circumstance shall the Subscriber be entitled to claim a refund of the payment made for the Service. To avoid any ambiguity, if the Subscriber terminates the contract or withdraws from receiving the Service, for any reason, the payment made will not be refunded.

## 8. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

### Under this contract, the Subscriber:

- 8.1 Takes advantage of the Service subject to the contract and will be responsible for the true declaration of the subscription category;
- 8.2 Will pay regularly every month the invoice of the Service according to paragraph 5 of this contract;
- 8.3 May request at any time during the duration of the contract changes of a technical nature, when it is the case of a specific service, which is agreed between the parties. In such a case the parties will sign an annex to the contract;
- 8.4 Use the Service, object of the contract, only for its needs and can not, in any way, form or circumstance, sell this Service or give access to another, and allow a parallel connection or alienate the object of this Service (p eg limited public service, etc.);
  - 8.5 In case of unilateral, temporary interruption of the use of access for more than 1 (one) month, the Subscriber is obliged to pay for the Service provided during this time;
  - 8.6 In case the termination of the contract is performed by the Subscriber within the initial term of the contract, the Subscriber is obliged to pay a fixed monthly payment for services, according to the type of service for the remaining months of the contract.
- 8.5 Provides electricity for all equipment of the Service Provider that are necessary for the provision of the Service and that are installed in its premises. The Subscriber is obliged to compensate the Service Provider for any damage caused to his equipment as a result of misuse and inadequate conditions of his facilities. The Subscriber is responsible for the provision, safe storage and safe use of post-installation equipment.
- 8.6 Recognizes that the Service Provider cannot be held responsible for any costs or damages that may result from the use of the Internet, or other systems and networks, including data loss caused by delays, non-delivery to destinations, transfers of faults, interruptions, loss or poor quality due to PTT connection and / or other technical-technological reasons. The service provider, individually or when necessary in cooperation with the Subscriber, implements technical and organizational measures to realize the security of the networks and / or services provided. These measures should provide an adequate level of protection and security against potential risks. The Service Provider informs the Subscriber of a particular risk, how the risk can be reduced by the Subscriber as well as the potential costs to be covered by the Subscriber if the risk that occurs is beyond the measures that the Service Provider can take.

## 9. SPECIAL USE, WARRANTY AND OBLIGATIONS FOR THE SERVICE

- 9.1 The Service Provider makes available to the Subscriber the equipment free of charge / reward throughout the duration of the contract. During the term of the contract but also after its termination, the equipment will remain in the ownership of the Service Provider and will be returned to the Service Provider at the time of termination or termination of this contract.
- 9.2 The Subscriber will (i) use the equipment only for the purpose provided to it by the Service Provider in compliance with all the conditions of use of the equipment and will ensure that the equipment operates within the required technical conditions; (ii) protect the equipment from various damages that may occur as a result of interference by unauthorized persons; in no case will third parties perform unauthorized interference with the equipment, otherwise the Subscriber will be held liable for possible damages and will make full compensation on the value of the equipment in question.
- 9.3 In the event that at the time of termination or termination of the contract the equipment is out of use because the Subscriber has not complied with the conditions provided in this paragraph, the latter in addition to other payments specified above, will pay the full value of equipment provided by the Service Provider.



9.4 In case of defects, the Subscriber will immediately notify the Service Provider; the only persons who can open and intervene in the equipment are persons authorized by the Service Provider.

## 10. SANCTIONS

10.1 If the Subscriber does not pay the invoice within the time limit specified in paragraph 6.2 must pay a late interest of 0.5% for each day of delay, calculated on the value of the invoice. In case the delay exceeds 20 (twenty) days from the date of the invoice, the Service Provider has the right to terminate the service to the Subscriber. The Reconnection of the Service will be performed within 1 (one) month from the date when the Subscriber has paid the bill and interest on arrears. Also, if the Subscriber, within 20 (twenty) days from the date of receipt of the invoice has not made payments under this contract, the Service Provider has the right to terminate the Service and terminate the contract and refer the matter to the competent authorities for resolution regarding unpaid amounts under the contract. The Service Provider will notify the Subscriber in advance in writing or viable means of his being late and the fact that if payment is not made, the service will be terminated and the contract will be terminated.

10.2 If the Service Provider does not perform the repair of defects and the restoration of the Service for the Subscriber within the deadlines specified in this contract, then the Subscriber has the right to request from the Service Provider a deduction from the price of the monthly payment invoice for days that the Subscriber has not benefited. Service due to malfunction of the Service Provider network.

## 11. CHANGES

11.1 The Subscriber shall be informed, in writing or by firm means, of all proposed modifications to the terms of the contract and the relevant reasons, within a period not later than 30 days before the proposed date of entry into force of these modifications. In case the Subscriber does not agree with the modified terms, he has the right to terminate the contract without notice and at no additional cost.

## 12. TERMINATION OF THE CONTRACT

12.1 The Subscriber has the right to terminate the contract in advance, notifying the Service Provider 30 days in advance in writing. In this case the Service Provider will apply a penalty of 30% of the value of the remaining monthly payments until the end of the contract term (point 5.1).

- For early termination of contracts with a duration of 12 months, the prepaid value for the equipment / warranty is non-refundable.
- For early termination of contracts with a duration of 24 months, the subscriber must pay the full installation fee.

12.2 In case the Subscriber has not paid the obligation 60 days after the payment deadline of the invoice, the Service Provider has the right to temporarily suspend the service until the payment of arrears and until the termination of the contract unilaterally, sending a notice to the Subscriber 10 days before the break. After this date with the payment of all obligations to the Service Provider, the Subscriber has the right to re-enter the Subscription Contract. 12.3 At the end of the initial term of the contract, the Subscriber has the right to request the termination of the contract by notifying in writing at least 30 days in advance.

## 13. NOTICES

13.1 All notices under this contract must be made in writing and sent to the party concerned at the address indicated in this contract or at another address that may have been communicated in writing by the party.

13.2 Notices shall be sent to the contact person specified in this contract for each party, by hand, by registered mail, fax, or e-mail or any other means which proves the receipt of the notice.

## 14. JURISDICTION AND APPLICABLE LAW

14.1 This contract is regulated by Albanian legislation. Disputes that may arise from this contract will be resolved amicably between the parties. In case the parties do not reach an agreement, the conflict will be submitted to the Court of Tirana for review.

14.2 This Contract is signed by the Service Provider and the Subscriber, and is drafted in two copies, one for the Subscriber and a copy for the Service Provider.

- Parties are fully aware and accept all the terms of this contract and its annexes upon signature.

For the Service Provider

TiBO Communications



For the Subscriber



**TECHNICAL DETAILS**

PIKA	
Physical Lines	
Public IPs	
PPPoE	
USER/MAC	
Internet Service	
Internet Band SLA	
Technical support	
Installed Devices	

**SERVICE DETAILS & FEES**

No.	SERVICE DESCRIPTION	QTY.	PRICE (EUR)	TOTAL (EUR)
1	30 Mbps/30 Mbps (download/Upload) Dedicated	1	97 euro	97 Euro
2				
	<b>TOTAL SERVICES</b>			<b>97 Euro</b>

\*All above prices are VAT included

**Details on the service offered locations :**

Subject name	NUIS	Address
AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO (AICS TIRANA)	J61912009P	rRUGA Abdi Toptani, Torre Drin Kati I 5







*Agenzia Italiana  
per la Cooperazione allo Sviluppo*

**SEDE DI TIRANA**

**IL TITOLARE DI SEDE**

VISTA la Legge n.125 dell'11/08/2014 ed in particolare l'art. 18, che stabilisce che all'Agenzia è attribuita autonomia organizzativa, regolamentare, amministrativa, patrimoniale e di bilancio;

VISTO il Regolamento recante lo Statuto dell'Agenzia Italiana per la Cooperazione allo Sviluppo, approvato con DM n. 113 del 22/07/2015, ed in particolare l'art. 5, comma 1, lett. f), che prevede che l'Agenzia adotti gli atti di gestione necessari per il conseguimento dei propri obiettivi e, nell'ambito della programmazione annuale, eserciti i relativi poteri di spesa, fermo restando il limite di cui all'art. 17, comma 6, della L. 125/2014;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 15 dicembre 2015 n. 2438, recante approvazione del "Regolamento di organizzazione dell'Agenzia italiana per la cooperazione allo sviluppo" e successive modifiche e integrazioni;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale di concerto con il Ministro dell'economia e delle finanze del 15 dicembre 2015 n. 1002/2500, recante approvazione del "Regolamento interno di contabilità dell'Agenzia italiana per la cooperazione allo sviluppo";

VISTA la legge 7 agosto 1990, n. 241 e s.m.i., "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

VISTA la Direttiva 2014/24/UE del Parlamento europeo e del Consiglio, del 26 febbraio 2014 sugli appalti pubblici;

VISTO il decreto legislativo 18 aprile 2016, n. 50 e s.m.i., disciplinante il Codice dei Contratti Pubblici, in particolare l'art. 1 comma 7 che dispone circa le procedure di scelta del contraente e l'esecuzione del contratto da svolgersi all'estero, tenendo conto dei principi fondamentali del medesimo Codice dei Contratti Pubblici e delle procedure applicate dall'Unione europea e dalle organizzazioni internazionali;

CONSIDERATA l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del succitato Codice dei Contratti Pubblici, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

VISTO il decreto del Ministro degli affari esteri e della cooperazione internazionale del 2 novembre 2017, n. 192 "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero", in particolare l'art. 21 che disciplina i contratti stipulati da una sede estera dell'Agenzia Italiana per la cooperazione allo sviluppo;

VISTA la Determina del Direttore dell'Agenzia Italiana per la cooperazione allo sviluppo n. 81 del 28/07/2016, con il quale è stato conferito a Dott. Nino Merola l'incarico di Titolare della Sede di Tirana dell'Agenzia Italiana per la cooperazione allo sviluppo;

CONSIDERATO che questa Sede ha necessità di avere un servizio internet.

CONSIDERATO che per quanto sopra esposto, in virtù dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario procedere a: l'affidamento del servizio di internet per il periodo 01.04.2021-31.03.2022.

CONSIDERATO che, sulla base delle condizioni prevalenti nel mercato locale di riferimento che emergono dal complesso degli elementi disponibili *in loco*, il valore stimato dell'appalto ammonta a 1.164,00 Euro al lordo delle imposte indirette;

VISTA la nota per il Titolare del 30.03.2021 della assistente contabile dott.ssa Iris Recì che giustifica la stipula del contratto con l'operatore economico Tibo Communications che offre il servizio di internet;

Considerato che, sulla base delle verifiche effettuate a cura della dott.ssa Iris Recì in relazione alle condizioni del mercato di riferimento e all'oggetto e tipologia delle prestazioni da acquisire, l'importo contrattuale è congruo e l'operatore individuato possiede i requisiti previsti per l'affidamento dell'appalto;

CONSIDERATO che, per la tipologia e per il valore stimato del contratto, l'articolo 7, comma 2, lettera a) del DM MAECI n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto;

VERIFICATO che l'importo corrispondente al valore stimato del contratto trova capienza nelle risorse finanziarie all'uopo allocate nel budget di sede;

### DETERMINA

1. L'avvio di una procedura per acquisire il servizio di internet mediante affidamento diretto, di cui all'articolo 7, comma 2, lettera a) del DM MAECI n. 192 del 2017, a Tibo Communications Partita IVA J82229005F in Rruga Kavajes Nr. 7 Tirane.;
2. I summenzionati servizi avranno durata di n. 12 mesi a decorrere dal 01/04/ 2021 al 31/03/2022;
3. Il relativo importo di spesa è pari ad Euro 1.164,00 al lordo delle imposte indirette e graverà sul budget assegnato per il funzionamento della Sede per l'anno 2021;

Luogo e data 31.03.2021

Il Titolare di Sede  
Nino Merola



The image shows a handwritten signature in blue ink over a circular official stamp. The stamp contains the text 'AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO' around the perimeter and a star at the bottom. The signature is written across the stamp and extends to the right.