

11/11/2010 252



FONDI SHQIPTAR I ZHVILLIMIT
ALBANIAN DEVELOPMENT FUND

Nr. _____ Prot.

Tiranë 03/02/2015

CONTRACT

Concluding between the following parties:

Albanian Development Fund, adr. Rr. "Sami Frashëri", Nr. 10, Tirana, represented by Mr. Benet Beci, Executive Director, hereinafter referred as "Contracting Authority",

and

AEROSISTEMI Srl & HANSA LUFTBILD Sensorik und Photogrammetrie GmbH, adr. AEROSISTEMI S.r.l. Via Don Luigi Sturzo, nr. 34 Zip Code 95014, Giarre, Italy, represented by Dr. Ing. Sarino Salvatore Vecchio and Dr. Eng. Paul Hartfiel, Munster, Germany, hereinafter referred as the "Contractor".

1. Object of the Contract.

1.1 Object of the contract is **Digital Aerial Photography for Republic of Albania territory, production of oriented aerial images, LiDAR data, DTM, Orthophoto and Training**, as defined at tender documents which express the purpose of service, define tasks, requirements, objectives and delivery of final products derived from the provision of the service.

2. Legal Basis

- 2.1 This contract is stipulated according to definitions of legal framework in force in Republic of Albania.
- 2.2 The contract is according to Albanian Civil Cod, the Public Procurement Law Nr. 9643, date 20.11.2006 as amended and subsidiary legislation for its implementation.

3. Services Location

3.1 Services of digital aerial photography and LiDAR scanning will be performed in the Republic of Albania. Technological processing necessary for obtaining digital output can be done outside the territory of the Republic of Albania.

4. The Term of Service Delivery

- 4.1 The contract implementation should begin immediately after signing the contract, with the end in 11.12.2015.
- 4.2 The service will be performed according to services and performance schedule as an integral part of this contract (**Annex A**).

5. Contract Price

- 5.1 The contract price is 355,810,325 (three hundred and fifty-five million, eight hundred and ten thousand, three hundred and twenty-five) ALL, VAT included.
- 5.2 The price includes all fiscal obligations.
- 5.3 The price is as offered in the Contractor's bid submitted in the bid opening session, held in date. 14.11.2014 and accepted by the Contracting Authority.
- 5.4 All costs of clearance, transportation, insurance product, installation, instructions and documents necessary for regular use, are charged to the Contractor.

6. Conditions of Delivery

- 6.1 Place and delivery of services will be National Authority For Geospatial Information (ASIG), Rr. "Papa Gjon Pali II", Nr.4 , Kat III, Tiranë, Albania.

7. General Obligations of the Contractor

- 7.1 The Contractor should perform the services and meet his obligations with all efficient and economical efforts, in accordance with the generally accepted professional techniques and practices.
- 7.2 The Contractor must follow best business practices and the use of advanced technology and appropriate and safe methods.
- 7.3 If the contract requires the performance of professional advisory services, the Contractor must always act as a faithful adviser of Contracting Authority, in accordance with the rules and code of conduct of his profession and should always support and safeguard the public interest.
- 7.4 If the contract requires the performance of professional advisory services, the Contractor shall exercise full caution in relation with third parties including the media and should not take part in actions that are beyond his powers in representing the Contracting Authority.

8. Special Obligations of the Contractor

- 8.1 The Contractor shall perform all services as specified in Annex, the terms of reference and tender documents.
- 8.2 The Contractor shall present to the Contracting Authority all services, in the specified quantities, as required by the contract, including, but not limited by, all reports, documents, studies, drawings and related plans.



- 8.3 The Contractor should provide reports related to the implementation of the services as required by the contract.

9. Specifications and Drawings

- 9.1 If the contract requires the design services, the Contractor shall draw up all specifications and designs using accepted systems and the generally acceptable to the Contracting Authority and take into account the most recent standards.
- 9.2 If the contract requires the design services, the Contractor must ensure that all specifications, drawings and other requirements have been prepared under neutral as regards the promotion of competition in the procurement of drawing objects.

10. Permits and Licenses

- 10.1 The Contractor shall be responsible for providing permits or licenses as required by the Laws of the Republic of Albania to perform the Services under this contract unless the parties agree otherwise.

11. Removal and Replacement of Key Personnel

- 11.1 The Contractor should provide prior written approval from the Contracting Authority before the removal or replacement of key personnel as described in the Contractor's bid.
- 11.2 The Contractor should replace any employees in the Contracting Authority finds that a person has committed illegal acts or the Contracting Authority is quite disappointed in person.
- 11.3 If it becomes necessary to replace any of the key personnel, the Contractor should provide as a replacement a person with qualifications equivalent or better.
- 11.4 The Contractor will pay additional costs for replacement of key personnel unless the replacement has come from negligence or lack of care of the Contracting Authority.

12. Professional Liability Insurance

- 12.1 The Contractor should keep insurance for professional liability, according to the rules and practices of the profession generally known to be indemnified by the Contracting Authority for damage caused by negligence, errors or omissions in the performance of the services.
- 12.2 If it is not specified in the contract the minimum amount of insurance, the Contractor should provide insurance in the amount recognized in general as sufficient under the circumstances of services being provided.

13. Insurance

- 13.1 The Contractor shall ensure that he, his employees or any third party and equipment are fully insured against damage that may occur during the execution of this contract.



14. Reporting Requirements

- 14.1 During the duration of the contract, the Contractor shall provide reports to the Contracting Authority as defined in the terms of reference and services/performance schedule

15. Delays in Implementation and Extension of Time Limits

- 15.1 Except when it is otherwise provided, the Contractor should start to implement the contract, immediately after its signing.
- 15.2 Except when the Contracting Authority agrees for an extension of the contract time limits, the Contracting Authority has the right to liquidate the damages for the delay in implementation, if the Contractor fails to deliver the services within the period of the contract.
- 15.3 The Contracting Authority can deduct the value of liquidated damages from the amount that should be paid to the Contractor. In this case, the Contracting Authority should give to the Contractor a written notification on the value and reason of such deduction.
- 15.4 The Contracting Authority should agree on an extension of the time limits, in cases of Force Major.
- 15.5 The Contracting Authority can agree on an extension of the time limits, even in other circumstances, if it is in the public interest. If the Contractor encounters conditions that obstruct the implementation in time, the Contractor promptly should notify in writing the Contracting Authority regarding the delay, the causes and the proposed date for the delivery or the conclusion. The Contracting Authority should assess the request. If the Contracting Authority agrees with the delay, the extension will come into force with a written amendment of the contract, signed by the Contracting Authority and the Contractor.

16. Liquidation Damage Related to Delays in Delivery

- 16.1 Liquidated damages for delayed services will be calculated with the daily fees of 2/1000 of the corresponding remaining value, from the total price of the contract, but not less than 25% of the contract value.

17. The system of Temporary Importation

- 17.1 The Albanian government will mediate required permits for the temporary importation system of professional equipment necessary to perform the service.

18. Quality Control

- 18.1 Inspections and tests regarding quality control, prior to acceptance of the product will be organized by the working group (committee) designated by the National Authority For



Geospatial Information (ASIG) to take delivery, committee which will draft the certificate of acceptance of the product up to 30 days after delivery for each lot, training, hardware as well as final acceptance certificate after submission of all product.

- 18.2 The product will be accepted if it meets all the requirements included in the tender documents and terms of reference. The product which does not realize the above requirements will be reproduced.

19. Payment Conditions

- 19.1 Payment for services must be made according to the following file:
- 19.1.1 For Lot I: 60% at the end of the Lot I and 40% at the end Lot III.
- 19.1.2 For Lot II, III, training and delivery of hardware: at the end of the Lot, training and delivery of hardware (specified in Appendix services/performance schedule).
- 19.2 Payment of services should be made within 30 days from the date of each Lot contract acceptance for payment (except Lot I).
- 19.3 The payment will be made in ALL currency.

20. Delays in Payment

- 20.1 Estimated damages incurred as a result of the delay in payment consist in interest commencing from the date of default of the debtor (the Contracting Authority), at the official currency of the country where payment will be made. The percentage of interest is prescribed by law. At the end of each year matured interest is added to the total amount on which mature interest is calculated.
- 20.2 The legal interest is paid, without forcing the creditor (the Contractor) to prove any damage. If the creditor (the Contractor) proves that it has suffered greater damage than legal interest, the debtor (the Contracting Authority) must pay the remaining value of the damage

21. Intellectual Property

- 21.1 All the rights of Intellectual Property, provided by the Contractor during the implementation of the contract, will belong to the Contracting Authority, who may use them as he deems appropriate.
- 21.2 Aerial photograph, the creation of LIDAR data and products derived from them, are property of the Albanian State.
- 21.3 National Authority For Geospatial Information (ASIG) has full rights of copyright on all products obtained from this project.
- 21.4 The Contractor in no case can use these products for his interest or that of third parties.
- 21.5 Except as otherwise provided in the contract, the Contractor, upon completion of the contract, must submit to the Contracting Authority all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, or prepared by the Contractor during the contract.



- 21.6 The Contractor should ensure the Contracting Authority against the lack of responsibility for infringement of rights related to the Intellectual Property, which may arise from the production or distribution of services, according to the contract.
- 21.7 If there is any claim or suit against the Contracting Authority, regarding any infringement of the Intellectual Property, caused during the implementation of the contract or during the use of services, supplied in accordance with the contract, the Contractor must give to the Contracting Authority all the evidence and the necessary information, which is related to the claim or the suit.

22. Corruptive Practices, Conflict of Interest and Inspection of Reports

- 22.1 The Contracting Authority may request the Court to declare the contract illegal if he discovers that the Contractor has committed acts of corruption. Corruptive acts include actions described in Article 26 of the Public Procurement Law.
- 22.2 The Contractor shall not be associated (present or past) with any consultant or units that participated in the preparation of tender documents for this procurement.
- 22.3 The Contractor agrees to exclude himself from the procurement of goods, services or works that may ensue as a result of, or in connection with this contract.
- 22.4 The Contractor shall allow the Contracting Authority to inspect the accounts and records relating to the implementation of the contract or to have them audited by auditors appointed by the Contracting Authority.

23. Confidential Information

- 23.1 The Contractor and the Contracting Authority should keep confidential all the documents data and information provided by the other party, in relation to the contract.

24. Amendment of the Law and Rules

- 24.1 If after the date of signing the contract, is enacted, promulgated or amended any law, regulation, ordinance, order or procedure having the effect of law in Albania, that affects the conditions, including the date of delivery, or contract price, terms or contract price shall be adjusted to the extent that the Contractor has been affected to the fulfillment of its obligations under the contract.

25. Force Majeure

- 25.1 The Contractor shall not be liable for the loss of the Contract Security, for liquidated damages or termination for default if and to the extent that its delay in performance or other failure to implement its obligations under the contract is the result of an event of Force Majeure.
- 25.2 For the purposes of this article, "Force Majeure" means an unforeseen event beyond the control of the Contractor on the fault or negligence. Such events may include, but are not limited to the actions of the Contracting Authority either in its sovereign capacity or, war



or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions and transit embargoes.

25.3 If Force Majeure occurs, the Contractor shall promptly notify the Contracting Authority. Unless the Contracting Authority gives different directives, the Contractor shall continue to perform its obligations under the contract at a reasonable extent and shall seek all reasonable alternative means for performance which are not obstructed by the Force Majeure.

26. Negotiations and Amendments

26.1 The parties will not negotiate for modifications or amendments in any of the elements of the contract, which would considerably change the conditions constituting the basis for the selection of the Contractor.

26.2 No amendment or other variation of the contract shall be valid unless it is in writing, is dated, expressly refers to the contract and signed by an authorized representative of the Contractor and the Contracting Authority.

26.3 Any giving up of rights, powers or corrections of the parties that may be made under the contract must be in writing, dated and signed by an authorized representative of the party who gives up the right, and must specify the right and the extent of it.

27. Modification of Order

27.1 The Contracting Authority reserves the right to order additional services up to an amount not exceeding 20% of the total contract price. Any extra request must be made in a manner consistent with the rules and procedures stipulated in the Public Procurement Law.

28. Termination for Non-Fulfillment

28.1 The Contracting Authority may terminate the contract in whole or in part, if:
a) The Contractor fails to perform the services within the period specified in the contract or within any extension granted; or,
b) The Contractor fails to perform any other obligation under the contract.

28.2 The Contracting Authority shall give written notice of termination for the cancellation for non-fulfillment and grant the Contractor 15 days to to adjust the non-fulfillment unless the termination is for corrupt or illegal actions, in which case the termination shall be immediate.

29. Termination for Bankruptcy

29.1 The Contracting Authority may terminate the contract at any time if the Contractor becomes bankrupt or insolvent.

29.2 The Contracting Authority shall give written notice of termination.

30. Termination for Public Interest

- 30.1 The Contracting Authority may terminate the contract at any time if it determines that this action must be taken to best serve the public interest.
- 30.2 The Contracting Authority must give the Contractor written notice of termination.
- 30.3 The Contracting Authority shall pay the Contractor for all services performed before the termination and shall pay the Contractor damages for partial performance of the Services. In calculating the amount of damages, the Contractor will be required to take all actions necessary to minimize the damage.

31. Transfer of Rights

- 31.1 The Contractor shall not transfer, in whole or in part, its obligations under the contract except with the prior consent of the Contracting Authority.

32. Contract Warranty

- 32.1 Contract warranty in the amount of 10% of the bid, VAT included, in the form bank guarantee was provided by the Contractor to ensure the execution of its obligations under the contract.
- 32.2 The amount of contract warranty is paid to the Contracting Authority as compensation for any loss resulting from the Contractor's failure to fulfill its obligations under the contract.
- 32.3 Contract warranty shall be returned immediately to the Contractor under the following form:
- 50% of the contract warranty will be returned to the Contractor not later than 30 days following the date of the overall product (final acceptance certificate), while the rest (50%) of the deposit will be returned to the Contractor not later than 30 days after the end of the warranty period.
- 32.4 The term of the warranty will be one year and will be calculated after the issuance of the final acceptance certificate.

33. Representation of the Parties

- 33.1 Each party shall appoint in writing a person or organizational position that will be responsible, on behalf of the party, for receiving statements and party representation in matters related to the execution of the contract.
- 33.2 Each party shall notify the other of any change in the appointment of representatives of the party. If a party fails to give notice, should assume any loss caused by the failure to give adequate notice.
- 33.3 The Parties may appoint additional persons or organizational units to represent the party in the specific actions or activities, in written, in which case it must determine the extent of the representative's authority.



34. Notifications

- 34.1 Any notice given by one party to the other under this contract shall be made in writing to the address specified in the contract.
- 34.2 A notice shall be effective when delivered.

35. Calculation of Time Limits

- 35.1 All references to days shall be calendar days unless otherwise agreed.

36. Settlement of Disputes

- 36.1 The Contracting Authority and the Contractor shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this agreement, by direct negotiation.
- 36.2 If the parties fail to resolve the dispute or conflict, problems will be considered through dispute settlement under the contract and legal procedures in force under the legislation of the Republic of Albania. The competent court shall be the Tirana District Court.

37. Integral Part of the Contract

- 37.1 General and special conditions of contract, tender documents and bid submitted will be an integral part of this contract.

For the Contracting Authority

Benet Beci

Executive Director



For the Contractor

AEROSISTEMI s.r.l.
Dr. Ing. Sarino Salvatore Vecchio
Dr. Ing. Sarino Salvatore Vecchio

Aerosistemi, Legal Representative & CEO

Dr. Ing. Paul Hartfiel

Hansa Luftbild, Legal Representative & CEO

28.1.2015

261

ANNEX A

Nr	Region	Oriented aerial photography		Digital Orthophoto (RGB/CIR)		LiDAR scanning & DTM production		Delivery time
		Area (km ²)	Resolution (cm)	Area (km ²)	Resolution (cm)	Siperfaqja (km ²)	Lidar Data point/m ²	
LOT 1								
1	Tirane	224.97	8	224.97	8	224.97	5	30/03/2015
2	Tirane-Durres	62.20	8	62.20	8	62.20	5	30/03/2015
3	Durres	61.67	8	61.67	8	61.67	5	30/03/2015
4	Vlore	48.70	8	48.70	8	48.70	5	30/03/2015
5	Kavaje	26.48	8	26.48	8	26.48	5	30/03/2015
6	Sarande	16.47	8	16.47	8	16.47	5	30/03/2015
7	Shkoder	133.66	8	133.66	8	133.66	5	15/04/2015
8	Elbasan	46.64	8	46.64	8	46.64	5	15/04/2015
9	Berat	27.33	8	27.33	8	27.33	5	15/04/2015
10	Korçe	26.71	8	26.71	8	26.71	5	15/04/2015
11	Lezhe	23.58	8	23.58	8	23.58	5	15/04/2015
12	Fier	22.07	8	22.07	8	22.07	5	15/04/2015
13	Pogradec	19.62	8	19.62	8	19.62	5	15/04/2015
14	Lushnje	17.03	8	17.03	8	17.03	5	15/04/2015
15	Gjirokaster	16.34	8	16.34	8	16.34	5	15/04/2015
16	Kuçove	16.24	8	16.24	8	16.24	5	15/04/2015
17	Mamurras	15.57	8	15.57	8	15.57	5	15/04/2015
18	Cerrik	14.25	8	14.25	8	14.25	5	15/04/2015
19	Laç	13.06	8	13.06	8	13.06	5	15/04/2015
20	Ballsh	10.19	8	10.19	8	10.19	5	15/04/2015
21	Velipoje	9.99	8	9.99	8	9.99	5	30/04/2015
22	Peshkopi	9.92	8	9.92	8	9.92	5	30/04/2015
23	Bulqize	8.55	8	8.55	8	8.55	5	30/04/2015
24	Kukes	8.33	8	8.33	8	8.33	5	30/04/2015
25	Koplik	7.21	8	7.21	8	7.21	5	30/04/2015
26	Maliq	7.18	8	7.18	8	7.18	5	30/04/2015
27	Patos	7.02	8	7.02	8	7.02	5	30/04/2015
28	Kruje	6.94	8	6.94	8	6.94	5	30/04/2015
29	Rreshen	6.88	8	6.88	8	6.88	5	30/04/2015
30	Ksamil	6.01	8	6.01	8	6.01	5	30/04/2015
31	Permet	5.91	8	5.91	8	5.91	5	30/04/2015
32	Burrel	5.83	8	5.83	8	5.83	5	30/04/2015
33	Selenice	5.68	8	5.68	8	5.68	5	30/04/2015
34	Delvine	5.68	8	5.68	8	5.68	5	30/04/2015
35	Rrogozhine	5.62	8	5.62	8	5.62	5	30/04/2015
36	Perrenjas	5.25	8	5.25	8	5.25	5	30/04/2015
37	Tepelene	4.87	8	4.87	8	4.87	5	30/04/2015
38	Erseke	4.76	8	4.76	8	4.76	5	30/04/2015
39	Gramsh	4.63	8	4.63	8	4.63	5	30/04/2015

262

40	Librazhd	4.23	8	4.23	8	4.23	5	30/04/2015
41	Bajram Curri	4.02	8	4.02	8	4.02	5	30/04/2015
42	Maqellare	3.95	8	3.95	8	3.95	5	30/04/2015
43	Divjake	3.64	8	3.64	8	3.64	5	30/04/2015
44	Peqin	3.59	8	3.59	8	3.59	5	30/04/2015
45	Konispol	3.39	8	3.39	8	3.39	5	30/04/2015
46	Poliçan	3.35	8	3.35	8	3.35	5	30/04/2015
47	Puke	3.23	8	3.23	8	3.23	5	30/04/2015
48	Himare	3.05	8	3.05	8	3.05	5	30/04/2015
49	Roskovec	3.03	8	3.03	8	3.03	5	30/04/2015
50	Bilisht	3.03	8	3.03	8	3.03	5	30/04/2015
51	Fushe Arrez	2.91	8	2.91	8	2.91	5	30/04/2015
52	Memaliaj	2.70	8	2.70	8	2.70	5	30/04/2015
53	Krume	2.65	8	2.65	8	2.65	5	30/04/2015
54	Belsh	2.53	8	2.53	8	2.53	5	30/04/2015
55	Libohove	2.47	8	2.47	8	2.47	5	30/04/2015
56	Çorovoda	2.38	8	2.38	8	2.38	5	30/04/2015
57	Rubik	2.35	8	2.35	8	2.35	5	30/04/2015
58	Kelcyre	1.33	8	1.33	8	1.33	5	30/04/2015
59	Leskovik	1.13	8	1.13	8	1.13	5	30/04/2015
LOT 2								
60	A	978.00	20	978.00	20	978.00	2	30/06/2015
61	B	2692.00	20	2692.00	20	2621.00	2	30/06/2015
62	C	1454.00	20	1454.00	20	1289.00	2	30/06/2015
63	D	710.00	20	710.00	20	692.00	2	31/08/2015
64	E	840.00	20	840.00	20	840.00	2	31/08/2015
65	F	1606.00	20	1606.00	20	1606.00	2	31/08/2015
66	G	1237.00	20	1237.00	20	1111.00	2	31/08/2015
67	H	550.00	20	550.00	20	550.00	2	31/08/2015
68	I	273.00	20	273.00	20	273.00	2	31/08/2015
LOT 3								
69	J	412.10	35	412.10	35	412.17	1	31/10/2015
70	K	5575.00	35	5575.00	35	5575.00	1	31/10/2015
71	L	1685.00	35	1685.00	35	1685.00	1	31/10/2015
72	M	4595.00	35	4595.00	35	4595.00	1	30/11/2015
73	N	4313.00	35	4313.00	35	4313.00	1	30/11/2015
74	O	236.36	35	236.36	35	205.00	1	11/12/2015
75	P	563.54	35	563.54	35	563.83	1	11/12/2015
TRAINING								
76		5 days training/demonstration for 5 competent ASIG staff (location to be negotiated) 5 days training/demonstration for 5 competent ASIG staff (location to be negotiated)						23/02/2015
DEVICES								
77		Hardware to store delivered data						30/03/2015
78		Hardware (workstation, a- 3D- topomouse, 3D Glasses, etc) as specified in the Terms of Reference						23/02/2015