



Association of Albanian Municipalities

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° 1

FINANCED FROM THE IPA FUNDS UNDER INTERREG IPA CBC PROGRAMME

Association of Albanian Municipalities as the Contracting Authority,
Registered with Court Decision 1020, date 10/05/2004
Address: Rr. Skerdilajd Llagami, Kulla 2, Apt 8
Tirana, Albania

of the one part,

and

Name Surname
Individual
<Full official address+ ID>

as the Contractor

of the other part,

have agreed as follows:

PROJECT Flood and Landslide Technical Assistance, Reference number 155

CONTRACT TITLE: Technical Expertise for floods and landslides prevention – work group member –
Key Expert

Identification number 1

(1) Subject

- 1.1 The subject of this Contract is **Technical Expertise for floods and landslides prevention – work group member – Key Expert** done in Tirana, Albania with identification number <1> ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

(2) Contract value

This Contract, established in Euro, is a global price contract. The contract value is EUR 7,110 (seven thousand and one hundred and ten).

(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)
- the Organisation and methodology (Annex III);
- Key expert (Annex IV);
- Copy of ID Document for the Contractor (Annex V);

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.

(5) Other specific conditions applying to the Contract

No other specific conditions shall apply to this contract, except for those included.

Done in English in three originals: one original for the Contracting Authority, one original for the European Commission, and one original for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Signature:

Signature:

Date:

Date:

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 Contact persons responsible for the communication under this contract are:

For the Contracting Authority:

Agron Haxhimali, Project Manager

aam@albmail.com

Rr. Skerdilajd Llagami, Kulla 2, Apt. 8

Tirana, Albania

For the Contractor:

Full official name of the Contractor>

Email address]

<Full official address>

2.2 Documents to be provided by parties' communication include:

The contracting authority shall submit to the Contractor:

- Relevant information on the functioning of working group
- Contacts of members of working group;
- Working group members to work closely with the Key expert.

The Contractor shall submit to the Contracting Authority:

- Data collected as requested from the contracting authority.
- Participation in Project meeting as foreseen in the Application form
- Final versions of documents as stipulated in the Terms of Reference, Risk Analysis and Recommendations.

Parties will communicate in a written form and in a timely manner as to respect to overall project's workplan.

Article 4 Subcontracting

4.9 The contractor may choose to commit/delegate tasks of this contract in subcontracting.

Article 7 General Obligations

7.8 The contractor will give adequate publicity to the action they are implementing as well as to the support from the EU.

Activities to be carried out are: three open meetings in each of pilot municipalities; use of Communication plan of the Project to the extent permissible.

Article 5 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 15 months from the start date.

Delays of more than three weeks in performing the requested tasks are grounds for the termination by the Contracting Authority before the expiry date of the Contract by giving notice in writing to the Contractor.

If the Contractor is unable to perform obligations subject to this Contract, a period of prior notice of two weeks shall be required.

Article 6 Interim and Final Reports

The Contractor shall submit progress reports as specified in the Terms of Reference.

Article 7 Approval of Reports and Documents

27.5 The Contracting Authority shall, within 45 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall 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 of the report.

Article 8 Expenditure verification

Article 9 Payment and interest on late payment

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

Month		<EUR>
3	Interim payment – after creating Risk analysis on floods and landslides	<2670>
9	Interim payment – after creating Recommendations on safeguarding of flood-prone and landslide areas	<1500>
15	Final payment– after preparing input for Web platform for action in case of floods and landslides	<910>
	Total	<7110>

By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the Contracting Authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the General Conditions

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted. The demand must be submitted within two months of receiving late payment.]

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 disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Tirana District Court, Albania applying the national legislation of the Contracting Authority.

Article 43 Further additional clauses