

Procurement Number: 002-2018-236- Title: Media Services

PART B: CONTRACT

KHCS Mother Teresa, (hereinafter called "the Contracting Authority"), of the one part; and

"Maximus" Production _____, (hereinafter called "the Economic Operator"), of the other part, have agreed to conclude a public contract for the:

Printing Services with Identification number: **002-2018-236**

Article 1 Subject

1.1 The subject of the contract shall be the **Media Services**.

1.2 The contract goes into force on **05/12/2018 and terminates on 15/02/2019**

1.3 Performance time limit cannot be more than 15 days from the date of receipt of the order.

1.4 The place of execution of services shall be performed as previously set by project, respectively in Prishtina,

1.5 The Incoterm applicable shall be DDP¹² (Delivered Duty Paid).

Article 2 Law applicable

2.1 Law applicable shall be Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092. Kosovo Laws that are in power shall apply in all matters not covered by the provisions of the contract. The jurisdiction shall be the relevant court in Prishtina.

Article 3 Price

3.1 The total price of the Contract shall be: **2,000.00** _____ **Euro**
With verbs Tu/zero/eight/five and 00/100

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Economic Operator under the contract. It shall be firm and shall not be subject to revision during the execution of the contract (except the price of those articles that are exposed to the price changes according to the certain stock exchange, if applicable).

Article 4 Payments

4.1 Payments shall be made in Euros.

¹² DDP – Delivery Duty Paid –Incoterms 2010 International Chamber of Commerce.

The Contracting Authority shall pay the total amount of EUR, after received all media presentation material, based in article 3.1

4.2 Payments due according to an invoice issued by the Economic Operator shall be paid within no more than 30 days from the date on which an admissible payment request is registered by the competent department. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

Article 5 Tax and customs arrangements

5.1 The Economic Operator is responsible for all duties and taxes in compliance with the Law of the Republic of Kosovo.

5.2 All taxes and other customs duties are considered that they are included in the contract price.

Article 6 Quality

6.1 **The quality of the services must in all respects satisfy the technical specifications laid down in the Tender Dossier, Terms of Reference, and Work Methodology presented by Economic Operator,**

Section 7 Warranty

7.1 For this type of services warranty is not required.

Article 8 Delays in execution

8.1 If the Economic Operator fails under his own responsibility *[to perform any or all of the services]* within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 0,25% in days of the value of the undelivered *[services]* to a maximum of 10% of the total value of the contract.

Article 9 Inspection and testing

9.1 The Contracting Authority shall be entitled, from time to time, to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity.

Article 10 Subcontracting

10.1 A subcontract shall be valid only if it is a written agreement by which the Economic Operator entrusts performance of a part of his contract to a third party. The Economic Operator shall not subcontract without the prior written authorisation of the Contracting Authority. The Contracting Authority shall notify the Economic Operator of its decision within 5 days of receiving the notification, stating its reasons if authorisation is withheld.

Article 11 Termination of the contract by the Contracting Authority

11.1 The Contracting Authority may, after giving the Economic Operator seven days' notice, terminate the contract in any of the following cases: a) the Economic Operator substantially fails to perform his obligations under this contract; b) Fails to perform its obligations under the contract within the time limits; c) Refuses to carry out administrative orders given by the Contracting Authority; d) Assigns the contract or subcontract without the authorisation of the Contracting Authority; e) Bankrupts; f) is convicted of an offence concerning professional conduct by a judgment which has the force of res judicator; g) has been the subject of a judgment which has the force of res judicator for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the communities financial interest; and h) any other legal disability hindering performance of the contract occurs.

Article 12 Termination by the Economic Operator

12.1 The Economic Operator may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority: a) fails to pay to the Economic Operator the amounts due within the deadline stated with the contract; b) consistently fails to meet its obligations with the contract; c) as the result of Force Majeure, the Economic Operator is unable to perform a material portion of the Contract for more than 180 days, for reasons not specified in the contract or not attributable to the Economic Operator.

Article 13 Dispute settlement by litigation

13.1 If no settlement is reached within 30 days of the start of the amicable dispute-settlement procedure, each Party may seek a ruling from a court.

13.2 Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to **Economic Court in Prishtinë in accordance with the Kosovo law.**

Article 14 Communications

14.1 Any written communication relating to this Contract between the Contracting Authority and the Economic Operator must state the Contract title and the identification number, and must be sent by post, fax, e- mail or by hand.

Done in [Albanian] [English] ¹³ in three originals, two originals being for the Contracting Authority and one original being for the Economic Operator

For the Economic Operator

For the Contracting Authority

Name:	Blerdi Malushi	Name:	Zef Shala
Position:	Director	Position:	Executive Director
Signature:		Signature:	
Date:		Date:	05/12/2018
Stamp:		Stamp:	

¹³ The language shall be the language used by the tenderer in his tender.