

**SERVICE CONTRACT**

**“MANAGEMENT PLAN FOR THE FORMER SPAÇ PRISON, ALBANIA”  
NO 01-2023- SIDA**

**Cultural Heritage without Borders Albania (CHwB-A) / [Trashëgimia Kulturore pa Kufij-Shqipëri]**

NIPT/TIN: L51915451S

Represented by: Elena Mamani, Executive Director  
Address: Cultural Heritage without Borders-Albania  
Trashëgimia Kulturore pa Kufij - Shqipëri  
Rr. Ismail Qemali P.34/1 Kt. III, Zyra Nr.15 Tirana, Albania

(‘the Contracting Authority’),

of the one part,

and

<Full official name of the contractor>  
[<Legal status/title>]  
[<Official registration number>]  
<Full official address>  
[<VAT number>],

(‘the Contractor’)

of the other part,

have agreed as follows:

**Article 1**

**Subject**

- 1.1 The subject of this contract is “Management Plan for the Former Spaç Prison, Albania” done at ----- in Tirana, Albania with reference number 01-2023-SIDA (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the contract (Annex ---)

## Article 2

### Contract value

2.1 This contract, established in Euro, is a global price contract established following the contracting authority's request for services "Management Plan for the Former Spaç Prison, Albania", with reference number 01-2023-SIDA of 15/02/2023 and the contractor's offer of [----- insert offer date].

2.2 The maximum contract value is Euro 56, 000.

2.3 Payments will be made according to the following schedule:

Deliverables	Estimated duration to complete	Payment percentage
<b>Deliverable 1:</b> Inception Report	1 month from contract signature	<b>20%</b> upon delivery and approval by CHwB Albania of the Inception report
<b>Deliverable 2:</b> First draft of the Management Plan including the draft Business Plan in Annex 1.	3 months from contract signature	<b>30%</b> upon delivery and approval by CHwB Albania of the first draft of the Management Plan including the draft Business plan in Annex 1.
<b>Deliverable 3:</b> Final draft of the Management Plan including the final draft of the Business Plan in Annex 1.	5 months from contract signature	<b>40 %</b> upon delivery and approval by CHwB Albania final Draft of the Management Plan including the final draft of the Business Plan in Annex 1  <b>10%</b> upon reception of the final approval of the final draft of the Management Plan by the Ministry of Culture.
<b>TOTAL</b>		<b>100%</b>

2.4 All payments shall be made in Euro in the Bank Account specified by the Contractor.

## Article 3

### Order of precedence of contract documents

3.1 The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- This Service Contract;
- Terms of Reference, Annex ---;

- Organization and methodology, Annex ---;
  - Summary Table of Team Formation, Annex ---;
  - Financial Proposal Form, Annex ---;
- 3.2 The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

#### **Article 4**

##### **Language of the contract**

- 4.1 The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

#### **Article 5**

##### **Communications**

- 5.1 All communications between the parties will be in written through email or normal mail.
- 5.2 Contact person for each of the parties are as follows:
- Contracting Authority: -----, email: -----
- The Contractor: -----, email: -----
- 5.3 The contact person may be changed freely by each of the parties, previous notification to the other party in which informs the name of the Contacting Person and the email address.

#### **Article 6**

##### **Subcontracting**

- 6.1 Sub – contracting is allowed only if previously approved by the Contracting Authority.
- 6.2 The Tenderer will retain full liability towards the Contracting Authority for the performance of the contract as a whole.

#### **Article 7**

##### **Deliverables and Tasks to be completed by the Contractor**

- 7.1 Under this Contract, the Contractor will produce the following deliverables:
- a) Inception report
  - b) Drafts of the Management Plan and Business Plan
  - c) Final Management Plan including the Business Plan (subject to approval of the Ministry of Culture)
- 7.2 Under this Contract, the Contractor will carry out these specific tasks:

- a) Establish contacts with main stakeholders and beneficiaries in order to make sure that all beneficiaries are fully aware of the project's objectives and that communication lines are fully established,
  - b) Implement a kick-off meeting, intended as a communication and visibility event to formally mark the beginning of the action (organized in coordination with CHwB Albania),
  - c) Planning of stakeholders' consultation: The stakeholders' consultation plan shall include minimum 12 such sessions and shall be outlined in the Inception report. The stakeholders' consultation plan shall contain the identified stakeholders, timeline and suggestion for organization of those sessions throughout the implementation of the project
  - d) Undertake a preliminary assessment of the actual situation,
  - e) Adjust the project implementation frame in line with the findings,
  - f) Prepare the Inception Report and the Work Plan,
  - g) Implement the proposed work plan,
  - h) Conduct a minimum of 12 consultation sessions with beneficiaries and stakeholders
  - i) Conduct desk research, in-depth interviews and stakeholder workshops relevant for understanding the needs and expectations as well as for defining the common vision for the site's development,
  - j) Documenting all consultative sessions with beneficiaries and stakeholders by including at least: signed attendance sheets, a summary of the main discussions conducted.
  - k) Developing the Management including the Business Plan in compliance with the national legal requirements and standards
- 7.3 More details regarding the content of the reports and time of submission are foreseen in the Terms of Reference (Annex ---) which are an integral part of this Contract.

## **Article 8**

### **Implementation of the tasks**

- 8.1 The start date for implementation shall be (--- date of signature of the contract by both parties)
- 8.2 The period for implementing the tasks is 5 months from the start date.
- 8.3 In exceptional cases, and with written agreement of both parties, the period for implementation may be extended further than the provisions of point 8.2. The extension will not increase the maximum contract value as stated in Article 2, point 2.1 of this contract.

## **Article 9**

### **Approval of reports and documents, and acceptance of the Deliverables**

- 9.1 The contracting authority shall, within 21 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments.
- 9.2 If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them.
- 9.3 The documents or reports shall in any case be deemed to have been approved by the Contracting Authority if it does not expressly inform the contractor of any comments within 21 days of the receipt of the documents or reports.

## **Article 10**

### **Copyright and Industrial Properties**

- 10.1 If during the implementation of the tasks and works foreseen in this contract, the Contractor creates a work/product which is classified as a Copyright Work under the Albanian law no. 35/2016 “On Copyrights and Other Related Rights”, The Contracting Authority has the right to:
- use the copyright work in a non-exclusive way;
  - use the property rights of the copyright work in all the ways provided and allowed by law;
  - without any limitation;
  - without any territorial restriction;
  - without any extra payment toward the consultant;
  - for a period of 50 years starting from the creation of the Copyright Work.
- 10.2 If during the implementation the tasks and works foreseen in this Contract, the Contractor creates a work/product which is protected by the industrial property rights as established in the Albanian Law no. 9947 dated 07.07.2008 “On Industrial Property”, the Contracting Authority has the right to:
- use the work/product in a non-exclusive way;
  - use the work/product in all the ways provided and allowed by law;
  - without any limitation;
  - without any territorial restriction;
  - without any extra payment toward the consultant
  - for a period of 20 years starting from the registration of the work/product as an industrial property according to the Albanian law into force.



WE RESTORE AND BUILD RELATIONS

ALBANIA [chwb.org/albania](http://chwb.org/albania)  
Rr. Ismail Qemali  
P. 34/I Kt. VII Zr. 31, Tirana

## Article 11

### Termination of the Contract

- 11.1 The Contracting Authority may terminate this contract for any or no reason, although it will be obliged under this contract to fulfil its obligations toward the Contractor regarding the payment of the services and works already done by the Contractor and accepted by the Contracting Authority.
- 11.2 The contracting Authority in any time reserve the right of termination of the contract for justified reasons. Justified reasons are considered all the important/aggravated circumstances which cannot allow referring the principle of good faith, to ask the party who terminated the contract, its continuation.
- 11.3 The parties may terminate the contract for any other reason foreseen by law.

## Article 12

### Applicable law and Jurisdiction

- 12.1 This contract will be governed, interpreted and implemented according to the Albania Legislation.
- 12.2 Any dispute or difference arising out of or in connection with this contract shall be settled amicably by the parties. If the parties fail to reach a agreement, the dispute will be presented in front of the District Court of Tirana.

For the Contracting Authority

For the Contractor

Elena Mamani  
Executive Director

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Date ----/----/2023

Date ----/----/2023