

Consultancy Service Contract

Between

Albanian Development Fund

and

Temporary joint venture of

“Cityförster Rotterdam” & “Openfabric” & “SymbioticA”

for

**“Preparation of Regional Strategic Vision and Detailed Urban
Projects for the Riviera Region of the Albanian Coastal Strip, Lot 1,
Phase II”**



CONTRACT

Title of Contract: **"Preparation of Regional Strategic Vision and Detailed Urban Projects for the Riviera Region of the Albanian Coastal Strip, Lot 1, Phase II"**.

This Contract is entered on 15.07. 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 "Cityförster Rotterdam" & "Openfabric" & "SymbioticA"** ("the Contractor") having its principal office located:

- **Cityförster Rotterdam** / Delftsestraat 9 C, 3013AB Rotterdam, Netherlands,
- **Openfabric** / Oostkousdijk 12 A, 3024CM, Rotterdam, Netherlands, and
- **SymbioticA** / Rruga "Gjon Muzaka", Pallati SKAI, Kati I, Tirane, 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 the Riviera Region of the Albanian Coastal Strip, Lot 1, Phase II"**.

Whereas the Contractor, through his bid, 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 **11,936,550** (eleven million nine hundred and thirty six thousand five hundred fifty) Albanian Leke (VAT Excluded), or **14,323,860** (fourteen million three hundred twenty three thousand and eight hundred sixty) Albanian Leke (VAT included) for its services;

The parties agree as follows:

1. The Contractor should present a Security Contract in the amount of: **1,432,386** 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.



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 15.07. 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 of "Cityförster Rotterdam" & "Openfabric" & "SymbioticA" sh.p.k.

For "Cityförster Rotterdam"
Signed by:



For "Openfabric"

Signed by:



For "SymbioticA"

Signed by:



Annex 2

OPENFABRIC - CITYFÖRSTER ROTTERDAM & SYMBIOTICA

PROPOSAL DECLARATION FORM

Date: 16.06.2015

To: Albanian Development Fund
Rruga "Sami Frasheri", No. 10, Tirane
www.albaniandf.org

Procurement procedure: Negotiation without prior notification

Brief Description of Contract: **"Preparation of Regional Strategic Vision and Detailed Urban Projects for the Riviera Region of the Albanian Coastal Strip, Lot 1, Phase II"**

Publication (if applicable): Bulletin of Public Notices 16.03.2015

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 Representative

Signature

Stamp



Edvin Beqa



Annex 3

OPENFABRIC – CITYFÖRSTER ROTTERDAM & SYMBIOTICA

STRUCTURE OF ECONOMIC PROPOSAL

Fees according to Work Category:

0,- € = 0,- Lek

Daily payments:

69.800,- € = 9.802.014,- Lek

Direct Costs:

15.200,- € = 2.134.536,- Lek

Reimbursable Expenses:

0,- € = 0,- Lek

TOTAL

85.000,- € = 11.936.550,- Lek

Please find attached and complete the following tables:



Consultant's Budget

Staffing, breakdown of costs and payment schedule (exclusive of VAT)

Staffing

Our team blends solid local experience with innovative international practice. We believe that our team composition is the foundation for a proposal that can be rooted in the local culture while outstanding as an international example. We cover a broad field of expertise in order to offer a proposal that can take in account all the multilayered aspects of the site.

- Openfabric is an international oriented practice that focuses in landscape architecture and public space design in various scales. It has received numerous awards for projects that aim at activating urban space and strongly support the underlying urban concepts.

- Cityforster is an international partnership of architects and urbanists with a broad experience in Albania. Recent work includes strategic visions for the Munich Metropolitan Area and Gütersloh City Center. Cityforster has also just completed a mission along the Albanian Coast to explore spatial urgencies and potential and has talked to several stakeholders, especially along the Albanian Riviera.

- Symbiotica is a renowned architecture and urbanism practice based in Tirana with an international background and a strong implementation experience in Albania, from high-rise office buildings to large-scale public space.



Breakdown of Costs

Day work is calculated on base of a mixed rate of 600€. This includes work of partners/owner, project leader and assistants/draftsmen as well as management services.

Four visits to Sarandë during the design phase are included with the participation of two international project team members each. Additional presentations shall be remunerated on a day work basis.

External Consultants or Services such as topographic surveyors, structural, civil or other engineers shall be included into the scope of work of the contractor (if not specified differently in the Scope of Work above).

Services such as Environmental Impact Assessments or other services or fees required to obtain the respective buildings permissions or legal documentation shall be directly appointed by the client. Sufficient funds shall be made available for such services.

As an additional service we offer to prepare representational and other additional material, not directly related to the objective of the services. These shall be offered based on individual requests.

DAILY PAYMENTS						
Phases	Staff	Payment / day		No.	Total Payment	
		(EURO)	(Albanian LEK)	(Days)	(EURO)	(Albanian LEK)
Fast Track	Intern.	600 €	84.258Lek	44	26.400 €	3.707.352Lek
	Local	200 €	28.086Lek	25	5.000 €	702.150Lek
Slow Track	Intern.	600 €	84.258Lek	45	27.000 €	3.791.610Lek
	Local	200 €	28.086Lek	57	11.400 €	1.600.902Lek
Total					69.800 €	9.802.014Lek
DIRECT COSTS						
Item	Trip	Cost per Item		No.	Total Payment	
		(EURO)	(Albanian LEK)	(Item)	(EURO)	(Albanian LEK)
Travel & Accomodation	AMS-TIA / Saranda (4*2 people)	1.000 €	140.430Lek	8	8.000 €	1.123.440Lek
Contingency		7.200 €	1.011.096Lek	1	7.200 €	1.011.096Lek
Total					15.200 €	2.134.536Lek
TOTAL					85.000 €	11.936.550Lek

*exclusive of VAT

Edvin Bep



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, SCC 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.



- 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.



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.



- 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.



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.



- 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.



- 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.



- 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



10

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.



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 “Cityförster Rotterdam” & “Openfabric” & “SymbioticA”.

Article 2 Contract Security

- 2.1 Contract 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 Contract 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 Terms of Reference.

Article 6 Reporting and Delivery Requirements

- 6.1 During contract duration, the Contractor shall provide the records and deliverables for the Contracting Authority according to the following Schedule: In accordance with provision set in the Terms of Reference (Scope of Works).

Article 7 Terms of Payment

- 7.1 Payment for Services shall be made as follows hereunder:



The bottom of the page features two handwritten signatures in blue ink on the left. To the right is a circular official stamp of the 'REPUBLIKA E SHQIPERISE' (Republic of Albania) with the text 'FONDI SHQIPTAR I ZHVILLIMIT' (Albanian Development Fund) and 'TIRANE' at the bottom. The stamp contains the national emblem of Albania. There are additional handwritten marks around the stamp.

- 16.5 % of the Contract amount upon acceptance of deliverables of the FAST TRACK phase for projects 1 and 2, Component A including pre-estimation cost and Component B as specified in the Terms of Reference.
- 65% of the Contract amount upon acceptance of deliverables of the FAST TRACK phase for projects 3, 4, 5 and 6, Component A including pre-estimation cost and Component B, as specified in the Terms of Reference.
- 13% of the Contract amount upon acceptance of deliverables of the SLOW TRACK phase for Component 1, as specified in the Terms of Reference.
- 5.5% of the Contract amount upon acceptance of deliverables of the SLOW TRACK phase for Components 2, 3 and 4, as specified in the Terms of Reference.

7.2 The payment currency shall be Albanian Leke to the following bank account:

Name:	Edvin Bega
Bank:	Intesa San Paolo Bank, Tirana, Albania
Account (LEK):	20440035301
IBAN (LEK):	AL43208110080000020440035301
SWIFT:	USALALTRXXX

- 7.3 Each payment listed in paragraph 7.1 shall be made within 30 days upon submission from the date of tax invoice receipt and the documents specified in paragraph 7.1 after it is signed the act of acceptance for the execution of service by the representative of Contracting Authority.
- 7.4 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, monitoring and test", as amended.

Article 8 Intellectual Property

8.1 The Sub-clause 6.1 of GCC is changed as follows:

The rights of intellectual property of all specific concept ideas, drawings and documents developed by the Contractor with respect to this contract and project, provided by the Contractor during the implementation of the Contract, shall belong to the Contractor.

If after the completion of the Project the rights to the Project are transferred by the Contracting Authority to a third party, the Contracting Authority shall ensure to insert this provision in any agreement to be entered into with a contracting party with respect to the Project.

8.2 The Sub-clause 6.2 of GCC is changed as follows:

Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, should submit to the Contracting Authority all the studies, reports and other data, such as maps, diagrams, specifications, plans, accounts, statistics supporting registers or



Except when otherwise provided in the Contract, the Contractor, after the end of the Contract, should submit to the Contracting Authority all the studies, reports and other data, such as maps, diagrams, specifications, plans, accounts, statistics supporting registers or graphics, software developed or otherwise and materials gathered or prepared by the Contractor during the implementation of the Contract. All these documents and submission material become property of the Contracting Authority which may publish, multiply and use these documents for different institutional purposes. The copyright of each design submission remains with the author. The Contractor can keep copies of these documents and data but he may use them only for its own non-commercial purposes such as for publication at his website, etc. without having to seek further approval from the Contracting Authority."

8.3 The other Sub-clauses of Article 6 of GCC remain unchanged.

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: _____



TERMS OF REFERENCE

(Detailed Scope of Work for RIVIERA LOT 1)

In the frame of this service contract, the Consultant temporary joint venture “Cityförster Rotterdam & Openfabric & SymbioticA” will deliver the following Fast Track and Slow Track projects, identified in the project idea presented from the Consultant in the design competition phase.

Fast Track Projects - Saranda Public Spaces

The deliverables for the Fast Track projects will be as follows:

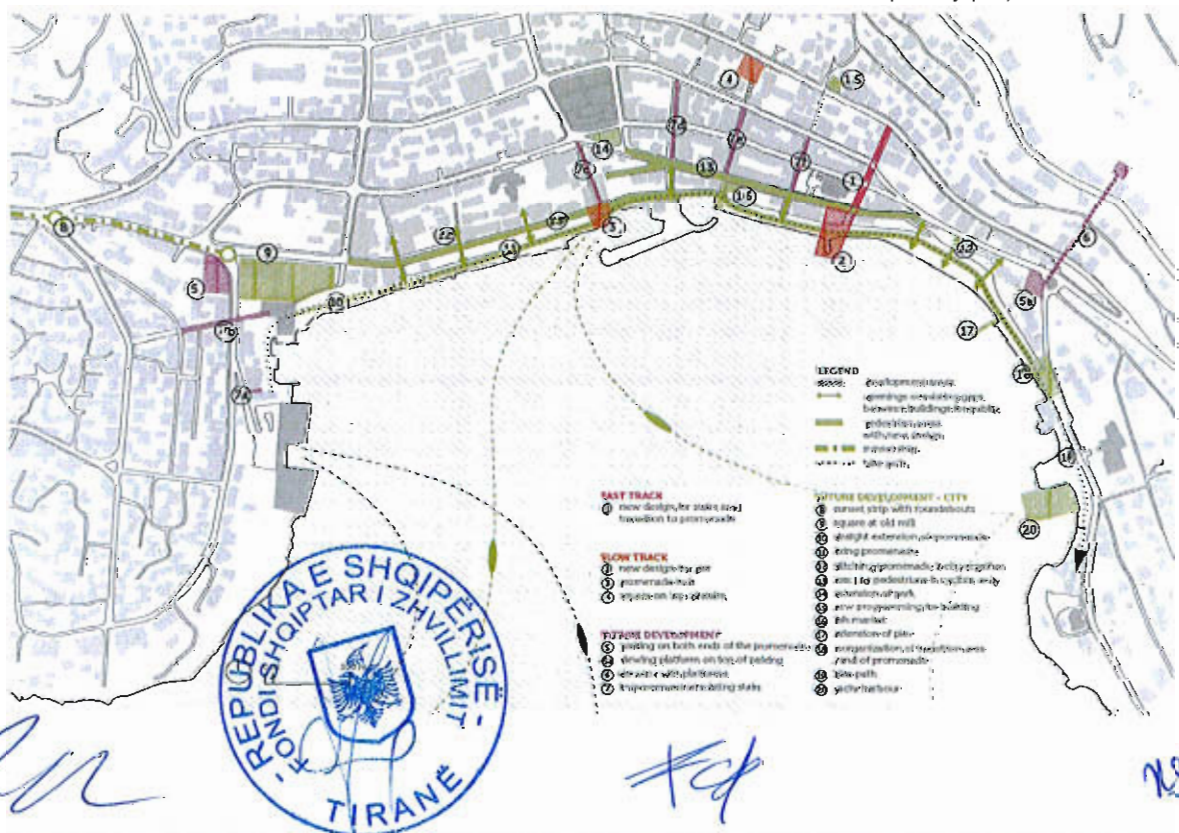
A. Project Idea Designs of the following projects:

1. Steps 1 & Square 2 (scale 1:500 - 1:20);
2. Steps 7c & Square 3 (scale 1:500 - 1:20);
3. Steps 7e & Square 4 (scale 1:500 - 1:20);
4. Steps 7d (scale 1:500 - 1:20);
5. Steps 7f (scale 1:500 - 1:20);
6. Pedestrian walkway segment connecting Square 2 to Square 3 (scale 1:1000 - 1:20);

And pre-estimation cost for all above projects ideas.

The general focus is in the historical city Steps consisting in the recovery of these cultural monuments, giving each of them a different theme (retail sales markets, green areas, recreation, cultural activities and temporary services).

Proposed Interventions
// priority projects for Saranda



B. Executive Design and Tender Documents for Projects 1, 2, 3, 4, 5 and 6

After provision from the Client of the topography studies for the project, the Consultant will deliver the technical part of the tender documents for all the Fast Track projects. The deliverables must contain the drawings, (including but not limited to; existing plans, infrastructure plans, lighting plans, urban furniture plans, greenery plans, drainage plans, etc.), bill of quantities, design report, time implementation schedule and technical specifications for the following Fast Track projects:

1. Steps 1 & Square 2 (scale 1:500 - 1:20);
2. Steps 7c & Square 3 (scale 1:500 - 1:20);
3. Steps 7e & Square 4 (scale 1:500 - 1:20);
4. Steps 7d (scale 1:500 - 1:20);
5. Steps 7f (scale 1:500 - 1:20);
6. Pedestrian walkway segment connecting Square 2 to Square 3 (scale 1:1000 - 1:20);

Slow Track Projects - Strategies & Guidelines

1. Strategic Plan for RIVIERA Lot 1 - Regional Vision:

- Development of strategic concept for the region of Saranda, Xarrë, Konispol, defining land use, building limits & intensity, identification of urban development areas. Guidelines for Rural Area. 1:50.000;
- Report of development of basic design guidelines for essential aspects of the region with a specific focus on accessibility and material use (following our competition entry);
- Circulation networks with focus on slow movement (pedestrian, cyclists), defining focus and attraction points. 1:50.000;
- General zoning for building limits and density, identification of urban development areas. 1:10.000;
- Pedestrian framework (waterfront, staircases, pocket spaces, hills pedestrian system hills 1:10.000;
- Principle sections for main roads and paths 1:500;
- Saranda City Traffic Solutions 1:200;
- Saranda City Parking Solutions 1:200;
- No-Build Zones.

2. Definition of public space guidelines for Saranda public staircases;

The public space guidelines will define in a systematic and easy-to-implement way the main elements of the staircases. The guidelines will constitute a document that assures coherency amongst different designs and will include:



- Planting scheme (concept, species selection and density) - (Report);
- Planting maintenance: definition of maintenance system - (Report);
- Pavement and materialization (concept, materials inventory, pattern solutions, colours) - (Report);
- Urban furnitures (concept and inventory) - (Report);
- Lighting (concept, element typologies and positioning) - (Report);
- Drainage (concept and inventory) - (Report);
- Comment and give feedback on current plan for waterfront extension, clarify how our vision and implementation acknowledges and links to the waterfront plan.

3. List of Priority Projects for Saranda including global cost estimates:

- Overview of priority projects within city center (around promenade) (1:10.000);
- Descriptions, sketch proposals or reference images per project (1:2000-1:500);
- Global cost estimate per project (Report).

4. Identification of extra funding opportunities for further implementation projects

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**, projects 1 and 2, Component A including pre-estimation cost and Component B, within 6 months from the date of contract signature;
2. For the **Fast Track**, projects 3, 4, 5 and 6, Component A including pre-estimation cost and Component B, within 2.5 months from the date of acceptance of deliverables for projects 1 and 2;
3. For the **Slow Track**, Component 1, within 6 months from the date of contract signature.
4. For the **Slow Track**, Component 2, within 2.5 months from the date of acceptance of deliverables for Slow Track, Component 1.

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 projects in accordance to Client comments and recommendations and after receipt of confirmation will deliver the final projects in three printed copies and one electronic copy, in PDF and CAD.

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.



GUARANTEE CONTRACT

Serial No 0005333, date 14.07.2015

Date 14.07.2015

To: ALBANIAN DEVELOPMENT FUND

On behalf of: JV "Cityfoerster Rotterdam & Openfabric & Symbiotica"

Representative: Symbiotica / Edvin Bega

Rruga Thoma Kacorri, Pall "SKAI", 1023 Tirana, Albania

Procurement procedure: Negotiation without prior notification

Short description of the contract: *"Preparation of Regional Strategic Vision and Detailed Urban Projects for the Riviera Region of the Albanian Coastal Strip, Lot 1, Phase II"*

Publication (if applicable): Not Applicable

With reference to the above-mentioned procedure and provided that JV Cityfoerster-Openfabric-Symbiotica has been awarded the contract,

We certify that JV "Cityfoerster Rotterdam & Openfabric & Symbiotica" has made a deposit near the **ANSIG SHA Insurance Company**, at the amount of **1,432,386** (one million four hundred thousand and thirty-two thousand and three hundred and eighty-six) albanian leke as a condition to secure the performance of the contract to be signed with Albanian Development Fund.

We undertake to transfer to the account of Albanian Development Fund the secured amount, within 15 (fifteen) days from your first written request, without asking explanations, on condition that the request mentions the non-fulfillment of the obligations of the contract.

This Guarantee is valid from 14.07.2015 to 10.04.2016, until the contract will be completely performed.

Issued in Tirana on 14.07.2015

INSURER
REPUBLIKA E SHQIPERISE
ANSIG SHA Insurance Company

General Director
ANSIG
INSURANCE COMPANY
TIRANE

INSURED

P.P.

Administrator / CEO