
Consultancy Service Contract

Between

**Albanian Development Fund
And**

Temporary joint venture of “Atena” s.r.l and “Atelier 4” sh.p.k

**“Preparation of Regional Strategic Vision and Detailed Urban
Projects for the Riviera Region of the Albanian Coastal Strip, Lot 3,
Phase II”**



CONTRACT FORM

Title of Contract: **“Preparation of Regional Strategic Vision and Detailed Urban Projects for the Riviera Region of the Albanian Coastal Strip, Lot 3, Phase II”**

This Contract is formed on 23 March 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 **“Atena s.r.l”**, and **“Atelier 4” sh.p.k** (“the Contractor”) having its principal office located: **ATELIER 4” shpk,** Sami Frasheri” st, “TID-Ballkan” building , 1/2, Tirana, Albania and **“ATENA” S.R.L.Viale di Valle Aurelia n°108, 00167 - Roma, Italia,**

As soon as the Contracting Authority files a request for services, referring to procurement (object) consultancy services, **“Preparation of Regional Strategic Vision and Detailed Urban Projects for the Riviera Region of the Albanian Coastal Strip, Lot 3, Phase II”.**

As soon as the Contractor, through his bid, dated on 23 March 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 Technical Specifications
- 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 herein constitute an integral part of this contract. As soon as the Contracting Authority accepts the bid from the contractor, in an amount of **11,925,500**(eleven millions and nine hundred, twenty five thousand e five hundred) ALL (VAT Excluded), or **14,310,600**, (fourteen million, three hundred, 10 thousand and six hundred)ALL with VAT for its services;

The parties agree as follows:

1. The Contractor should present a Security Contract in the amount of: **1,431,060** ALL, 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.

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 23 March 2015 The Parties agree to sign this Contract Form.

Contracting Authority

Signed by Berlet BECI

Title: ADF Executive Director

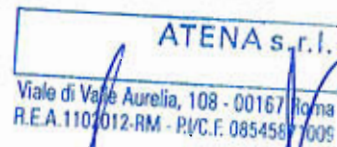


Contractor

Signed by:



Title: **Ceo of "Atena s. r.l"**



Signed by:

Title: **Ceo of "Atelier 4" sh.p.k**

A handwritten signature in blue ink, located in the bottom left corner of the page.

THIS CONTRACT ("Contract") is entered into this on March 23, 2015, by and between **Albanian Development Fund (ADF)** ("the Client") having its principal place of business atRr. "Sami Frasheri", Nr. 10, Tirana, Albania, and temporary joint venture of "**Atena s.r.l**", and "**Atelier 4**" sh.p.k("the Consultant") having its principal office located:ATELIER 4" shpk,". Sami Frasheri" st, "TID-Ballkan" building , 1/2, Tirana, Albania and "ATENA" S.R.L.Viale di Valle Aurelia n°108, 00167 - Roma, Italia.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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.

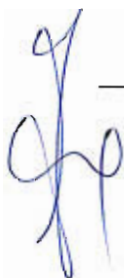
Article 5: Confidential Information

- 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.
- 7.4 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.
- 12.1 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

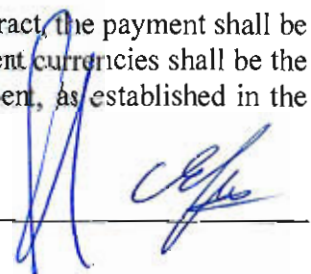
- 13.1 The Contractor shall maintain professional liability insurance for under the rules and practices generally recognized in the profession to reimburse the Contracting Authority for damages resulting from negligence, errors or omissions in the performance of the Services.
- 13.2 When not defined 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.



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 "Atena s.r.l", and "Atelier 4" 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: 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: As stated in Annex 1.

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

8.1 Payment for Services should be made as follows hereunder:

- 50% - Upon acceptance of the deliverables of the Phase 1 – Fast Track (according to Annex 1)
- 50% - Upon acceptance of the deliverables of the Phase 2 – Slow Track (according to Annex 1)

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

8.3 The payment currency shall be Leke.

Article 9 Payment in advance

9.1 The Advance payment will be 10% 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.

I. Final disposition

1. This contract is drafted in 2 (tow) copies, signed in each page and sealed in the last page by both parties.

2. This contract includes this annexes

- a) Annex 1 – Scope of Works
- b) Annex2– The bid of the contractor
- c) Annex 3 –Contract performance



Detailed Scope of Work for RIVIERA LOT 3 – ORIKUM

In the frame of this service contract, the Consultant “Atena Studio & Atelier 4” will deliver the following Fast Track and Slow Track projects, identified in the design competition project idea.

Fast Track Projects

1. Point A - Welcome city entrance / café- info point
2. Point B - Frame/ info point for Lagoon area
3. Point C - Frame/ info point for Marmiru Church into the lagoon area
4. Segments of connection paths

1. Point A (around 80 sqm)

Welcome city entrance / café - info point through the design of a recognizable marker.

- a. Detailed design (1/100) plans, sections and elevations.
- b. Structural Engineer (Foundation / Geotech. / Structure (Concrete&Steel)).
- c. Electrical and mechanical Engineer (Electricity / Light / Fluids (sewage, water, HVAC), where needed.
- d. Tender documents (technical part of the TD): Drawings, bill of quantities and technical specifications.

2. Point B - Frame/ info point

This point will be the first expression and door of the new National Park able to work as a catalyst for the touristic and urban flow of people due to its location close to the park and to the civic center of Orikum. Equipment design of the Info Point with a Layout Scheme of Touristic Information.

- a. Detailed design (1/100) plans, sections and elevations.
- b. Structural Engineer (Foundation / Geotech. / Structure (Concrete&Steel)).
- c. Electrical and mechanical Engineer (Electricity / Light / Fluids (sewage, water, HVAC), where needed.
- d. Tender documents (technical part of the TD): Drawings, bill of quantities and technical specifications.

3. Point C - Frame/ info point

Frame info point for Marmiru Church into the lagoon area.

- a. Detailed design (1/100) plans, sections and elevations.
- b. Structural Engineer (Foundation / Geotech. / Structure (Concrete&Steel)).
- c. Electrical and mechanical Engineer (Electricity / Light / Fluids (sewage, water, HVAC), where needed.
- d. Tender documents (technical part of the TD): Drawings, bill of quantities and technical specifications.



5. Segments of connection paths

Segments that will connect those points will start from the location of the Info-Point B and will reach the important spots on the territory such as the sea, the logon, the archeological site and the welcome city entrance Point A.

- a. General masterplan scale 1/10.000
- b. Overall site plan

Slow Track Projects

1. Strategic Plan of RIVIERA LOT 3
2. Architectural Concept Design (1/200) plans, sections and elevations of the widening areas along segments A-B and B-D
3. Architectural Concept Design of the modular urban furniture along segments
4. Preliminary design of the new parking covered by green area Point P (1/500)
5. Architectural Concept Design (1/500; 1/200) plans, sections and elevations of the new plaza (Point D)

Time Schedule

The Consultant will deliver all deliverables specified in the scope of work within 5 months from the contract signature.

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.



Annex 2

PROPOSAL DECLARATION FORM

Date 10/03/2015

To: *Albanian Development Fund*
Rruga "Sami Frasheri", No. 10, Tirane

Procurement procedure: *Design Contest & Consultancy Service*

Brief Description of Contract: **Urban Design & Pilot projects for Riviera Lot 3**

Publication (*if applicable*): Bulletin of Public Notices N/A

I, 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

Alban Eftimi

Atelier 4 ltd & Atena srl





Shtojca 3

STRUKTURA E PROPOZIMIT EKONOMIK

Tarifat sipas Kategorisë së Punës: Kostruksioni	3.000	Euro
Elektriku	1.800	Euro
Hidrosanitar	2.700	Euro

Pagesat Difore:	Urban Planner Internacional	62 dite x 250 Euro/dite =	15.500_ Euro
	Urban Planner Local	80 dite x 180 Euro/dite =	14.400_ Euro
	Arkitekt Internacional	60 dite x 300 Euro/dite =	18.000_ Euro
	Arkitekt Local	80 dite x 180 Euro/dite =	14.400_ Euro
	As/Ark Internacional	60 dite x 150 Euro/dite =	9.000_ Euro
	As/Ark Local	80 dite x 60 Euro/dite =	4.800_ Euro
	Preventiv	10 dite x 60 Euro/dite =	600_ Euro
	Sekretari/Admin	=	500_ Euro
	Shofer/Karburant	=	300_ Euro

Kostot e Drejtpërdrejta:	Blerje projekt konstruktiv	3.000	Euro
	Blerje projekt Elektrik	1.800	Euro
	Blerje projekt hidroteknik	2.700	Euro

Shpenzimet e Rimbursueshme:

XXXXXXXXXXXXXXXXXXXXX

TOTALI (PA TVSH)	85.000 Euro
TVSH	17.000 Euro
TOTALI (ME TVSH)	102.000 Euro

"ATELIER 4" shpk

Ark. Alban Effimi
Administrator

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

Koha e shtypjes :31.03.2015 13:56:03

FORMULARI I SIGURIMIT TË KONTRATËS
Guaranty Certificate Performance Bond

0000922

Ref / Ref Numer		Data/ Date	10.03.2015
Për/ To	FONDI SHQIPTAR I ZHVILLIMIT , RRUGA "SAMI FRASHERI" NR.10 (Emri dhe adresa e Autoritetit Kontraktor / Name and address of Contracting Authority)		
Në emër të In the name of	ATELIER 4 & ATENA SRL, (Emri dhe adresa e ofertuesit të siguruar / Name and the address of the insured bidder)		
Procedura e prokurimit (Procurement procedure)	Negocim pa shpallje (Referenca e dosjes përcaktuar sipas autoritet kontraktor/ File reference according to contracting authority)		
Përshkrim i shkurtër i kontratës (Short description of the contract)	Studim urban dhe projekte pilot për konkursin Riera Loti 3 (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:			
ATELIER 4 & ATENA SRL (emri i ofertuesit të përcaktuar fitues/ name of the bid winner)			
Ti jete akorduar kontrata, ne vertetojme se Has been accorded the contract, we certify that	ATELIER 4 & ATENA SRL (emri i ofertuesit të përcaktuar fitues/ name of the bid winner)		
Eshte garantuar pranë shoqërisë së sigurimeve Sigma InterAlbanian VIG sh.a me një vlerë prej: Has a guaranty at our company that has a value:	10,200	Dhjetë mijë e dy qindë	Euro
(monedha dhe vlera e shprehur në fjale dhe në shifra/ value and currency)			
Si kusht për sigurimin e ekzekutimit të kontratës që do të nënskruhet me/ as a condition for the execution of the contract signed with:	FONDI SHQIPTAR I ZHVILLIMIT (emri i autoritetit kontraktor/ name of the contracting authority)		
Marrim përsiper të transferojmë në llogarinë We are liable to transfer at the account of	FONDI SHQIPTAR I ZHVILLIMIT (emri i autoritetit kontraktor / name of the contracting authority)		
Vlerën e siguruar, brenda 15 (pese mbledhjet) diteve nga kërkesa juaj e thjeshtë dhe e pare me shkrim, pa kërkuar shpjegime, me kusht që kjo kërkesë të përmendë mos përmbyshjen 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	10.03.2015	Deri më / Up to	30.05.2015

Me nënskruajtjen e kësaj polise deklarohet se pranojmë vullnet të plotë e të lirë, përpunimin e të dhënave të mia personale për atë që është e nevojshme në bazë të ligjit për sigurimet dhe risigurimet, ligjet dhe aktet e tjera që rregullojnë aktivitetin e siguruesit, marrëveshjet e risigurimit, në përputhje me ligjin për mbrojtjen e të dhënave personale dhe politikën e privatësisë të kompanisë. Ky vullnet shprehë dhe për të dhënat që jepen në rast dëmi të pesuar.

