

## SUPPLY CONTRACT

REFERENCE: PROCIV-001/L/02-2021 – CIG: 865456769E

Subject: Direct assignment for "Supply of technical and construction material for the renovation of the temporary civil protection situation room in Tirana" - CIG 865456769E

**AICS Tirana, Rruga Abdi Toptani, Torre Drin, V ° floor, Tirana**, hereinafter referred to as "Client or Contracting Authority", with this deed which has the value of a contract between the parties, appoints **ITE Engineering Shpk Autostrada Tirane-Durres, Km 5 Tirane, Albania Reg. L615300011** hereinafter referred to as the "Contractor", to perform the services indicated below.

### Art. 1 - Object

1.1 The Contractor will perform the services indicated in Annex 1.

### Art. 2 - Price

2.1 The price is € 55,058.60, tax included, and will be paid according to the conditions and terms indicated in this letter of appointment.

2.2 The price indicated in this article is fixed, not subject to revision and is the global consideration due for all the activities necessary for the correct and regular execution of the services.

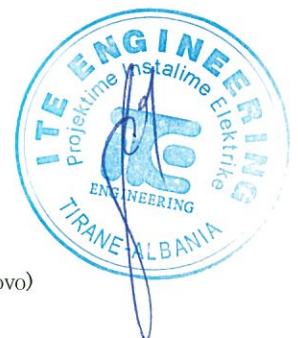
2.3 The Contractor may not require from the Client, for the services covered by this contract, payments in excess of the consideration indicated in this article. With the payment of the aforementioned fee, the Contractor will be satisfied with all his claims.

### Art. 3 - Duration

3.1 This contract will become effective when the Contractor has sent the acceptance of the assignment to the Client's address.

3.2 The services must be completed by 30 July 2021, without prejudice to the specific provisions contained in Annex 1.

3.3 The assignment expires within the term indicated above, without the need for cancellation by the Client. No implicit or automatic renewals or extensions are allowed.



#### Art. 4 - Methods of execution

- 4.1 The contract cannot be transferred to third parties and subcontracting is prohibited.
- 4.2 The Contractor undertakes to carry out the contractual service directly in compliance with all the clauses and conditions contained herein, none excluded or excepted, as well as the indications given by the Client.
- 4.3 If in the course of execution, it becomes necessary to increase or decrease the performance up to one fifth of the contractual amount, the Client may require the Contractor to execute the execution under the same conditions set out in this contract. In this case, the Contractor cannot assert any right to terminate the contract.
- 4.4 The breach of the provisions of this article by the Contractor is considered a serious breach and is just cause for termination of the contract.

#### Art. 5 - Terms and methods of payment

- 5.1 The Contractor indicates a bank account to which the Principal will make payments. The Client will not make payments in ways other than bank transfer to the aforementioned current account.
- 5.2 The following code must be indicated on the invoices: "CIG 865456769E".
- 5.3. The Client will inspect the delivered good checking their quantities and their integrity and will preliminarily accept the goods according with the result of the check. Each item shall be declared as compliant, not-compliant or revisable. The official preliminary acceptance is declared successful when all the items of a Lot are declared compliant.
- 5.4. The payment will be issued in three instalments according to the scheme below:
- 20% (twenty percent) of the total amount of the contract, as an advance payment if requested by the Contractor, within 10 (ten) days from the date of submission of the relevant invoice and the pre-financing guarantee to the Contracting Authority, against provision of performance guarantee of the same amount plus 10% percent.
  - 40% (forty percent), within 30 (Thirty) days from the date of submission of the relevant invoice to the Contracting Authority, considering a total of goods delivered equivalent to 60% of the total (33.035,16€).
  - 40% (forty percent), as balance payment, within 30 (Thirty) days from the date of submission of the relevant invoice to the Contracting Authority and following the issuance of the provisional acceptance certificate.

#### Art. 6 - Points of contact

- 6.1 The sole person in charge of the procedure is Mr. Nino Merola, representative of the AICS office in Tirana.

#### Art. 7 - Requirements

- 7.1 The Contractor must submit to the Client Annex 2 completed in its entirety, certifying the absence of grounds for exclusion.
- 7.2 The Contractor authorizes the Client to carry out checks with the competent local authorities on the veracity of the declarations made on the possession of the requirements.

7.3 The loss of the declared requirements for the selection or subsequent ascertainment of non-possession of the same entails the termination of the contract and the application of a penalty equal to five percent of the contractual amount, without prejudice to compensation for greater damage.

#### Art. 8 - Penalties

8.1 Any delay by the Contractor in the execution of the service beyond the times established by this contract entails, except in cases of force majeure not attributable to him, the application of a penalty equal to 0.5 per thousand of the net contractual amounts for each day of delay.

8.2 If the Contractor fails to comply, in carrying out the assignment, with the terms and requirements contained in this contract, the Client will contest the breach in writing, giving, if possible, the information necessary for compliance with the disregarded provisions, assigning adequate time to present any counter arguments. In the absence of suitable explanations, the Contractor will have to provide the indications given and, if he does not comply with them within the terms indicated, the penalty provided for in paragraph 8.1 will be applied.

8.3 The request or payment of the penalty in no case exempts the Contractor from fulfilling the contractually provided service.

8.4 If the amount of the penalties determined on the basis of this article reaches ten percent of the net contractual amount or in any other case in which, during the execution, breaches by the Contractor emerge such as to cause appreciable damage to the Client, the Client may terminate the contract due to serious breach by the Contractor and reserves the right to take action for compensation for damage. The Contractor also reimburses the Client for any additional expense incurred by the Client to have others perform the service.

#### Art. 9 - Resolution

9.1 The Client may terminate the contract during its validity period if:

- a) the contract undergoes a substantial modification that would have required a new procurement procedure pursuant to Article 72 of Directive 2014/24 / EU;
- b) the Contractor is in one of the reasons for exclusion indicated in Article 57 of Directive 2014/24 / EU;
- c) the contract should not have been awarded to the Contractor in consideration of a serious violation of the obligations deriving from the European Treaties and Directive 2014/24 / EU;
- a) one of the cases of termination due to serious breach by the Contractor expressly provided for in this letter of appointment or other case of serious default by the Contractor provided for by the law applicable to this contract occurs.

#### Art. 10 - Protection of personal data and liability

10.1 The Contractor assumes all responsibility for cases of accidents and damage caused to the Client due to shortcomings or negligence committed during the execution of the service. The Contractor undertakes to guarantee the confidentiality of any information acquired as a result of this contract.



AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO - SEDE DI TIRANA (ALBANIA, BOSNIA ED ERZEGOVINA, Kosovo)

VIA ABDI TOPTANI, TORRE DRIN, V PIANO, 1001 TIRANA - ALBANIA

TEL. 00355 4 2240881/2/3, E-MAIL tirana@aics.gov.it



10.2 The Client guarantees the protection of personal data provided by the Contractor in accordance with Italian legislation on the protection of individuals with regard to the processing of personal data, of which information is provided in Annex 3.

10.3 By signing the information, the Economic Operator gives consent to the processing of the aforementioned personal data by the Client, including the checks provided for in paragraph 7.2.

10.4 The Contractor and the Client are responsible for the violations attributable to them of the obligations imposed by the Italian legislation regarding the protection of individuals with regard to the processing of personal data.

10.5 The obligations assumed by the Contractor with the acceptance of this contract do not in any way constitute an employment or employment relationship for any reason between the Client and the staff employed by the Contractor, nor do they give rise to any claim against the Client beyond outside what is expressly indicated here. Such personnel may only carry out the activities provided for in this document, as they cannot in any way be deemed authorized to any other activity. The Contractor undertakes to inform the staff employed in any capacity whatsoever of this clause.

#### Art. 11 - Final provisions

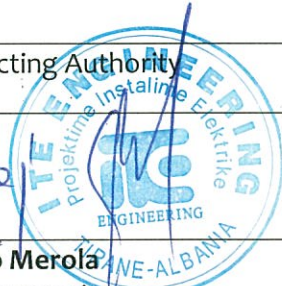
12.1 No clause contained herein can be interpreted as an explicit or implicit waiver of the immunities granted to the Client by international law.

12.2 This contract is governed by Albanian legislation. The Court of Tirana is competent for disputes.

12.3 This contract contains the full manifestation of the obligations of the Client and the Contractor and can only be modified with another contract having the same form, without prejudice to any other modalities of modification of the obligations of the parties.

Tirana 24<sup>th</sup> of May 2021

The contractor	The Contracting Authority
	
<p><b>Gerti Zotkaj</b> Administrator</p>	<p><b>Nino Merola</b> Representative</p>



ANNEX 1

**TECHNICAL SPECIFICATIONS**

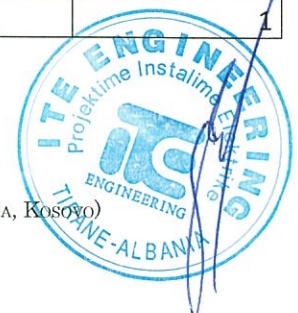
No.	Article and technical specifications	Measuring unit	Quantity
<b>1. Electrical pathways</b>			
Nr.	Description	UNIT	AMOUNT
1	Metallic conduit 150x75 for electrical power	ml	40
2	Metallic conduit 100x75 for data web	Piece	48
3	connective 90° plan 150x75	Piece	1
4	connection 90° plan 100x75	Piece	1
5	connection 90° reduction 150x75	Piece	1
6	connection 90° reduction 100x75	Piece	2
7	Conduit cap 150	ml	8
8	Conduit cap 100	ml	8
9	Joint per kanaline H60x75	Piece	100
10	Screw+nut Hexagonal M6	Piece	400
11	Bolt M8	Piece	80
12	Profile U 30x15 L=2m	Piece	10
13	Metallic anchor M8 bronze	Piece	100
14	Nut M8	Piece	200
15	Lockwasher M8	Piece	200
16	Rigid pipe solid D20	ml	200
17	Rigid pipe solid D25	ml	200
18	Plastic anchor D6 with screw	100C	8
19	Locking accessories for rigid pipe (grapeta, manikot, elbow, screw anchor ect..)	Complete	1
20	Distribution box C4 IP55 100x100	Piece	25
21	Distribution box C5 IP55 150x110	Piece	10
22	Flexible pipe D20	ml	300
23	Flexible pipe D25	ml	400
24	Double conduit arched	ml	30
25	PVC conduit descending from ceiling 100x60	ml	12
26	Box for plasterboard 3M Vimar	Piece	5
27	Wall box 3M	Piece	35
28	Wall box 4M	Piece	15
29	Distribution box PT6	Piece	4
30	Distribution box PT8	Piece	4
31	Installation materials	Set	1



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<b>2. Interior Lightning</b>			
Nr.	Description	UNIT	AMOUNT
1	Switch 10A	Piece	23
2	Deviator 10A	Piece	2
3	Support 3M+Screw Plana	Piece	20
4	Plate 3M Plastic White	Piece	20
5	Cap	Piece	50
6	Sensor for lights	Piece	6
7	Cable Fror 3x1.5	ml	1000
8	Terminals 2.5mm 25A (steke10)	stek	50
9	Terminals 4mm 32A (steke10)	stek	20
10	Clips	100cc	5
11	Conductor 1.5mm2	ml	900
12	LED Panel 60x60 with thickness	Piece	15
13	LED Panel 120x30 with thickness	Piece	4
14	LED Panel 30x30 with thickness	Piece	28
15	Emergency signal with lights EXIT	Piece	4
16	Lights IP65	Piece	3
17	Aspirator Micro 100 Build in	Piece	4
18	Other Accessories	Set	1

<b>3. Implant of Plugs and Cooling and Heating</b>			
Nr.	Description	UNIT	AMOUNT
1	Support 3M+ screwPlana	Piece	16
2	Support 4M+ screwPlana	Piece	5
3	Plate 3M Plastic White	Piece	16
4	Plate 4M Plastic White	Piece	5
5	External Output	Piece	60
6	External Output red	Piece	28
7	Box 3M IP40 Eikon/Arke/ Plana	Piece	7
8	Box (4+4)M IP40 PLANA (Under Table)	Piece	15
9	Cable FROR 3x2.5 For Output Circuit	ml	1500
10	Cable FROR 3x4 for Water Heater and Highway for Working Posts	ml	200
11	Terminal 4mm 32A (steke10)	stek	50
12	Terminal 6mm 40A (steke10)	stek	30
13	Other Accessories	Set	1

<b>4. Electrical Cabinet</b>			
Nr.	Description	UNIT	AMOUNT
1	Main Electrical Cabinet KK	Piece	1



### 5.Special implants for DATA and Telephone (Passiv)

Nr.	Description	UNIT	AMOUNT
1	Output UTP cat 6	Piece	35
2	Working position falt	Piece	3
3	Cable DATA UTP cat 6e	ml	1700
4	Other Accessories	Set	1

### 6. Smoke Detection System (Passiv)

Nr.	Description	UNIT	AMOUNT
1	Fire Cable 1x2x0.8	ml	150

### 7. UPS (Passiv)

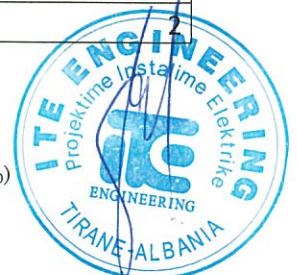
Nr.	Description	UNIT	AMOUNT
1	Cable Fg16 5x35 For Generator	ml	25
2	Signal Cable for Generator Automat. 5x1.5	ml	25
3	Cable FG16Or 5x10	ml	80

### 8. Special implants for DATA and Telephone (Active)

Nr.	Description	UNIT	AMOUNT
1	RACK19;32HE 800x800x1588 Grey	Piece	1
2	Ventilation Group For RACK + Thermostat	Piece	1
3	Support 8 outputs PDU 19" 1HE 16A Black	Piece	1
4	Telephone Center 16 Numbers Inside	Piece	1
5	Operator	Piece	1
6	Patch Panel With 24 outputs RJ45 UTP cat 6	Piece	2
7	Cable Holders	Piece	2
8	Patch cord RJ45 L=1 m UTP cat 5e	Number	60

### 9. Smoke Detection System (Active)

Nr.	Description	UNIT	AMOUNT
1	Convventional panel 2 Zones	Piece	1
2	Battery 12v 7Ah	Piece	2
3	Smoke Sensors	Piece	17
4	Heat Sensors	Piece	1
5	Sensor Base	Piece	18
6	Fire Signal Button	Piece	2





7	Inside Sirene	Piece	1
8	Fire Cable 1x2x0.8	ml	100

#### 10. UPS (Active)

Nr.	Description	UNIT	AMOUNT
1	UPS 3F:3F 10 kVA (10 min)	Piece	1
2	Silent Generator 40KVA	Piece	1
3	Automatic Panel Web/ Generator	Piece	1

#### 11. Heating and Cooling System

Nr.	Description	UNIT	AMOUNT
1	Split 8 kw	Piece	1
2	Split 3.8 kw	Piece	2
3	Inverter 16 kw	Piece	1

#### 12. Plasterboard, Paint and Paving

Nr.	Description	UNIT	AMOUNT
1	Profile UW 75 mm 0.05	ML	96
2	Profile CW 75 mm 0.05	ML	312
3	Profile CW 50mm 0.05	ML	54
4	Profile CW 50 mm 0.05	ML	54
5	Profile UD 28 mm 0.05	ML	350
6	Profile CD 28mm 0.05	ML	425
7	Fireproof Plasterboard	m2	440
8	Waterproof Plasterboard	m2	6
9	Stone Wool 30 kg	Bags	21
10	Wires (Bolts 50 cm)	Package	1
11	Pendant CD	Package	1
12	Cross Clips	Package	1
13	Aluminium Corners 3m	ml	150
14	Screws Pointed heads	Package	2
15	Screws Pointed heads	Package	15
16	Anchors	Package	5
17	Web Tape	Piece	10
18	Sand Paper	Piece	2
19	Plasterboard Putty Knauf 25 kg	Bags	5
20	Pre-prepared Plaster	Bags	3
21	Metallic Anchors	Package	1
22	Cement	Bags	2
23	Sand + Package + Transport	m3	1







24	Cented Putty	Bags	1
25	Finishing Putty	Piece	18
26	Prime for Paint 10l	Bucket	4
27	Paint Bekament Hydromat (White) 15 kg	Bucket	17
28	Parquet AC3 8mm KRONOS	m2	175
29	Baseboard 4cm	ml	176
30	Parquet Underlayer	m2	175
31	Toilet Tiles (Floor + Walls) White	m2	123,5
32	Silicone	Piece	7
33	Silicone White	Piece	4
34	Grout	Bags	5
35	Glue Kollé	Piece	31

### 13. Hydraulics and Hydro sanitary

Nr.	Description	UNIT	AMOUNT
36	Wc (Set + Flush)	Piece	2
37	Sink (Set)	Piece	2
38	Faucet	Piece	2
39	Shower (Group)	Piece	1
40	Boiler 80 kg	Piece	1
41	PPR Pipe PN20 FIBRA D20	ml	8
42	PPR MANIKOTE Smooth D20	Piece	5
43	PPR Elbow Smooth D20	Piece	10
44	PPR MANIKOTE FILET M D20*1/2	Piece	4
45	RBR3/4X1/2N TM REDUCTION BR 3/4X1/2 NTM	Piece	4
46	Valve (Hollandez) D3/4"	Piece	4
47	Drawer PL Colector 52/28	Piece	2
48	Collector 3/4"X4 UNID	Piece	4
49	Collector 3/4"X3 UNID	Piece	3
50	BOKETON DIRECT F 16X1/2"	Piece	22
51	PRES.ELBOW F 16X1/2"	Piece	2
52	PIPE MULTISTRATO 16/2 I White	Piece	60
53	PP BRAGE D110/50/45'	Piece	5
54	PP PIPE D110/3000 ME 2 GOTA	Piece	1
55	PP PIPE WITH RUBBER D110/1000	Piece	4
56	PP PIPE D110/1000 2 GOTA	Piece	4
57	PP ELBOW D110/45'	Piece	10
58	PP ELBOW D110/87.5'	Piece	5
59	Drain H METALIC PLASTIC D50	Piece	5
60	Drain CONFLUO LINE 550	Piece	1
61	PP REDUCTION D50/40	Piece	6





62	PP PIPE WITH RUBBER D50/1000	Piece	10
63	PP PIPE D50/1000 2 GOTA	Piece	10
64	PP ELBOW D50/45'	Piece	25
65	PP ELBOW D50/87.5'	Piece	10
66	PP BRAGE D50/50/45'	Piece	10
67	Pipe Grease	Piece	1

Nr.	Description	UNIT	AMOUNT
1	Double Doors Antipanic Handle 140x210	Piece	2
2	Doors with Antipanic Handle	Piece	2
3	Office Doors Opaque 100 x 210	Piece 1	9
4	Office Doors Opaque 90 x 210	Piece 3	
5	Office Doors Opaque 80 x 210	Piece 4	
6	Office Doors Opaque 70 x 210	Piece 1	
7	Toilet Doors 70 x 210	Piece	4
8	Toilet Door 100 x 210	Piece	1
9	Frosted Glass Doors with Logo 140 x 210	cope	2
10	Aluminium Window Single Glass 120 x 60	cope	1
11	Frosted Adhesive	m2	30
12	Glass Repairs	m2	15



## UNIQUE DOCUMENT OF REQUIREMENTS

### PART I. INFORMATION ON PARTIES

<b>Identity of the Client</b>	
Name:	<b>AGENZIA DI COOPERAZIONE ALLO SVILUPPO, SEDE DI TIRANA</b>
Title or short description of the contract:	<b>Supply of technical and construction material for the renovation of the temporary civil protection situation room in Tirana</b>
CIG	<b>865456769E</b>

### PARTE II: INFORMAZIONI SULL'OPERATORE ECONOMICO

<b>A. Identification data of the economic operator</b>	
Denomination:	<b>ITE Engineering Shpk</b>
National identification number, if applicable (tax code, VAT number, registration)	<b>L61530001l</b>
Mailing address:	<b>Autostrada Tirane-Durres, Km 5 Tirane, Albania</b>
Contact persons: Phone: PEC or e-mail: (website) (if available):	<b>Gerti Zotkaj +355 688055777 info@itegroup.al www.itegroup.al</b>

<b>B. Any representatives of the economic operator:</b>	
Full name	
Date and place of birth	
Position / Title to act:	
Mailing address:	
Phone:	
E-mail If necessary, provide details on the representation (form, scope, purpose):	



### PART III: GROUNDS FOR EXCLUSION

#### A: Grounds related to criminal convictions

Those who have been convicted, with a final criminal sentence, in Italy or in the country where the contract takes place, for one or more of the following reasons are excluded from participation in the selection: (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offenses or offenses related to terrorist activities; (5) money laundering or terrorist financing; (6) child labor and other forms of human trafficking; (7) any other crime resulting in the inability to contract with the public administration. The situations relevant to exclusion are those provided for by Italian law, as well as:

- in the member states of the European Union, the situations indicated in the internal legislation that transposed Article 57 of Directive 2014/24 / EU;
- in countries not belonging to the European Union, the equivalent situations provided for by local criminal legislation.

The economic operator or a member of its management or supervisory bodies or whoever has powers of representation, decision or control in the economic operator have not been convicted for one of the reasons indicated above with a final sentence pronounced no more than five years ago or after which a period of exclusion established in the judgment is still applicable.

#### B: Reasons related to the payment of taxes or social security contributions

The economic operator has satisfied all the obligations relating to the payment of taxes, fees or social security contributions, in the country where it is established, in Italy and in the country where the contract takes place.

#### C: Reasons related to insolvency, conflict of interest or professional misconduct

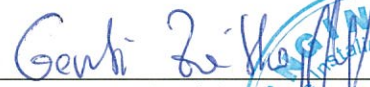
- 1) The economic operator has not violated, to the best of his knowledge, obligations regarding health and safety at work, environmental, social and labor law.
- 2) The economic operator is not in any of the following situations and is not subjected to a procedure for ascertaining one of the following situations:
  - a) bankruptcy, insolvency proceedings, liquidation, composition with creditors, receivership or other similar situation?
  - b) has ceased its activities
- 3) The economic operator was not guilty of serious professional offenses
- 4) The economic operator has not signed agreements with other economic operators intended to distort competition
- 5) The economic operator is not aware of any conflict of interest related to his participation in the procurement procedure
- 6) The economic operator or a company related to him did not provide advice to the Client nor did they otherwise participate in the preparation of the procurement procedure.
- 7) The economic operator has not already had experience of early termination of a previous public procurement nor has any damages or other penalties been imposed on him in relation to a previous public procurement
- 8) The economic operator confirms that:
  - a) not having been seriously guilty of misrepresentation in providing the information required to verify the absence of grounds for exclusion or compliance with the selection criteria,
  - b) not having concealed such information,
  - c) have been able to transmit without delay the complementary documents requested by a Client,
  - d) not having attempted to unduly influence the decision-making process of a Client, not having attempted to obtain confidential information that may give it undue advantages in the procurement procedure, not having provided misleading information which may have a significant influence on decisions concerning the procedure 'contract.

#### D: Reasons for exclusion provided for by Italian law and equivalent situations provided for by the law of the country where the contract is held

The economic operator is not in any of the following situations:

- 1) there are causes of forfeiture, suspension or prohibition provided for by the anti-mafia legislation against him
- 2) is subject to infiltration by organized crime
- 3) was subject to the prohibition of the exercise of the activity or to other sanction that involves the prohibition of contracting with the public administration
- 4) is registered in the computer file kept by the National Anti-Corruption Authority for having presented false declarations or false documentation for the purpose of issuing the qualification certificate, for the period during which the registration continues;
- 5) has violated the ban on fiduciary registration
- 6) respects the rules on the right to work of the disabled
- 7) if he has been a victim of the crimes of extortion and extortion committed by organized crime or by those who intended to facilitate the activity of organized crime and there is no case of necessity or self-defense, he has reported the facts to the judicial authority
- 8) is compared to another participant in the same procedure

Tirana 24/5/2021

  
Gerti Zotkaj (Administrator)



ATTACH A COPY OF THE IDENTITY DOCUMENT OF EACH SIGNATOR.