

Consultancy Service Contract

Between

Albanian Development Fund

And

**Temporary joint venture of “Dogma” vuzri & “Studio B&L” sh.p.k.
for**

**“Preparation of Regional Strategic Vision and Detailed Urban
Projects for urban improvement of Durana:**

Tirane - Durres Economic Corridor,

Lot 2, phase II”



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Tiranë Albania

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CONTRACT FORM

Title of Contract: **“Preparation of Regional Strategic Vision and Detailed Urban Projects for urban improvement of Durana: Tirane - Durres Economic Corridor, Lot 2, phase II”.**

This Contract is entered on 18. 11. 2015 between the Albanian Development Fund, hereinafter referred to as "Contracting Authority" having its principal place of business at Rr. "Sami Frasheri", Nr. 10, Tirana, Albania, and temporary joint venture of "Dogma" vuzrl & "Studio B&L" sh.p.k. ("the Contractor") having its principal office located:

"Dogma" vuzrl, Langendaallaan 25 3001 Heverlee, Belgium,
"Studio B&L" sh.p.k., Tirana, Albania

Whereas the Contracting Authority launched a request for services, referring to procurement of consultancy services for **“Preparation of Regional Strategic Vision and Detailed Urban Projects for urban improvement of Durana: Tirane - Durres Economic Corridor, Lot 2, phase II”.**

Whereas the Contractor, through his bid, dated on 04. 11. 2015 agrees to offer the services, as specified in the conditions set in:

- this Contract Form
- the Bid Form Statement, submitted by the Bidder
- the General Admissibility / Qualification Requirements
- the Terms of Reference (Scope of Work)
- the General Conditions of the Contract
- the Specific Conditions of the Contract
- the Notification of Award by the Contracting Authority
- the Contract Security Form

All these documents, attached hereto constitute an integral part of this contract.

The Contracting Authority accepts the bid from the contractor, in an amount of **9,102,600** (nine million one hundred and two thousand and six hundred) Albanian Leke (VAT Excluded), or **10,923,120** (ten million nine hundred twenty three thousand and one hundred and twenty) Albanian Leke (VAT included) for its services;

The parties agree as follows:

1. The Contractor should present a Security Contract in the amount of: 1,092,312 Albanian Leke, in the form of: insurance bond on the date or prior to the date indicated in the notification of award.
2. The Contractor is required to conduct services for the contracting authority as required in this contract.



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3. The Contracting Authority is obligated to pay for the conducted services, at the amount provided in this contract.
4. In this Contract Form, words and expressions shall have the same meaning assigned to them in the Conditions of Contract.
5. The Parties to this contract are responsible for inadequate or failure for implementation of their contractual obligations and for damages caused to both parties as a result of lack of implementation, which are considered subject to compensation, complying with the Contract's Conditions.

Today, on 18.11 . 2015 the Parties agree to sign this Contract Form.

For the Contracting Authority

Albanian Development Fund

Signed by: Benet BECI
Title: Executive Director

For the Contractor

Temporary JV "Dogma" vuzrl & "Studio 3&L" sh.p.k.

For "Dogma" vuzrl

Signed by:

For "Studio B&L" sh.p.k.

Signed by:

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GENERAL CONDITIONS OF THE CONTRACT

Consultancy Services

Article 1 Purpose

- 1.1 These General Conditions of the Contract (GCC) shall apply for the purchase of Consultancy Services.
- 1.2 The Law of the Republic of Albania 'On Public Procurement' provides that the provisions of the Civil Albanian Code shall apply to the contracts of public procurement. Some provisions of this Code are expressed in the GCC as well, in order to increase the level of transparency in the contractual conditions. However, quoting some provision in this part, does not deny in any way the application of the other provisions of the Civil Code for this contract.
- 1.3 Similarly, some provisions of the Law on Public Procurement are expressed again in the GCC, in order to increase transparency in the law which regulates public procurement. However, the quoting of some provisions in this part, does not deny the application of other provisions of the Law on Public Procurement, regarding the parties' rights, duties and obligations.
- 1.4 The GCC shall apply to the extent they do not leave behind the conditions or provisions, foreseen in other parts of the contract.

The conditions of the contract also include the Special conditions of the Contract (SCC). In case of conflict between GCC and SCC, SSC shall prevail on the GCC.

Article 2: Definitions

- 2.1 "Contract" means the written agreement between the Contracting authority and the Contractor, which comprises the Tender Documents, including GCC and SCC, all attachments and completed forms, which are referred in each document.
- 2.2 "Contract Price" means the price to be paid to the Contractor, in accordance with the contract for the complete and precise implementation of his contractual obligations.
- 2.3 "Object of Contract" means all the Goods and the Related Services that the contractor shall provide, complying with the conditions of the contract.
- 2.4 "Party (-ies)" mean the signatories of the contract.
- 2.5 "Contracting Authority" means the Contracting Authority which is a party to this Contract, and which contracts the Goods of this contract. This term shall have the same meaning with the one defined in the law.
- 2.6 "Contractor" means the natural or legal person, which is party in this contract and, in accordance with the provisions of this contract, is the one who supplies the Goods.
- 2.7 "Services" means all the tasks to be fulfilled by the Contractor according to the contract.



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- 2.8 “Terms of Reference” express the object and purpose of the contract; define the duties, requirements, objectives, distribution, location and delivery of services to be provided.

Article 3 Drafting of the Contract

- 3.1 The notification of the awarded tender shall serve for the preparation of the contract between the parties, which should be signed within the time limit, expressed in the Tender Documents.
- 3.2 The existence of the contract shall be confirmed with the signature of the contract document, embodying all the agreements between the parties.

Article 4: Corrupted Practices, Conflict of Interest and Inspection of Reports

- 4.1 The Contracting Authority can request the Court to declare as illegal the contract, if he discovers that the Contractor carried out corruptive acts. Corruptive acts include all acts described in Article 26 of the Law on Public Procurement.
- 4.2 The Contractor should not have relations (current or past ones) with any of the consultants or any other entity, which participated in the preparation of the Tender Documents for the named procurement.
- 4.3 The Contractor agrees to exclude himself from the procurement of goods, services or construction that may ensue as a result of or in connection with, this contract.
- 4.4 The Contractor should allow the Contracting Authority to inspect the accounts and the registers, which are related to the implementation of the Contract, or to nominate people appointed by the Contracting Authority, as controllers to inspect them.

Article 5: Confidential Information

- 5.1 The Contractor and the Contracting Authority should keep as confidential all the documents, data and other information provided by the other party, in relation with the Contract.
- 5.2 The Contractor can give to a Sub-contractor such documents, data or other information taken by the Contracting Authority to the extent required by the Sub-contractor to carry out its part of the work, in accordance with the Contract. In these cases, the Contractor shall include in his contract with the Sub-contractor a provision, which deals with confidentiality, as mentioned above in Paragraph 5.1.

Article 6: Intellectual Property

- 6.1 Except when otherwise provided in the Contract, all the rights of intellectual property, provided by the Contractor during the implementation of the Contract, shall belong to the Contracting Authority, which may use them, as it deems appropriate.
- 6.2 Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, should submit to the Contracting Authority all the reports and other data, such as maps, diagrams, specifications, plans, accounts, statistics and supporting registers or materials gathered or prepared by the Contractor during the implementation of the Contract.



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The Contractor can keep copies of these documents and data, but he should not use them for purposes, which are not related to the Contract, without a preliminary written permission of the Contracting Authority.

- 6.3 The Contractor should insure 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 Goods, in accordance with the Contract.
- 6.4 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 Goods, supplied in accordance with the Contract, the Contractor should provide to the Contracting Authority all the evidence and the necessary information, which is related to the named indictment or claim.

Article 7 General Obligations of the Contractor

- 7.1 The Contractor shall perform services and fulfill its obligations with all efforts, efficient and economic techniques and in accordance with accepted professional practices in general.
- 7.2 The Contractor shall follow safe business practices and utilize advanced technology and convenient and safe methods.
- 7.3 If the contract requires the performance of professional advisory services, the Contractor shall always act as a faithful adviser of the Contracting Authority, in accordance with the rules and code of conduct of his profession and should always support and protect the public interest.

If the contract requires the performance of professional advisory services, the Contractor shall exercise full care in relationships with third parties including the media and should not take part in actions that are outside its competence in the representation of the Contracting Authority.

Article 8 Special Obligations of the Contractor

- 8.1 The Contractor shall perform all services as specified in the Terms of Reference.
- 8.2 The Contractor shall submit to the Contracting Authority, all services, in quantities determined, as required by the contract including, but not limited, all reports, documents, studies, drawings and plans.
- 8.3 The Contractor shall provide reports related to the implementation of the Services as required in the contract.

Article 9 Specification and Drawings

- 9.1 If the contract requires mapping services, the Contractor shall draw all the specifications and drawings of systems using accepted and generally recognized acceptable to the Contracting Authorities and take into account the latest standards.



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9.2 If the contract requires mapping services, the Contractor shall ensure that all specifications, drawings and other requirements have been prepared under neutral in terms of promotion of competition in the procurement of drawing objects.

Article 10 Permits and Licenses

10.1 The Contractor shall be responsible for securing permits or licenses as required by the laws of the Republic of Albania for the delivery of services in this contract already the case when the parties agree otherwise.

Article 11 Replacement of the key personnel

11.1 The Contractor shall provide prior written approval by the Contracting Authority before the removal or replacement of key personnel as described in Contractor's bid.

11.2 The Contractor shall replace any employee in the contracting authority finds that a person has committed illegal acts or contracting authority is quite satisfied with the work of the person.

11.3 If it becomes necessary to replace any key personnel, the Contractor shall provide as a replacement a person with equivalent qualifications or better.

11.4 The Contractor shall pay the additional cost for replacement of main personnel unless the substitution has been the cause of the negligence or lack of care to the Contracting Authority.

Article 12 Location

12.1 Services must be performed at the place or places specified in the contract.

12.2 If the country is not specified, the Contracting Authority reserves the right to approve the place or places of service delivery, however, approval should not be delayed unreasonably.

Article 13 Insurance of Professional Responsibility

13.1 The Contractor shall maintain professional liability insurance for under the rules and practices generally recognized in the profession to reimburse the Contracting Authority for damages resulting from negligence, errors or omissions in the performance of the Services.

13.2 When not defined in the minimum amount of insurance contract, the Contractor shall provide insurance in an amount generally recognized as sufficient under the circumstances of the services being provided.

Article 14 Contract Price

14.1 The contract price shall be the price submitted with the Contractor's tender and accepted by the Contracting Authority.



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Article 15 Payment terms

- 15.1 The contract price, including any advance payment, should be paid on time, as specified in the Contract.
- 15.2 Except when otherwise provided in another provision of the Contract, the payment shall be effectuated with Albanian currency. The exchange rate for different currencies shall be the rate of the Bank of Albania of the day the contract notice was sent, as established in the contract.
- 15.3 Except when otherwise provided in another provision of the Contract, the Contractor's request for payment shall be addressed in writing to the Contracting Authority. For any request the Contractor shall submit the original and the copy, accompanied by a list of items describing the services rendered, for which payment should be made.
- 15.4 Except when otherwise provided in another provision of the Contract, the payment for the Goods shall be effectuated within 30 calendar days, from the day the Goods have been accepted, or the day of request receipt, whichever comes later.
- 15.5 The date of payment shall be the date when funds are transferred from the bank account of the Contracting Authority.

Article 16 Delays in Payment

- 16.1 The compensation of damages, which were caused by delays in payment, consist in the usury gathered from the date of the beginning of delay (by the Contracting Authority) in the official currency of the country where the payment shall be effectuated. Law shall establish the percentage of the interest. At the end of each year, the interest shall be added to the total amount, on which they are calculated.
- 16.2 The legal interest is paid without forcing the creditor (the Contractor) to prove any damage. If the creditor (the Contractor) proves that he has undergone a higher damage than the legal interest, the debtor (Contracting Authority) should pay the remaining value of the damage.

Article 17 Amendment of the Law and Rules

- 17.1 If, after the date of contract signing, any law, regulation, directive or procedure with the effect of the law in the Republic of Albania comes into force, is issued or amends and affects the conditions, including the date of delivery, or the contract price, the terms and conditions and the price of the Contract shall be regulated at the extent the Contractor has been affected in meeting his obligations, in accordance with the Contract.

Article 18 Force Major

- 18.1 The Contractor should not be held responsible for the loss of the Contract Security, for liquidated damages or cancellation for non-fulfillment, if, and to the extent the delay or any other failure in carrying out his obligations in accordance with the contract, is the result of a force major.



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- 18.1 For the purposes of this article, "Force Major" means an unforeseen happening or event outside the control of the Contractor regarding fault or negligence. These events can include, but are not limited to the actions of the Contracting Authority, in its sovereign or contractual capacities, war or revolutions, fire, flood, earthquake, epidemics, quarantine pressure and transit embargo.
- 18.2 If a situation of a force major occurs, the Contractor should immediately notify the Contracting Authority. Except when the Contracting Authority gives different directives, the Contractor should continue implementing all its obligations, in accordance with the Contract, at a reasonable extent, and should require all reasonable means for this implementation, which are not obstructed by any Force Major.

Article 19 Delays in Implementation and Extension of Time Limits

- 19.1 Except when otherwise provided, the Contractor should start to implement the Contract, immediately following its signing.
- 19.2 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 Goods within the complete execution period, as specified in the Contract.
- 19.3 The Contracting Authority may deduct the value of liquidated damages from the amount to 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.
- 19.4 The Contracting Authority should agree on an extension of the time limits, in cases of force major.
- 19.5 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, which obstruct the implementation in time, the Contractor shall promptly notify in writing the Contracting Authority regarding the delay, the causes and the date proposed for the delivery or the conclusion. The Contracting Authority should evaluate the request. If the Contracting Authority agrees with the delay, the extension shall entry into force with a written amendment of the Contract, signed by the Contracting Authority and the Contractor.

Article 20 Liquidated Damages for Delayed Submission

- 20.1 Liquidated damages for delayed goods delivery shall be calculated with the following daily fees:
- a) For contracts with an implementation period, not more than 6 months, the daily fee shall be 4/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.
 - b) For contracts with an implementation period, not more than 12 months, the daily fee shall be 2/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.



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- c) For contracts with an implementation period more than 12 months, the daily fee shall be 1/1000 of the corresponding remaining value, from the total price of the Contract, but not less than 25% of the contract value.

Article 21 Negotiations and Amendments

- 21.1 The parties shall 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.
- 21.2 No amendment or any other contract variation shall be valid without being in written form, dated and referring expressly to the Contract, or if it is not signed by an authorized representative of the Contractor and of the Contracting Authority.
- 21.1 Any waiving from rights, powers or corrections of the parties, in accordance with the Contract, shall be done in writing, shall have a date and should be signed by an authorized representative of the party, which withdraws from such right, and should specify the right and the extent of it.

Article 22 Modification of Order

- 22.1 The Contracting Authority reserves the right to order additional services up to an amount which does not exceed 20% of the total price of the contract. Each additional order shall be made consistently and in accordance with the rules and procedures anticipated in the Law for Public Procurement.

Article 23 Suspension due to Default

- 23.1 The Contracting Authority may cancel the Contract, completely or partly, if:
- a) The Contractor fails to complete the delivery of Goods within the specified time limit in the Contract, or within the granted extension; or,
 - b) The Contractor fails to fulfill any other obligation of the Contract.

Article 24 Cancellation due to Bankruptcy

- 24.1 The Contracting Authority may cancel the Contract at any time, if the Contractor is bankrupt or becomes unable to pay.
- 24.1 The Contracting Authority should give to the Contractor a written notification regarding the cancellation.

Article 25 Cancellation in the public interest.

- 25.1 The Contracting Authority may cancel the Contract at any time, if it deems that this decision shall be taken, in order to better serve the public interest.
- 25.2 The Contracting Authority should give a written notification to the Contractor, regarding this cancellation.



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25.1 The Contracting Authority should pay the Contractor for all accepted Goods and related Services, which were delivered prior to cancellation and should pay the Contractor for the damages caused by the partial delivery of Goods and Related Services. While calculating the value of damages, the Contractor shall be required to undertake all necessary actions, in order to minimize the damages.

Article 26 Sub-Contracting

26.1 Sub-contracting shall be valid only if it exists in the form of a written agreement, through which the Contractor accredits a part of the contract's obligations to a third party.

26.2 The Contractor shall not sub-contract without a prior written approval of the Contracting Authority and not more than 40% of the contract value. The Contractor should notify the Contracting Authority regarding the Contract elements, which have been sub-contracted and regarding the documentation that proves the capability of the Sub-contractor. Within 5 days from the receipt of notification, the Contracting Authority should notify the Contractor about his decision, expressing the reasons whether he approves it or not.

26.3 Every Sub-contractor should have the right to participate in public procurement, in accordance with the Law on Public Procurement. The Contracting Authority may foresee direct payments for the sub-contractor in return of goods that he shall supply.

26.4 When the Contractor intends to perform a part of work with subcontractors, must submit the bid, the tender documents, all documentation required for subcontractors as well as concrete work that will give the subcontracting.

26.5 The Contractor remains fully responsible for the contract implementation, regardless the sub-contractor's performance.

Article 27 Transfer of Rights

27.1 The Contractor should not completely or partly, transfer his obligations according to the Contract, except when preliminary approval of the Contracting Authority is taken.

Article 28 Contract Insurance

28.1 Within 30 days from the receipt of the notification for the contract award, the Contractor should give to the Contracting Authority the guarantee of a Contract Insurance at the acceptable amount and form, as specified in the Contract. Failure in providing a Contract Insurance in the required form and amount, within 30 days, shall result in the cancellation of the Contract and in the forfeit of the Contractor's Tender Insurance.

28.2 The amount of the Contract Insurance shall be paid to the Contracting Authority as a compensation for any loss, resulting from failure of the Contractor in meeting his obligations, in accordance with the Contract.

28.3 The contract insurance will be paid back to the Contractor not later than 30 days after the date of implementation of Services.

Article 29 Legal framework



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29.1 The Contract shall be governed and interpreted following the Laws of the Republic of Albania.

Article 30 Settlement of Disputes

30.1 The Contractual Authority and the Contractor must make any possible effort to settle disagreements or conflicts between them or regarding this agreement through direct negotiations.

30.2 If the parties fail to settle the disagreement or conflict, the problems will be considered through the dissolution of agreements according to the contract and the law procedures in force in virtue of the legislation of the Republic of Albania.

Article 31 Representation of Parties

31.1 Each party must nominate by a written document a person or organizational position, which will be responsible, on behalf of the party, for the receipt of communications and the representation of the party during the contract's execution.

31.2 Each party must immediately inform the other party on any modification in the nomination of party's representative. If one of the parties fails to inform the other, it must assume any losses caused as result of the failure to give sufficient notice.

31.3 The parties may nominate additional organizational units or persons to represent the party in specific actions or activities. In this case, the written notice must specify the extent of representative's authority.

Article 32 Notices

32.1 Any notice given by one of the parties to the other party according to the contract must be written in a document in the address specified in the contract.

32.2 The notice will come into effect immediately upon handing over.

Article 33 Calculations of Deadlines

33.1 All day references will be given in calendar days unless otherwise stipulated.



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SPECIAL CONDITIONS OF THE CONTRACT

Consultancy Services

The following special conditions of the Contract will be a complement part of the General Conditions of the Contract. In case of discrepancies between the GCC and SCC, the SCC shall prevail.

Article 1 Definitions

- 1.1 The Contracting Authority is: Albanian Development Fund.
- 1.2 The Contractor is: Temporary joint venture of “Professionele Vennootschap Dogma” & “Studio B&L” sh.p.k.

Article 2 Performance Security

- 2.1 Performance security in the amount of (10% of the contract value) should be offered from the contractor to ensure the execution of his duties according to the contract.
- 2.2 Performance security shall be issued or returned, immediately to the Contractor according to the following form: *Thirty days after the completion of the contract.*

Article 3 Commencement of the Contract

- 3.1 The execution of the contract shall commence after the contract signing.

Article 4 Location of Services

- 4.1 The services shall be carried out in: Tirana, Albania.

Article 5 Information to be given by the Contracting Authority

- 5.1 Within 15 days after the contract signing, the Contracting Authority shall furnish the following information and documents to the Contractor: In accordance with TOR.

Article 6 Reporting Requirements

- 6.1 During contract duration, the Contractor shall provide records for the Contracting Authority according to the following Schedule: In accordance with TOR.

Article 7 Insurance of Professional Responsibility

- 7.1 Before the commencement of contract execution, the Contractor shall provide the Contracting Authority with evidence for the insurance of professional responsibility with a minimum amount as follows: a minimum amount equal with the price defined in the tender documents for the Project execution and will endure until the end of the Project implementation.

Article 8 Terms of Payment



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8.1 Payment for Services shall be made as follows hereunder:

- 45% of the Contract amount upon acceptance of deliverables of the FAST TRACK phase, Component A, as specified in the Terms of Reference.
- 40% of the Contract amount upon acceptance of deliverables of the FAST TRACK phase, Component B, as specified in the Terms of Reference.
- 15% of the Contract amount upon acceptance of deliverables of the SLOW TRACK phase, as specified in the Terms of Reference.

8.1 Each payment listed in paragraph 8.1 shall be made within 30 days upon submission from the date of tax invoice receipt and the documents specified in paragraph 8.1 after it is signed the act of acceptance for the execution of service by the representative of Contracting Authority. If left blank, each payment shall be made within 30 (thirty) days.

8.2 The payment currency shall be _____. If left blank, the payment currency shall be Albanian Lek.

8.3 The price of the contract is subject of DCM no. 704, dated 29.10.2014, "On approval of the Manual of tariffs for services in territory planning, designing, supervision and controlling", as amended.

Article 9 Payment in advance

9.1 The Advance payment will be ____ of the contract price. If left blank, the Contractor will not take any advance payment.

9.2 If is promised any advance payment, the advance will be paid within 7 days from the receipt of the Contract Guarantee.

9.3 If any advance payment is paid, the amount will be withdrawn from the interim payments that will be paid to the Contractor according to the following formula:

_____.

Article 10 Contract warranty rebate

10.1 If the warranty provided periodic deduction of the contract she performed as follows

If not met, the guarantee remains unchanged.




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TERMS OF REFERENCE
(Detailed Scope of Work for DURANA LOT 2)

In the frame of this service contract, the Consultant “Dogma vuzrl & Studio B&L sh.p.k.” will deliver the following Fast Track and Slow Track projects, identified in the project idea presented from the Consultant in the design competition phase for the “Preparation of Regional Strategic Vision and Detailed Urban Projects for urban improvement of Durana Region: Tirane - Durres Economic Corridor, Lot 2, phase II”.

I. Scope of Work – Sections A, B and C

A. Fast Track – Project Idea Design Projects

1. Project Idea Design of Vorë Pedestrian Bridge 1

- Detailed general plan of Vorë pedestrian bridge 1 (scale 1:300)
- Detailed architectural plan of Vorë pedestrian bridge 1 (scale 1:200)
- Detailed architectural elevations of Vorë pedestrian bridge 1 (scale 1:200)
- Detailed architectural sections of Vorë pedestrian bridge 1 (scale 1:150/ 1:50)
- Details of the structural concept of Vorë pedestrian bridge 1 (scale 1:25)
- Schematic 3D + artistic impressions of Vorë pedestrian bridge 1
- Cost pre-estimation of Vorë pedestrian bridge 1

2. Project Idea Design of Vorë CIVIC CENTRE

- General plan (scale 1:500)
- Landscape Plan (scale 1:200 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Coverage/roof plan+ rain water management scheme (scale 1:100 / 1:50)
- 4 Elevations of of the building (scale 1:100 / 1:75)
- 2 Sections of the building (scale 1:100 / 1:75)
- Architectural & Contruction details (scale 1:10)
- Botanic plan of the garden (scale 1:100) & List of the species used for the garden
- 3D (axonometry/perspective) + images of the building
- Construction site organisation plan (scale 1:150)
- Cost pre-estimation

3. Project Idea Design of Vorë Belvedere

- General plan (scale 1:500)
- Landscape Plan (scale 1:150 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Elevations (scale 1:50)
- Sections (scale 1:50)
- 3D (axonometry/perspective) + images
- Architectural Details (scale 1:10)



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- Cost pre-estimation

4. Project Idea Design of Maminas CIVIC CENTRE

- General plan (scale 1:500)
- Landscape Plan (scale 1:200 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Coverage/roof plan+ rain water management scheme(scale 1:100 / 1:50)
- 4 Elevations of of the building (scale 1:100 / 1:75)
- 2 Sections of the building (scale 1:100 / 1:75)
- Architectural&Contruction details (scale 1:10)
- Botanic plan of the garden (scale 1:100) & List of the species used for the garden
- 3D (axonometry/perspective) + images of the building
- Construction site organisation plan (scale 1:150)
- Cost pre-estimation

5. Project Idea Design of Maminas Belvedere

- General plan (scale 1:500)
- Landscape Plan (scale 1:150 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Elevations (scale 1:50)
- Sections (scale 1:50)
- 3D (axonometry/perspective) + images
- Architectural Details (scale 1:10)
- Cost pre-estimation

6. Project Idea Design of Bërxull CIVIC CENTRE

- General plan (scale 1:500)
- Landscape Plan (scale 1:200 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Coverage/roof plan+ rain water management scheme(scale 1:100 / 1:50)
- 4 Elevations of of the building (scale 1:100 / 1:75)
- 2 Sections of the building (scale 1:100 / 1:75)
- Architectural&Contruction details (scale 1:10)
- Botanic plan of the garden (scale 1:100) & List of the species used for the garden
- 3D (axonometry/perspective) + images of the building
- Construction site organisation plan (scale 1:150)
- Cost pre-estimation

7. Project Idea Design of Bërxull Belvedere

- General plan (scale 1:500)
- Landscape Plan (scale 1:150 / 1:50)
- Architectural Plans (scale 1:100 / 1:50)
- Elevations (scale 1:50)



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- Sections (scale 1:50)
- 3D (axonometry/perspective) + images
- Architectural Details (scale 1:10)
- Cost pre-estimation

8. Other Outputs

8.1 Overall proposal

- Schematic summary of the overall proposal (scale 1:20000)
- Overall projects plan (scale 1:15000)
- Overall plan of fast track interventions (scale 1:10000)

8.2 Motorway beautification & No-built zones

- Plan of the motorway beautification + plan of no-built zones (scale 1: 15000)
- Plan of the motorway beautification (scale 1:100)
- Section of the motorway beautification (scale 1:100)
- Detailed (section) of the motorway beautification (scale 1:25)
- Plan of no build zone vegetation (scale 1:100)
- Sections of no build zone vegetation (scale 1:100)

8.3 Vorë

- General Plan of the interventions in Vorë (scale 1:2000)

8.4 Bërxull

- General Plan of the interventions in Bërxull (scale 1:2000)

8.5 Maminas

- General Plan of the interventions in Maminas (scale 1:2000)

B. Fast Track – Executive Design and Tender Documents for projects A2, A3, A4, A5, A6 and A7

After provision from the Client of the topography and other studies, required from the Consultant, necessary for completion of the project design, the Consultant will deliver the technical part of the tender documents for all the following projects. The deliverables include the drawings, bill of quantities, design report, time implementation schedule and technical specifications for the following Fast Track projects:

1. Executive Design and Tender Documents of Vorë Civic Centre

- Architectural Design
- Structural Design
- Electrical Design (power distribution, telecommunication, fire alarm, signalization, lightning protection, control systems, lighting systems)



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- Mechanical Design (heating/cooling, ventilation, plumbing, water (rain) evacuation system)
- Plumbing Design (water supplying, sewage system, fire protection system)
- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

2. Executive Design and Tender Documents of Vorë Belvedere

- Architectural Design
- Structural Design
- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

3. Executive Design and Tender Documents of Maminas Civic Centre

- Architectural Design
- Structural Design
- Electrical Design (power distribution, telecommunication, fire alarm, signalization, lightning protection, control systems, lighting systems)
- Mechanical Design (heating/cooling, ventilation, plumbing, water (rain) evacuation system)
- Plumbing Design (water supplying, sewage system, fire protection system)
- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

4. Executive Design and Tender Documents of Maminas Belvedere

- Architectural Design
- Structural Design
- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

5. Executive Design and Tender Documents of Bërxull Civic Centre

- Architectural Design
- Structural Design
- Electrical Design (power distribution, telecommunication, fire alarm, signalization, lightning protection, control systems, lighting systems)
- Mechanical Design (heating/cooling, ventilation, plumbing, water (rain) evacuation system)
- Plumbing Design (water supplying, sewage system, fire protection system)



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- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

6. Executive Design and Tender Documents of Bërxull Belvedere

- Architectural Design
- Structural Design
- Technical specifications
- Technical report
- BoQ + Cost estimation
- Time implementation schedule

C. Slow Track

1. Overall proposal, detailed design and cost estimation

The slow-track phase of the project aims at the development of a comprehensive design manual for the territorial development of the entire Durana Lot 2. This manual will be organized in the format of a book (measuring 30x30 cm) and will contain the following list of materials:

1.1 Strategic Plan of DURANA LOT 2

- General project report, text
- Durana Lot 2 Overall Structural Plan, diagram
- Plan of the Strategic Interventions, scale 1:10000
- General Plan, scale 1:10000
- Plan of the Green Areas, scale 1:10000
- Overall Mobility plan (bike, pedestrian and public mobility), scale 1:10000

1.2 Sites of interventions

The fast track projects are only a limited selection of several other interventions (the slow track ones) distributed in the cities and villages located along the motorway Durrës Tirana. The plans of this list will show one by one all these sites of proposed intervention, including all other proposals of pedestrian bridges, proposed green zones, and all civic centers and belvederes along the motorway or between the motorway and the railroad line.

- Overall Aerial View of the Interventions, scale 1:40000
- Borakë Aerial View, scale 1:2000
- Guzaj Aerial View, scale 1:2000
- Karpen Aerial View, scale 1:2000
- Rubjekës Aerial View, scale 1:2000
- Shijak Aerial View, scale 1:2000



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- Maminas Center Aerial View, scale 1:2000
- Maminas East Aerial View, scale 1:2000
- Marikaj Center Aerial View, scale 1:2000
- Marikaj East Aerial View, scale 1:2000
- Sakose Aerial View, scale 1:2000
- Marqinet West Aerial View, scale 1:2000
- Marqinet Center Aerial View, scale 1:2000
- Vorë North Aerial View, scale 1:2000
- Vorë Center Aerial View, scale 1:2000
- Vorë South Aerial View, scale 1:2000
- Vorë e Vjetër Aerial View, scale 1:2000
- Rezervuar Aerial View, scale 1:2000
- Gjakaj Center Aerial View, scale 1:2000
- Gjakaj South Aerial View, scale 1:2000
- Bërxull Center Aerial View, scale 1:2000
- Bërxull South Aerial View, scale 1:2000

Note: The names of the villages are here to be intended as indicative of an approximate position of the interventions along the motorway corridor of Lot 2.

1.3 Overview of the Architectural Elements: model and applications

This is to show the model of the belvedere, the civic centers and the pedestrian bridges and a schematic drawing (taxonomy) of all the bridges, civic centers and belvederes.

- Civic Center: Typical Plan, scale 1:200
- Civic Center: Elevation and Section, scale 1:200
- Civic Center: Taxonomic schemes of all civic centers
- Civic Center: List of Species of the Garden
- Civic Center: Botanic Plan of the Garden, scale 1:500
- Bridge: Typical Plan, scale 1:200
- Bridge: Elevation and Section, scale 1:200
- Bridge: Taxonomic schemes of all pedestrian bridges
- Belvedere: Typical Plan and Elevation, scale 1:200
- Belvedere: Taxonomy
- Facilities: Typical Plan and Elevation, scale 1:200
- Facilities: Taxonomy

1.4 Pilot Projects

- Maminas: General Plan, scale 1:2000
- Maminas: Axonometry
- Vorë: General Plan, scale 1:2000
- Vorë: Axonometry
- Bërxull: General Plan, scale 1:2000



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- Bërxull: Axonometry
- Maminas: Artistic representation (image) of the Civic Center
- Vorë: Artistic representation (image) of the Civic Center
- Bërxullë: Artistic representation (image) of the Civic Center
- Vorë: Artistic representation (image) of the Bridge
- Belvedere: Maminas Site Plan, scale 1:2000
- Belvedere: Vorë Site Plan, scale 1:2000
- Belvedere: Bërxull Site Plan, scale 1:2000
- Maminas: Artistic representation (image) of the Belvedere
- Vorë: Artistic representation (image) of the Belvedere
- Bërxull: Artistic representation (image) of the Belvedere

II. Time Schedule

The Consultant will deliver all deliverables specified in the scope of work in accordance with the following schedule:

1. For the FAST TRACK, component A, within 1 month from the contract signature;
2. For the FAST TRACK, component B, within 2 months from the receipt of the topography and other studies; and
3. For the SLOW TRACK, within 2 months from the date of acceptance of deliverables for Fast Track, component B.

III. Delivery Arrangements

The Consultant will deliver a first copy of the deliverables within the time schedule specified above, in both printed and electronic version.

The Client will give his comments on the deliverables within 2 weeks. The Consultant will review his deliverables in accordance with the Client comments and recommendations and after receipt of final confirmation, will deliver the final projects in three printed copies and one electronic copy, in PDF and CAD within 2 weeks.

The language of the deliverables will be: Albanian language for the FAST TRACK deliverables and both, Albanian and English languages, for the SLOW TRACK deliverables.



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PROPOSAL DECLARATION FORM

Date / / 2015

To: Albanian Development Fund,
Rr. Sami Frashëri, no.10,
Tirana, Albania

Procurement procedure: Negotiation without prior notification

Brief Description of Contract:

**THE DESIGN CONCEPT FOR URBAN IMPROVEMENT OF DURANA- TIRANË-
DURRËS ECONOMIC CORRIDOR LOT (2)**

Publication (if applicable): Bulletin of Public Notices [Date] [Number]

I (We), the undersigned, hereby declare that:

- 1 We have reviewed the documents of this procedure **and** we hereby submit this Proposal, **without reservation or exceptions** for the requests or terms and conditions expressed here.
- 2 We offer to perform services as specified in the documents of this procedure and in accordance with the chart of performance for rendering the services.
- 3 The total price of our proposal is expressed in the economic proposal.
- 4 Our proposal will be valid for the period specified in TD.
- 5 If our proposal is accepted, we shall make the performance security, as defined in the TD.
- 6 We do not participate as candidates in more than one proposal in this procurement.
- 7 We authorize the contracting authority to verify the information / documents attached to the tender.
- 8 We agree to sign the contract according to the form of contract conditions if selected the successful bidder.

Bidder Representatives:

Dogma vuzrl

Studio B&L sh.p.k

1. Martino Tattara (administrator)

Ermal Blea (administrator)

2. Pier Vittorio Aureli (administrator)

Signature

Stamp



STRUCTURE OF ECONOMIC PROPOSAL

Fees according to Work Category: 9,102,600 Albanian Lekë – lump sum contract

Daily payments: N/A

Direct Costs: N/A

Reimbursable Expenses: N/A

TOTAL 9,102,600 Albanian Lekë

Bidder Representatives:

Dogma vuzri

Studio B&L sh.p.k

Martino Tattara (administrator)

Ermal Blea (administrator)

Pier Vittorio Aureli (administrator)

Signature

Stamp

STUDIO B&L
Sh.p.k
Tiranë Albania



Nr. Serie/ Serial No
Dega/ Branch
Kodi/ Code:

Koha e shtypjes :18.11.2015 11:42:19

FORMULARI I SIGURIMIT TË KONTRATËS
Guaranty Certificate Performance Bond

0001688

Ref / Ref Numer		Data/ Date	18.11.2015
Për/ To	ALBANIAN DEVELOPMENT FUND , TIRANE		
	(Emri dhe adresa e Autoritetit Kontraktor / Name and address of Contracting Authority)		
Në emër të In the name of	STUDIO B&L SHPK & DOGMA WZRL, TIRANE		
	(Emri dhe adresa e ofertuesit të siguruar / Name and the address of the insured bidder)		
Procedura e prokurimit (Procurement procedure)	NEGOTIATION WITHOUT PRIOR NOTIFICATION		
	(Referenca e dosjes , përcaktuar sipas autoritet kontraktor/ File reference according to contracting authority)		
Pershkrim i shkurtër i kontrates (Short description of the contract)	CORRIDOR LOT (2)		
	(Lloji i procedurës dhe objekti / Kind of procedure and the object)		
Publikimi (nese zbatohet) Publication (if applicable)	Buletini i njoftimeve të njoftimeve publike Dt. _____ Nr. _____		
Duke iu referuar procedurës së lartpërmendur dhe me kusht që /referring to the former procedure, and with the condition that to:			
STUDIO B&L			
(emri i ofertuesit të përcaktuar fitues/ name of the bid winner)			
T'i jete akorduar kontrata, ne vertetojme se Has been accorded the contract, we certify that	STUDIO B&L SHPK & DOGMA WZRL		
	(emri i ofertuesit të përcaktuar fitues/ name of the bid winner)		
Eshte garantuar prane shoqerise se sigurimeve SigmaInteralbanian VIG sh.a me nje vlere prej: Has a guaranty at our company that has a value:	1,092,312	NjëMilion e Nëntëdhjetë e DymMijë e TreQindë e Dymbëdhjetë	Leke
	(monedha dhe vlera e shprehur në fjale dhe në shifra/ value and currency)		
Si kusht për sigurimin e ekzekutimit të kontratës që do të nënshkruhet me/as a condition for the execution of the contract signed with:	ALBANIAN DEVELOPMENT FUND		
	(emri i autoritetit kontraktor/ name of the contracting authority)		
Marrim përsipër të transferojmë në llogarinë We are liable to transfer at the account of	ALBANIAN DEVELOPMENT FUND		
	(emri i autoritetit kontraktor / name of the contracting authority)		
Vlerën e siguruar , brenda 15 (pesëmbëdhjetë) ditëve nga kërkesa juaj e thjeshtë dhe e pare me shkrim, pa kërkuar shpjegime, me kusht që kjo kërkesë të përmendë mospërbushjen e kushteve të kontratës / the insured value within 15 (fifteen) days from your first written request, without giving any explanation, with the condition that this request mentions that the contract conditions are not met.			
Ky sigurim është i vlefshëm deri në zbatimin e plotë të kontratës/ this insurance is valid up to the contract execution:			
Nga data/ from	18.11.2015	Deri më / Up to	

REPUBLIKA E SHQERISË
SHOQERË SIGURIMESH

SIGMA INTERALBANIAN
VIENNA INSURANCE GROUP
DREJTORIA E PËRGJITHSHMË SIGURUESI
Alma Dedoveci Zyra HQ/ Klodiana Dece-396