



REPUBLIKA E SHQIPËRISË
BASHKIA KAMËZ

Nr. ____prot.

Kamëz, më __. __2018

Miratohet

Xhelal MZIU

KRYETAR



Draft Agreement Contract for Suburban Cleaning services , Collection and Dispatching Transport of Urban Waste in Concessionary Service of the Municipality of Kamëz

REPUBLIC OF ALBANIA NOTARY OFFICE _____

NR. _____ Rep. NR. _____ Col.

Draft Agreement Contract for Suburban Cleaning services , Collection and Dispatching Transport of Urban Waste in Concessionary Service of the Municipality of

On _____, on ____, _____, 2018 (two thousand and eighteen), before me notary _____, member of the Notary Room _____, with address _____, the contracting parties were presented as follows:

MUNICIPALITY _____, hereinafter referred to as "CONTRACTING AUTHORITY", designated as such by Article 13 of Law No. 125/2013 "On Concessions and Public Private Partnership" as amended, represented by X / _MR Mrss _____,

And

The temporary association of the companies ""X ltd(LTD) "and" Y ltd(LTD) ", hereinafter referred to as" CONCESSIONARY ", established under the agreement No. _____ Kol, No. _____ Rep, dated _____ with the following data:



Society ""X ltd (LTD)", which is registered as a legal entity at NRC with NIPT _____ and date _____ of registration;

(Ltd) company Y Ltd, which is registered as a legal entity at NRC with NIPT _____ and date _____ of registration

"The society (LTD) _____" ltd, with procurement no . _____ Rep, nr . _____ Kol, is designated as a leading company and is represented by the administrator Mr. _____, dated _____, which is major and legally competent to act, whose identity was provided by Passport No. . _____.

The parties conclude this concession contract based on the Law No.125 / 2013 "On Concessions and Public Private Partnership" as amended, and in the Council of Ministers Decision No. 575, dated 10.07.2013, "On the Approval of Rules for Evaluation and Provision concession / public private partnership ", as amended, and hereby agree as follows:

CHAPTER I

GENERAL PROVISIONS

Article 1

Definitions and interpretations

1. Wherever this Agreement uses the terms below, they shall have the following meaning:
 - 1.1. **Concession Contract:** This contract, annexes and any other document to be attached to it as an integral and indivisible part.
 - 1.2. **Law "On Concessions / PPP":** Law no. 125/2013, "On Concessions and Public Private Partnership", as amended, Civil Code of the Republic of Albania.
 - 1.3. **Contracting Authority:** Municipality _____
 - 1.4. **Concessionaire:** The Company / Temporary Union of Companies "____" ltd and "____" ltd, where the company "_____" ltd is defined as the leading company, with its address: Str. "_____", Building Office Nr _____, Tirana.
 - 1.5. **Object:** Cleaning, collection, transport and selection of urban waste for the town of _____.
 - 1.6. **Investment:** The total value in Lek(ALL) that will serve for construction and equipment with the necessary machinery for the service until the start of the cleaning and waste management service.
 - 1.7. **Works:** The totality of the operations for the commissioning of the service, in accordance with the requirements of the contracting authority and the bid of the winning bidder.
 - 1.8. **Initiation of works:** Implementation of the project after its approval under Article 8.2 of this contract.

1.9. **Start-up of service:** Start of cleaning and waste management according to article 11 of this contract.

1:10. **Contracts:** All contracts signed by the Concessionaire, with contractors for the provision of the service or any other agreement with third parties that is the object of service for cleaning and waste management and / or provision of financial funds.

1:11. **Permits and Licenses:** Administrative acts issued by the relevant public authorities to enable the exercise of the activity under the scope of this contract, based on the legislation in force.

1:12. **Operation:** All concessionaire actions for the purification, collection, transport and selection of urban waste, in accordance with the terms of this contract.

1:13. Concessionary Fees: The annual amount expressed in percentage based on the proceeds from the sale of reusable materials, which is given free of charge to the Contracting Authority.

1:14. **Calculation of deadlines:** When the deadline is set for days, the day on which the event or time from which the deadline has to commence has been excluded. The deadline that is set in months or years ends with the passing of that last day or last day number digit that has the same name or number as that of the numerical day that the deadline has elapsed. When such a day is missing in the last month, the deadline ends with the passing of the last day of this month. When the last day of a deadline falls on a day off, the deadline expires on the working day following the holiday.

1:15. **Effective Date:** Means the date on which this Contract is signed by the Parties.

1:16. **Contract Security:** Hardened monetary value in a special account or an insurance company in order to guarantee the Contracting Authority in cases of breach of contract by the Concessionaire under Article 14.

1:17. **Law:** means any organic law, decree, decision of the Council of Ministers or any other law promulgated as such, regulations, instructions, warrants, licenses, permits, authorizations or any other legal act promulgated by the Republic of Albania; have unifying character, official acts issued by each central and / or local governmental or juridical entities, as they may change during the term of this Contract.

1:18. **Annex:** Any declaration, certificate, authorization, decision, order or other document signed by the parties attached to this Contract as an integral and inherent part of it, now or in the future.

1:19. **Financial Instrument:** Means any loan, loans, insurance agreement or any other instrument used by the Concessionaire in connection with the financing of the facility of this concession / ppp, including any amendment, addition, renewal or replacement of each of these instruments.

1:20. **Financing Party:** Means licensed financial institutions as such that will assist the Concessionaire in financing the concession object facility.

1:21. **"Right to Pass"** means the right to pass on and under the Square, and in any part of it, as well as to enter and exit without any irregular interference from any third party with the purpose of the implementation of this Agreement.

1:22. **"Square"** means the square determined by the contracting authority for the activity of waste differentiation, in accordance with the terms of reference specified in the Standard Documents.

1:23. **"Quiet Pleasure"** means the exclusive right to occupy, use and enjoy the Square (including Existing Objects) and the Right to Pass on Time, in accordance with this Agreement, without any irregular interference by the Contracting Authority or any entity state.

2. Except as otherwise provided in this Agreement Contract:

2.1. The singular includes the plural and vice versa;

2.2. Referral to one gender includes both gender and neutral sex;

2.3. Each phrase that begins with the words "including", "includes", "in particular", "for example", "such as or similar, will be understood as illustrative and without limitation to the generality of the related general words;

2.4. The titles used in the articles, paragraphs, paragraphs, annexes and table of contents are for ease of reference and will not affect the interpretation of this Contract;

2.5. References to the provisions and the Annexes are, unless otherwise provided, references to the provisions and annexes to this Agreement.

2.6. Without prejudice to the above paragraph, if there is any conflict or discrepancy between the provisions and the Annexes and / or any annex to the Annexes and / or any other

document referred to in this Agreement, the conflict or inconsistency shall be resolved in the following order of priority.

- 2.6.1. Requests of the Contracting Authority in the competitive procedure;
- 2.6.2. Offer of the Concessionaire;
- 2.6.3. The provisions of this contract;
- 2.6.4. Each Annex and their annexes;
- 2.6.5. Any other document referred to in this Contract or any other document attached to this Contract.

Article 2

Concession Object Building / PPP

By this contract, the Contracting Authority, authorized by the Council of Ministers of the Republic of Albania on the basis of the Law "On Concessions and Public Private Partnership", gives the **Concessionaire with concession / ppp**:

Financing, commissioning of waste disposal, collection, transport and selection of urban waste through waste separation plant for the city of _____ and transfer of service from the Concessionaire to the Contracting Authority, in compliance with the terms and conditions of this contract.

Article 3

Features of the service

3.1. The cleaning, collection, transport and selection of urban waste through the waste differentiation plant will take place in the city of _____, with the following features:

- Collection and transportation of urban waste and markets;
- Washing and disinfection of containers;
- Maintenance of waste landfills during the day;
- Constructive and voluminous waste collection;
- Removal of walks and sidewalks;
- wiping of roads with machinery;
- washing the streets once a day;
- Installing the waste differentiation plant;
- Transport and storage of waste in the respective countries approved by the relevant authority.

Article 4

Concession Period

4.1. The concession is granted for a period of 12 (twelve) years from the Effective Date and ends on the 12th anniversary of the Effective Date ("Effective Period"). However, in the case of Settlement before the 12-year term, the Concession Period / ppp shall imply and shall be limited to periods beginning on Effective Date and ending on Settlement Date.

4.2. Cases of Extension of the Concession Period:

4.2.1. The Parties agree that for reasons directly affecting the Project (not incurred by the Concessionaire) involving only the Force Majeure, the concession period shall be extended, in accordance with the timing for the project to be considered as redundant.

4.2.2. The Parties agree that the Concession Period shall be extended in the case of a Major Force Event for a period of time equal to the time elapsing. The event and reasonable time needed to repair the damage caused, provided that the Event itself has extended a period of time that exceeds _____ months.

CHAPTER II

RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 5

Concession rights / PPP – Square.

5.1. Granting of Concession Rights

From the Effective Date, the Contracting Authority grants to the Concessionaire, who accepts the rights for the entire Deadline:

- i. Cleaning, collection, transport and selection of urban waste for the city of _____.
- ii. Depending on Article 5.2 below, to be Quiet;
- iii. Upon expiry of the deadline, return to the Contracting Authority the use of the Square and the Right of Passage and transfer the ownership of the land and the existing Existing Facilities to the Authority, if any; as well as, in any case, to carry out those actions, which are closely related to these activities together ("Concession Rights").

5.2. Giving the Square

Notwithstanding the provisions of Article 5.1 above, the Square, Right of Passage, Quiet Exhortation shall be deemed to be awarded to the Concessionaire only after the Concessionaire furnishes the Contracting Authority with authentic copies of the security certificates which

certify (to a reasonable degree for the Contracting Authority), that the Concessionaire has been provided with the insurance policies and the guarantees required for this purpose in accordance with Article 15 of this contract.

With respect to giving Square, Right of Passage, Quiet Passage and Right of Access and to Manage Waste, the Concessionaire accepts the "as it is" square from the date of such award, and the Contracting Authority will not perform any expenses, nor will it be liable for any Claim against the Concessionaire regarding the condition of the Square.

Article 6

Monitoring and Oversight

6.1. Monitoring

The Contracting Authority has the right to monitor the scope of the concession during a period of ____ months during the concession period through its authorized agents to verify the implementation of the obligations deriving from the contract at all stages of its implementation. However, the Contracting Authority may conduct such monitoring at any time if there is reasonable and reliable information regarding the non-performance of the obligations of this Contract.

6.2. General oversight of the service

The Contracting Authority has the right to exercise general supervision over a term of ____ months, during execution and commissioning with the aim of verifying that the performance of the works, quality and conformity are in accordance with the overall project implementation and project documentation. In the event of a breach of the Contract, ascertained during the monitoring and general supervision, the Concessionaire shall be notified in writing of the measures to be taken and the tasks to be left, as well as the manner and timing of their implementation.

Article 7

Obligations of the Contracting Authority

The Contracting Authority shall assume the following obligations:

7.1. Ensure continuity of this contract despite the changes to the objectives of the Waste Management Sector.

7.2. Upon the request of the Concessionaire, the Contracting Authority undertakes to make all efforts to assist the latter with state organs for any obstacle that may arise in the context of obtaining permits, licenses, authorizations or any other permit required for the execution of

works and the operation of this work. This provision is not applicable when failure to obtain a permit, license, authorization, etc., comes as a result of non-compliance with the respective legal requirements due to the Concessionaire.

7.3. Approve the project, prepared by the Concessionaire itself, in accordance with the proposal for which it was declared winner in the race procedure.

7.4. To assist the Concessionaire in relations and in concluding agreements / contracts with public institutions for the purpose of realizing the object of this contract.

7.5. To guarantee the Concessionaire that the development of similar projects by the Contracting Authority with the same object will not affect the success of the Concessionaire project.

7.6. The Contracting Authority is responsible for the legal and contractual obligations in case of non-fulfillment of these obligations by it by reimbursing all damages incurred to the Concessionaire due to the violation of the Terms set forth in the Concession Contract / ppp.

CHAPTER III RIGHTS AND OBLIGATIONS OF THE CONCESSION

Article 8 Obligations of the Concessionaire

8.1. The Concessionaire is obliged to implement the Project and the object of the Contract in accordance with its terms and conditions.

Especially the Concessionaire should:

The Concessionaire and the new established company will be jointly and severally liable for all the rights and obligations set forth in this contract.

A copy of the act of establishment, statute and registration of the new company as a legal entity shall be submitted to the Contracting Authority within 30 days from the date of registration in order to obtain the latter's approval, having in mind that the approval of the latter is given within 10 days from the date of submission of the relevant document. In case of delay for the expression of approval, it is considered that the Contracting Authority has no objections or suggestions regarding the establishment of the new legal person. In particular, it is required that the content of the Statute be included at least:

i. Form of society: The form of the company shall be "limited liability company" or "joint stock company", functioning in accordance with law no. 9901, dated 14.04.2008, "On Traders and Business Companies";

iv. Scope of the company: Cleaning, collection, transport and selection of urban waste through the construction of the plant for the city of Kamza and transfer to the contracting authority. (No other commercial activity is permitted except those exercised under this Contract);

ii. Duration: The Company shall exercise its activity in accordance with the terms of this Concession Contract;

iii. Company Founder: The new company will be established only by the Concessionaire.

8.2. Obtain all permits and licenses required for the performance of this contract in accordance with the Albanian legislation in force.

8.3. Take measures for each investment to be made according to the established deadlines and the quality required in this Contract;

8.4. Implement the project for the cleaning, collection, transport and selection of urban waste through the construction of the plant for the city of _____ according to the specifications specified in the contracting authority's request and the winning bid;

8.5. To have at all times, throughout the duration of the contract, all the means and equipment required by the contract in accordance with the technical specifications and the bid submitted in the tender. In case the use of a part of the equipment and equipment is impossible for technical reasons for certain areas or points, the Concessionaire may change part of the equipment and equipment only after verification and approval by the Contracting Authority of technical barriers.

8.6. To administer the project for the concession period / ppp;

8.7. To prevent and control any environmental pollution caused by any of its work and to return the environment, at its own expense, to the previous situation (before pollution).

8.8. To afford all costs related to damages that may eventually be caused to the Contracting Authority or to third parties.

8.9. Keep the Contracting Authority informed of any circumstances that may have an impact on the progress of the project;

8:10. Take measures to ensure compliance with the provisions of the Labor Code and relevant regulations on technical security, technical discipline, occupational safety, hygiene and fire safety, to prevent any disaster or disaster at work.

8:11. In its activity to implement the Albanian legislation in force;

8:12. Pay all costs for publications made as well as notary expenses.

Article 9

Investment Assessment and Contract Value

9.1. On the basis of the project data, the investments to be carried out by the concessionaire are in the total value of _____ (_____) Lek(ALL), according to Annex no. 1 attached.

9.2. The value of the contract is comprised of the total amount of payments that will be made by the contracting authority for the entire duration of the contract for the performance of the Service for the purification, collection, transport and selection of urban waste through the construction of the plant, which is equal to _____ Lek(ALL).

Article 10

Work program

The concessionaire undertakes to implement the following schedule of works:

10.1. The concessionaire undertakes to initiate the project implementation work within 45 days from the date of issue of the relevant permit for the installation of the waste management facility. The application for the granting of a permit shall be made within 30 days from the date of approval of the final implementation by the Contracting Authority.

10.2. The concessionaire undertakes to operate the plant within _____ days from the date the permit is issued. The deadline for obtaining the required permits is not more than months from the date of entry into force of the Concession Contract / ppp as provided for in the Standard Carrier Documents. The construction period is foreseen in the worksheet presented in Annex 2, attached.

10.3. These deadlines will be amended by agreement between the Contracting Authority and the Concessionaire if the obtaining of permits by the respective institutions is delayed beyond the regular procedural time for their receipt. The delay time will be the time of delays created by state entities.

Article 11

Testing the work

11.1. At the end of the works, work testing should be carried out to ensure the operation of the service. Testing will commence within 45 (forty-five) days of receipt of the notification made by the Concessionaire to the Contracting Authority.

11.2. This testing will be carried out under the control of a working group composed of representatives of the Contracting Authority and the Concessionaire, who will conclude with a final report on the implementation or not on the work of the waste management and waste management facility within 45 days of the beginning of the test, taking into account the complexity of the work.

11.3. In case of non-participation of the Contracting Authority during the test, the Concessionaire has the right to carry out the testing and commissioning of the work by notifying the Authorities in writing within 30 days of testing and putting into operation.

Article 12

Settlement of Concession Contract / PPP

12.1. Unilateral termination of the contract by the Contracting Authority.

The Contracting Authority has the right to terminate the contract:

12.1.1. When the Concessionaire does not commence work for ___ days (due to it) from the date of receipt of the respective Permit under Section 10.1. In this case, the Contracting Authority is entitled to receive the value of the Contract Security provided for in Article 14.

12.1.2. In case of non-realization of the purification of the city according to the chart provided in the bid and the technical specifications of the contracting authority.

12.1.3. When the Concessionaire transfers the shares / quotas of the new Concessionary Company, without the consent of the Contracting Authority;

12.1.4. When the Concessionaire abandons enforcement work for more than _____ (days) consecutive days. In this case the Contracting Authority is entitled to receive the value of the Contract Security provided for in Article 14 as the land and all the assets used for cleaning and administration of waste as it is at the moment of abandonment, without any obligation of any kind against the concessionaire or concessionary society.

12.1.5. When the new concessionary company is in the process of bankruptcy and / or liquidation in insolvency or other similar situations, by the consent of the concessionaire. The Contracting Authority shall be entitled to receive the value of the Contract Security provided for in Article 14.

12.1.6. When the Concessionaire does not repeatedly enforce one or more of its obligations under this Contract.

12.1.7. When it does not provide project financing within 12 months of the entry into force of the contract.

The unilateral termination of the contract does not release the Concessionaire from the obligation to continue to enforce the obligations related to the delivery of the plant and services to the Contracting Authority. The parties agree that surrender shall be made within a time limit of 30 days, starting from the moment of settlement.

If this obligation is not fulfilled by the Concessionaire then the Contracting Authority has the right to temporarily undertake the administration of the plant and the service to provide an effective and uninterrupted service.

12.2. Unilateral Contract Solution by the Concessionaire;

The Concessionaire has the right to terminate this Contract when the Contracting Authority is in serious breach of its contractual obligations and does not correct this violation within the time limit set out in point 12.4 of this Article.

12.3. Settlement of the contract by either party; Each of the parties has the right to terminate the contract when:

12.3.1. Notwithstanding the fulfillment of the criteria by the Concessionaire for application for a permit, a license in accordance with the legislation in force and the intervention of the Contracting Authority, the concessionaire has not been provided with them for legal reasons for the start of the works and / or operation of the Project.

12.3.2. Its continuation becomes impossible not for the consent of the concessionaire.

12.3.3. In the cases provided by article 20 point 20.3 of this contract.

12.3.4. When there is a serious breach on the other hand, and when this party cannot correct this violation within the time limit and the manner provided for in the concession contract.

12.4. Notification of the termination of the contract

Each of the Parties requesting the termination of this Agreement in accordance with this Article shall notify the other Party in writing in advance.

The notice must contain:

- i. Detail details highlighting the cause of the solution;
- ii. Contract termination date, in case of non-correction of the violation within 60 days from the date of notification;
- iii. Details of the calculation of payments as a result of the termination of the contract;
- iv. Any other important information.

12.5. Settlement of the contract by consensus:

The parties have the right to terminate the concession contract / PPO with mutual consent, negotiating the way of compensation for the investment. However, the Concessionaire has the right to request a Contract Security if it exists, provided that he has paid the agreed-upon negotiation agreement between the two parties.

12.6. Rights of Financing Parties and Substitution of Concessionaire:

12.6.1. Notification of Financing Parties:

Immediately after being aware of serious breach by the concessionaire of contractual obligations that affect the implementation and operation of the concession or result in the termination of the contract under points 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6 of the article 12 of this contract, the Contracting Authority, in addition to the concessionaire's notice under point 12.4 of this Article, also notifies the Financing Party in order to provide an opportunity for the latter to assist the concessionaire to remedy or take measures to correct such breaches within 60 (sixty) days of the date of such notification. The Contracting Authority grants to the Financing Party reasonable aids for this purpose.

12.6.2. Replacement of the Concessionaire

If it is not possible to correct the breach by the concessionaire, the Financing Party (if it deems it is of interest) chooses to intervene by proposing to the Contracting Authority the transfer of the Project to the hands of a substitute management team or a substitute entity having the expertise, skills, reputation and financial standing at least equivalent to that of the Concessionaire at the moment of winning the race;

With respect to the foregoing, the Contracting Authority shall not impede or delay without reason, consent, and shall do those actions that are required or are useful to effect such transfer of rights with respect to the Contracting Parties.

The Substitute will have the right to manage and administer the project and will realize all rights and obligations of the Concessionaire but will not be entitled to sell, transfer, place security on the assets used for the realization of the the object of the contract.

12.6.3. If the Financing Party decides not to exercise the rights provided for in this article or if, even after the exercise of these rights, a reasonable solution to the continuity of the project is not reached, the contract shall be settled.

12.7. Payments in case of Contract Settlement:

12.7.1. Payments of contract termination by the Contracting Authority for the concessionaire's fault.

In case of termination of the Contract for the Concessionaire fault, the Contracting Authority shall not assume any obligation for payment to the Concessionaire and shall hold the hardened contract security.

12.7.2. Contract Settlement Payments by the Concessionaire for the fault of the Contracting Authority.

In case of termination of a contract of fault of the Contracting Authority, the latter shall pay to the concessionaire the value of the investment made up to the moment of termination of the contract less the amortization value of the work as well as the missing profit that the Concessionaire may issue until the expiration of the term of this contract.

12.7.3. Contract Settlement Payments by either Party

In the case of a contract settlement by either party, according to point 12.3.1 of this Article, the Contracting Authority shall not assume any obligation for payment to the concessionaire.

Article 13

Contracts

13.1. The concessionaire has the right to enter into an entrepreneurial contract for the execution of project works and any other contract for the purpose of realizing the concession facility, respecting the restriction set out in section 17.2 of this contract.

In all contracts, the Concessionaire is required to comply with the terms of this Concession Contract.

The Concessionaire shall provide the Contracting Authority with the following information on the proposed subcontractor:

- i. His name and address;
- ii. The purposes for which the proposed subcontractor will be contracted, including any service to be provided by the proposed subcontractor; and
- iii. The value of the subcontract
- iv. Any further information reasonably required by the Contracting Authority.

13.2. The concessionaire is responsible before the Contracting Authority for the fulfillment of the obligations by the subcontractor.

13.3. The Contracting Authority does not assume any obligation vis-à-vis the entrepreneurs, suppliers and third parties in the event of disputes that may arise between the latter and the Concessionaire.

Article 14

Contract insurance

14.1. Prior to signing the contract, the concessionaire must have been hardened in a banking institution or provide to an insurance company within the territory of the Republic of Albania, for the account of the Contracting Authority, an amount of _____ (_____), representing 10% of the value total investment. The contract security form is an integral part, and is attached to this contract.

14.2. The concessionaire is not allowed to increase this value without the consent of the Contracting Authority.

14.3. The Contract Security will serve to guarantee the proper and timely execution of the obligations of the Concessionaire regarding the completion of construction work and completion of the testing.

Article 15

Insurance

15.1 The Concessionaire shall at all times furnish, maintain and renew such security assurance as may be required with respect to the exercise of the Concession Law, and shall convey, or shall take care, to forward to the Contracting Authority the certified copies of each certificate insurance upon receipt of a prior notice from the Contracting Authority.

15.2 The concessionaire shall provide the works of construction / erection of the building and then the full facility throughout the duration of the contract, at least the risks provided by insurance classes 8 and 9 of Article 7 of Law 9267 dated 29.07.2004 "On Insurance, Insurance, and Mediation in Insurance and Reinsurance "throughout the Concession Period and shall submit to the Contracting Authority a copy of it every year, within 15 days of the date of the insurance.

15.3 In case of damage to the construction phase, or during operation of the object, the value of the damage compensated by the insurer under the relevant insurance contracts shall be used to rebuild, repair, reset and restore the object to the condition that was before the damage. The deductible part of the amount that the insurer will pay for the damage compensation shall be borne by the Concessionaire.

15.4 The Concessionaire shall be responsible for any damages that may be caused to third parties due to the exercise of the activity.

15.5 The Contracting Authority shall be designated as co-insured in all insurance contracts.

Article 16

Authority Fees and Concessionary Fees

16.1 Payments of the Contracting Authority

The Contracting Authority shall pay to the Concessionaire the payments of the Contracting Authority according to the manner and value foreseen in the financial bid submitted by the Concessionaire, in accordance with the terms and terms provided for. The Contracting Authority shall make available all the necessary funds and shall undertake the necessary procedures to guarantee the payment of services rendered by the Concessionaire.

Payments that the Contracting Authority will be obliged to pay during the operation is that of the annual value of [_____] (in words) for a period of 12 years. Annual Payments are made in [-] installment [-] months and for each installment the Concessionaire issues the relevant invoice at the value corresponding to the period for which the payment will be made.

The Obligation of the Contracting Authority to make the payment of the installment arises shortly after the last day of the month ___ and payment must be made within a maximum deadline of ___ calendar days from the day of the birth of the obligation to make the payment.

In any case where the payment is not made within the deadline, then the interest amount for the delay calculated at ___% of the value of the unpaid installment will be foreseen on the value of the installment.

Countervailing Amounts

When the Contracting Authority objects to the installment payment by claiming non-performance of the services and within the time limits set forth in the Concessionaire's Bid, the Contracting Authority shall notify the Concessionaire of its written objections not later than 10 (ten) Business Days from the date on which the Authority The contractor shall receive the invoice and the data for the services rendered, stating the reasons and any available evidence that he has, to confirm his declarations, which contradict the details presented by the Concessionaire.

If the Contracting Authority does not oppose the invoice or the services rendered, then they are considered as received; and

The Contracting Authority is obliged to pay any part of the estimated value on the invoice, which has not been contested by the Contracting Authority. Refunds regarding the service and the specific monthly bill will not prevent the parties from continuing billing of the subsequent services and making the respective payments, unless there are objections.

16.2 Concessionary Fee.

The Concessionaire shall pay for the account of the Contracting Authority a Concessionary fee equal to the value of ____% of the proceeds from the sale of the waste after differentiation.

Article 17

Limitations

17.1 For each transfer of its share capital to third parties, the concessionaire or the new concession company shall obtain the prior consent of the Contracting Authority. In this case, the third party will be transferred the obligations or rights set forth in the concession contract.

17.2 The Concessionaire shall not be entitled to subcontract any of its obligations under this Contract without prior written consent of the Contracting Authority. In order to avoid any doubt, suppliers of equipment, materials and / or remittances will not be considered subcontractors under this Contract.

17.3 A new company to be created pursuant to section 8.1 and / or the Concessionaire shall not be entitled to impose mortgage, mortgage or any other burden on the assets to be incurred in the implementation of the works project and to conclude any kind of agreement financing with each Financing Party, provided that the mortgage, pledge or other burden and the relevant financing agreement serve to meet the obligations of the Concessionaire in this Contract.

Article 18

Reporting

18.1. The Concessionaire is obliged every month to report in writing to the Contracting Authority, the realization of the investment program in value and in nature, and then the amount of waste administered, as well as any other information that will be considered necessary by the Contracting Authority.

Article 19

Applicable legislation

19.1. The connection, implementation and interpretation of this Concession Contract will be based on Albanian legislation.

Article 20

Force Majeure

20.1. "Force Majeure" means any circumstance that is reasonably and objectively absolutely beyond the direct and indirect control and control of the injured party resulting in or causing the full or partial inability of the injured party to fulfill any of the its obligations under this contract (except for the payment of money), but only if and to the extent that:

- a. this circumstance in an objective and absolute way could not be prevented or impossible to be prevented, avoided or avoided by the injured party;
- b. the affected party has taken all reasonable precautionary measures, due diligence and reasonable alternative measures in order to avoid the consequence of this case in the ability of the injured party to fulfill its obligations under this contract and to mitigate the consequences of thereof;
- c. the event has not been, or has not been, a direct or indirect consequence of the violation by the injured party of any of its obligations under this contract; and
- d. the affected party has given notice in the agreed time period to the other party (unsolicited party)

20.2. Major Force Events are considered:

- i. Natural catastrophes, floods, earthquakes, nuclear pollution, biological chemicals and any event equal to them;
- ii. War, civil war, armed conflict, terrorist acts, blockades, embargoes last for not less than a month;

20.3. In the cases of the Force Majeure, the injured party must notify the other party within 30 days, showing and justifying the postponement of the fulfillment of obligations in order to find a way to facilitate the effects of force majeure and to continue the contract.

Delays in meeting obligations due to Force Majeure events may be grounds for mutual claims for reparation or compliance with contractual obligations. The limits of the fulfillment of obligations shall be determined by the parties in agreement between them.

The concession period will be extended in accordance with section 4.2.2 of this contract.

20.4. Termination of the contract due to force majeure

The party affected by the force majeure has the right to choose the concession contract:

- i. if even after the implementation of point 20.2 of this article, no solution has been reached for the benefit of the project,
- ii. when force majeure lasts longer than 6 months.

20.5. Consequences of termination of the contract due to force majeure

In cases of termination of the contract due to force majeure, the parties have no obligations to each other and each party will bear its own costs.

20.6. Settlement of disputes arising out of force majeure shall be made in accordance with Article 22 of this contract.

Article 21

Entry into force of the Concession Contract

21.1. The Concession Contract will enter into force after being signed by the parties, in accordance with Law No 125/23013 "On Concessions and Public Private Partnership", as amended.

Article 22

Resolving Disputes

22.1. Any dispute, dispute or complaint between the Contracting Parties arising out of or relating to the implementation and interpretation of this Concession Contract shall be settled by mutual agreement on the basis of goodwill.

22.2. When, despite the efforts of the parties, no common consensus is reached, competent to resolve any disputes related to this Concession Contract shall be the Tirana First Instance Administrative Court.

22.3. The initiation or continuation of procedures for resolving any dispute relating to this Concession Contract shall not suspend the implementation of the Project under the contract object and shall not relieve the parties of the obligations assumed under this Contract.

Article 23

Sanctions

23.1. Failure to comply with the terms and conditions of this Contract at the end of the period provided for in Article 10 of this Contract penalizes the Concessionaire as follows:

- i. For violation of the installation and putting into operation of the waste differentiation plant, ___% per day of the value of the missing investments.
- ii. For total failure to invest for the value agreed under section 9.1, the Concessionaire is penalized with _____% of the value of unrealized investments.
- iii. For every day delay for commencing the cleaning service is penalized with ___ ALL.

23.2. Sanctions are paid to the Contracting Authority's account.

In case of finding violations leading to the application of sanctions under this Article, the Contracting Authority and the Concessionaire shall discuss a 30-day breach of the violation.

23.3. When deciding on the application of the respective sanction, the Contracting Authority shall be entitled to demand the repayment of this obligation within 20 days.

In the event that this obligation is not settled on time, the Contracting Authority shall have the right, together with the repayment of the principal obligation, to seek legal interest.

23.4. The application and payment of penalties under this Article shall not release the concessionaire from meeting the obligations and provisions of this contract.

23.5. These penalties shall be borne by the Contract Security provided for in Article 14 above, provided that if the value of this security is not sufficient for the settlement of the penalties, the Concessionaire shall meet this amount on a case-by-case basis.

23.6. In cases where the absence or damage of the containers made available by the specifications for each case and / or any cause is ascertained, the Contractor is obliged to repair them.

In the event that the container is not repaired or its replacement by the Contractor then the Contracting Authority takes measures for its replacement by penalizing the Concessionaire with the value of the Container.

Article 24

Adjusting violations

24.1. When the Contracting Authority concludes that during the concession period, the Concessionaire has violated any of the obligations mentioned in this contract, he immediately discloses these breaches to the Concessionaire waiting for a 40 day period of his response with the respective arguments. The parties by mutual agreement will determine the manner and timeline within which the violation will be settled.

24.2. This procedure does not strip the Concessionaire from the obligation to pay other sanctions with financial effects stemming from non-fulfillment of obligations.

Article 25

Asset Transfer

25.1. Upon termination of the contract, the Concessionaire shall make any necessary action for the submission to the Contracting Authority of the assets received by him, those obtained by the Concessionaire during the concession period and any title on them, free from any kind of obligation, bar or mortgage.

The Delivery Process will be commenced at least 6 (six) months before the end of the Concession Period with a joint inspection of the Contracting Authority and the Concessionaire.

25.2. The Concessionaire shall transfer without remuneration in favor of the Contracting Authority:

- i. land, machinery, equipment;
- ii. ownership over buildings or plants constructed by it;
- iii. contractual rights;
- iv. handing over books, documents and warranties to these assets;
- v. any other right acquired by him through this contract;

25.3. The Concessionaire must prove that these assets are maintained and in good working order, taking into account the respective depreciation rate.

In case the contract is resolved due to force majeure, the concessionaire must prove that the existing condition of the asset has come as a direct result.

25.4. Any right that the concessionaire has acquired with this contract will expire with the transfer of the project.

25.5. The costs of project transfer will be borne by the concessionaire, unless the contract solving has come to the fault of the Contracting Authority.

Article 26

Termination of the contract

26.1. The Concession Contract ends with the completion of the 12-year term, taking into account the provisions of Article 4 of this contract.

26.2. Termination of the contract as a termination of its term or in case of early termination, does not strip the Concessionaire from the obligation to pay arrears against the Contracting Authority and third parties.

Article 27

Confidentiality

27.1. Each of the parties should consider as confidential all the documents and other information about the project, be they commercial or technical, and should not disclose to a third party, all or part of the document or information, without the consent of the other party, except as provided for in the relevant legislation.

Article 28

Amendments

28.1. This contract may be subject to change, additions and / or replacements only by written agreement of both parties.

28.2. Any amendment to this contract or its annexes annexed thereto, once it enters into force, will be an integral and indivisible part of this contract.

Article 29

Cooperation between the Contracting Authority and the Concessionaire

The Contracting Authority and the Concessionaire have pledged to cooperate in order to guarantee the full realization of the project.

Any communication about any problem between the parties will be made only in writing at the addresses indicated below by the parties. Parties are obliged to immediately notify each other of any change to each of these data within 10 (ten) days from the date of the change.

For any assistance that will be required from the Concessionaire by the Contracting Authority, the latter shall be obliged to submit a written request for whatsoever required in pursuance of the obligations of this Contract.

Addresses and contact numbers to be used in the implementation of this Agreement are:

For the Contracting Authority

Municipality _____

..... – Albania

Rr _____, Tirana

For the Concessionaire

Society " _____ " ltd. Address:

Article 30

Contract Registration

Within 30 days from the approval of the Project, this Contract must be registered in the Immovable Property Register.

This contract was drafted in 3 (three) copies in Albanian, and after reading it to the parties who understood and accepted it, they signed it with free and full will, and I notarize it regularly according to the law.

Note: The articles of this draft contract are subject to negotiation between the parties so long as they do not change the essence of the project and the criteria of the race and the bid submitted during the procedure.

PARTIES

CONTRACTING AUTHORITY

Municipality _____

Represented by :

Mr. _____

Concessionary

Temporary Association of Companies / Society

" _____ " ltd & " _____ " ltd

Represented by :

Mr _____

