

CONTRACT

PRICE: # _____ USD#

(Amount in Words Dollars)

SUBJECT: "Development of the Drin SAP investment plan and four project proposal documents"

In the framework of:

Memorandum of Understanding for the Management of the Extended Transboundary Drin Basin GEF Project FSP and MSP "Enabling Transboundary Cooperation and Integrated Water Resources Management in the Extended Drin River Basin"

This Contract (Agreement between Parties) is made in Athens on the xx st MAY 2020, and is signed between the two following parties:

- **MIO ECSDE** acting for the signing of the present Contract, as the Host Institute and legal body representing GWP-Med,
Tax Reg. No: EL097813422,
Tax Office ST ATHINON,
Address : 12 Kyrristou str. 105 56 Athens, Greece
Land line : +30 210 3247490
e-mail : info@mio-ecsde.org
legally represented by the Chairman of its Executive Board Prof. Michael Scoullos hereinafter referred to as "**the Contracting Authority**"

and

- _____ **Company**
Tax Reg. No:
Address:
phone: +
e-mail:
legally represented by as Director

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. The **Call for Offers** published on 29th of April 2020
2. That the **Contractor** participated, in the said call for offers and declared that he holds the necessary, know-how and experience and therefore submitted his Technical and Financial Offers, in compliance with the specifications set forth in the call;

3. The **Evaluation Report** as prepared by the “Call for Offers” Evaluation Committee dated xx/05/2020 accepting the **Contractor’s** Technical and Financial Offer;
4. MIO-ECSDE’s Awarding Letter to the **Contractor** dated xx/xx/2020.

Have agreed, contemplated and mutually accepted the following:

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This Contract includes by order of precedence the following documents which are unique part of the Contract and consists one undividable body:

- a) The present Contract including its Annexes;
- b) The Call for Offers document, including the Technical Description and Specifications (**Terms of Reference**)
- c) The **Contractor’s** Technical Offer;
- d) The **Contractor’s** Financial Offer;
- e) The Contractor’s Answers and clarifications

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

1. Supply of the Service

- 1.1. The Scope of this Contract is the provision of the services for the realization of the **Development of the Drin SAP investment plan and four project proposal documents according to the attached document “Terms of Reference”** to the details included in the (Technical and Financial) offers accompanying this Contract, as submitted by the **Contractor** being an integral part of this Contract.
- 1.2. The Contractor confirms that they have all necessary capacity and qualifications to supply the aforementioned services.
- 1.3. The services and any deliverables to be provided to the Contracting Authority by the Contractor under this Contract shall be rendered from the date of the signature of the present Contract and for a period of seven (7) months and it has to be completed in any case prior to end of December 2020.
- 1.4. The services shall be provided subject to the terms of this contract and in accordance with the specifications listed in the Contractors agreed Technical offer and methodology.
- 1.5. The schedule of activities and milestones are included in detail in the attached TORs and are summarized here below for easy reference

Deliverables	Time frame
A1: Inception report including the following Annexes:	3 months after the date of the signing of the contract
a) evidences of information collected through task A1	
b) information gaps with minimum set of input data required for cost estimates	
c) work plan	
B1 Inception report	
A2: Refined Methodology to assess the cost of the Drin SAP actions including the following Annexes:	5 months after the date of the signing of the contract
a) cost assessment methods to be used for each of the Drin SAP actions	
b) minutes of the meetings (MoMs) from missions	
B2: Four concept notes	
A3: Draft Drin SAP investment plan as described in task A3 for commenting purposes	5 months after the date of the signing of the contract
B3: Four draft full project proposal documents (one per Riparian, presented separately)	
A3a: Final version of the Drin SAP investment plan	7 months after the date of the signing of the contract
B3a: Final versions of the four full project proposal documents (one per Riparian, presented separately) as follows:	
a) Full project proposal document for Nature based solutions for the Ohrid lake, North Macedonia	
b) Full project proposal document for Implementation of CC mitigation and adaptation measures through small/medium scale structural interventions for combating floods and water scarcity in the areas of Morača and Zeta rivers in Montenegro and	
c) Fully completed GCF funding proposal template	
d) Full project proposal document for Preparation of the Drought Management plan for Kosovo	
e) Full project proposal document for Albania Water management pilot project	

1.6. The Contracting Authority may order additional services or ask for amendments, alterations of services already agreed with the Contractor, or give instructions to the Contractor which result in an amendment, alteration, reduction or extension of the services already agreed with the Contractor. In such case, the amended, altered, reduced or extended services must be expressly specified in an addendum and the possible impact of the Contracting Authority's orders or instructions on the fees to be paid to the Contractor must be expressly agreed by and between the Parties in the Addendum before the services are performed.

2. Payment of Fees

The Contracting Authority shall pay the fees agreed with the Contractor as indicate in the Contractor's Financial Offer and for a maximum amount of # _____**USD#**
(Amount in Words Dollars)

- 2.1. including VAT and any Tax or Fee should apply for any reason
- 2.2. The Contractor shall be entitled to invoice the Contracting Authority based on the following Payment Schedule of deliverables :

Deliverable	Verification	Payment	Scheduled amount
Contract signature	Advance payment upon signature of Contract	20%	TBD
All Deliverables of A1,B1,A2,B2	Submission and assessment/acceptance of Deliverables	20%	TBD
All Deliverables of A3,B3	Submission and assessment/acceptance of Deliverables	30%	TBD
All Deliverables of A3a,B3a	Submission and assessment/acceptance of Deliverables	30%	TBD
		TOTAL	100% xxxxxxxxxxxxx USD

- 2.3. For each one of the steps/deliverables, the Contractor will issue a separate Invoice prior to each transfer/payment. The Contractor's invoices shall be paid by the Contracting Authority within 10 days of the issue date. Invoices should be issued against:

MIO-ECSDE
Host Institute for the GWP-Med
Tax Registr. No : EL097813422
12, Kyrristou St. 105 56 Athens, Greece

3. Warranties and liability

The Contractor warrants to the Contracting Authority that the service will be provided using such care and skills as is customary for the provision of similar services on the Contracting Authority's country. The service will be provided in

accordance with the specification agreed, and at the intervals and within the times expressly agreed in Article 1.5. The Contracting Authority does not recognize or accepts any Legal Civil or other Liability or damage caused to any third party, due to Contractor's actions, malfunctions or other mishandlings.

4. Term, termination and consequences of termination

4.1 This contract shall take effect on the date of its signature by both parties or, if signatures do not occur simultaneously, when the latest signature is given. Unless sooner terminated pursuant to Articles 5.2 or 5.3, this contract shall continue for a period of 7 months.

4.2. Either party may (without limiting any other remedy) at any time terminate the contract by giving written notice to the other if the other commits any breach of this contract and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed. For the purposes of the present sub-clause, a breach of any provision of this contract shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

4.3 The termination of this contract for any reason shall not affect:

4.3.1 Either party's accrued rights, remedies or liabilities including payments due at the effective date of termination; or

4.3.2 The coming into force or the continuance in force of any provision of this contract which is expressly or by implication intended to come into or continue in force on or after termination.

5. Confidentiality

5.1 Both parties understand and acknowledge that, by virtue of the present contract, they may both receive or become aware of information belonging or relating to the other party, its business, business plans, affairs or activities, which information is confidential and proprietary to the other party and/or its Contractors and/or customers and in respect of which they are bound by a strict duty of confidence ("Confidential Information").

5.2 In consideration of such Confidential Information being disclosed or otherwise made available to either party for the purposes of the performance of the present contract, both parties hereby undertake that they will not at any time, either before or after the termination of the present contract, and either directly or indirectly, disclose, divulge or make unauthorized use of any Confidential Information, except to the extent to which such Confidential Information:

5.2.1 Is publicly known at the time of its disclosure or being lawfully made available to them;

5.2.2. After such disclosure or being made available to them, becomes publicly known otherwise than through a breach of this undertaking;

5.2.3 Is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by one of the Parties, provided that, where practicable, the other party is given reasonable advance notice of the intended disclosure.

5.3 Upon the earlier of a request from the other party or the termination of this contract, each party shall return the other all documents or records in any medium or format containing any Confidential Information which

6. Force majeure – excuse for non-performance

6.1 “*Force majeure*” means war, emergency, accident, fire, earthquake, flood, storm, traffic strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.

6.2 A party affected by *force majeure* shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any *force majeure* of which it has notified the other party in accordance with Article 6.3. The time for performance of that obligation shall be extended accordingly, subject to Article 6.4.

6.3 If any *force majeure* occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

6.4 If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three [specify any other figure] months, the Parties shall negotiate in good faith, and use their best endeavors to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 days, the other party shall be entitled to terminate this contract by giving written notice to the party affected by the force majeure.

7. Change of circumstances (hardship)

7.1 Where the performance of this contract becomes more onerous for one of the Parties, that party is nevertheless bound to perform its obligations subject to the following provisions on change of circumstances (hardship).

7.2 If, however, after the time of conclusion of this contract, events occur which have not been contemplated by the Parties and which fundamentally alter the

equilibrium of the present contract, thereby placing an excessive burden on one of the Parties in the performance of its contractual obligations (hardship), that party shall be entitled to request revision of this contract provided that:

7.2.1 The events could not reasonably have been taken into account by the affected party at the time of conclusion of this contract;

7.2.2 The events are beyond the control of the affected party; and

7.2.3 The risk of the events is not one which, according to this contract, the party affected should be required to bear.

7.3 Each party shall in good faith consider any proposed revision seriously put forward by the other party in the interests of the relationship between the Parties.

7.4 If the Parties fail to reach agreement on the requested revision within 30 days a party may resort to the dispute resolution procedure provided in Article 14. The court shall have the power to make any revision to this contract that it finds just and equitable in the circumstances, or to terminate this contract at a date and on terms to be fixed

8. No partnership or agency

Nothing in this Contract shall

- (i) be deemed to constitute a partnership in law between the Parties,
- (ii) constitute either party the agent of the other for any purpose or
- (iii) entitle either party to commit or bind the other (or any member of its respective group) in any manner.

9. Assignment and subcontracting

9.1 This Contract is dedicated to the Parties and neither party shall without the prior written approval of the other:

9.1.1 Assign, mortgage, charge or otherwise transfer or deal in, or create any trust over any of its rights or

9.1.2 Subcontract or otherwise delegate the whole or any part of its rights or obligations under this contract to another individual person or Legal entity.

10. Notices

10.1 Any notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified in Article 10.2 below in a manner that ensures receipt of the notice can be proved.

10.2 For the purposes of Article 10.1, notification details are the following:

– For the Contracting Authority:

Mr. Dimitris Faloutsos

Project Coordinator

GWP-Med - c/o MIO-ECSDE

12 Kyrristou str. 105 56 Athens, Greece

e-mail: dimitris@gwpmmed.org or secretariat@gwpmmed.org

– **For the Contractor:**

11. Entire Agreement

This contract sets out the entire and complete Agreement between the Parties. Neither party has entered into this contract in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in this contract. This Article shall not exclude any liability for fraudulent misrepresentation in accordance with Article 6.4

12. Effect of invalid or unenforceable provisions

If any provision of this contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this contract shall continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that, in the absence of the provision found to be null and void, the Parties would not have concluded this contract. The Parties shall use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

13. Dispute resolution

Any dispute, controversy or claim arising out of or relating to this contract, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of Greece which will have exclusive jurisdiction.

14. Applicable law and Language of the Contract

This Contract is being drawn up in English.

The Greek Law applies to the Contract.

DATE AND SIGNATURE OF THE PARTIES

**For the Contracting
Authority Signed by:**

**For the Contractor:
Signed by**

Prof. Michael Scoullos
Chairman GWP-Med
Chairman MIO-ECSDE

Being fully authorized by
and acting on behalf of

Official stamp

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Date:

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Being fully authorized by and acting on
behalf of

Official stamp

Date:

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