**FRAMEWORK SERVICE CONTRACT**

**FOR**

**“FOR THE PROVISION OF TAXI SERVICES TO THE REGIONAL YOUTH COOPERATION OFFICE (RYCO) HEAD OFFICE”**

This Framework Service contract,the “Contract*”*, is signed on day/month/, 2021 by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of Albania, under registration number L71911452J, having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

and

1. ***Company***: -------- (*name*) -----------------a company incorporated under the laws of -----------, having its registered office in --- (*insert full address*)--, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this Contract by M/Mrs (*name surname*), (*Administrator, CEO*), adult, with full legal capacity to act, referred to as the “*Service Provider*” or the “*Contractor*”.

*on the other part,*

Hereinafter referred to individually as the “Party” and collectively the “Parties”

By signing this Contract, the Service Provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the provision of taxi services to RYCO, as described in the terms of reference, part of and attached to this Contract.
2. The Service provider hereby states and warrants that it is fully capable to provide the Services outlined herein and has no other commitments or engagements which could prevent it from performing its obligations under the present Contract.

**Article 2**

**Term of the Contract**

This Contract shall enter into force on January 31st, 2021 and shall be valid until   
December 31st, 2021. This Contract can be further extended or renewed upon mutual agreement of the Parties.

**Article 3**

**Obligations of the Service provider**

1. The Service provider shall be responsible for rendering taxi services, including but not limited, to the following itineraries:
2. Within the city of Tirana;
3. To - from the Tirana Airport;
4. Travels within Albania;
5. Travel from Tirana, Albania towards the Western Balkans region (Bosnia and Herzegovina, Kosovo\*, Montenegro, North Macedonia and Serbia) and vice versa.
6. The Service provider:
7. shall immediately review any requests or complaints submitted by RYCO and resolve any issues or disputes related to the provision and quality of services within ten (10) working days. RYCO must describe and report the problem in details;
8. shall be responsible for problems that may affect the quality of the provided services when they are caused by the Service provider and shall cover all related costs;
9. assign a contact person with very good command of English to oversee the services provided to RYCO;
10. shall not charge for the time required for the vehicle to arrive at the pick-up location.
11. The Service provider shall render the taxi services on a “*when needed*” basis.

*\*This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.*

**Article 4**

**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Service provider in case of any possible problems or malfunctions;
2. Create all the conditions and provide all the necessary support in order for the Service provider to perform all required services and to achieve the objective of this Contract;
3. Provide feedback and guidance on the performance of the Service provider;
4. Communicate on a regular basis with the Service provider.

**Article 5**

**Payment Modality**

1. The Service provider shall submit to RYCO the monthly original invoice at the end of each month, specifying the services performed within the duration of one month, the fixed unit prices per each route and the total value.
2. The Contracting authority will execute the payment of the respective monthly invoice within 30 (thirty) days upon its submission by the Service provider. If RYCO cannot accept an invoice it shall inform the Service provider of its non-acceptance within a reasonable time from receipt.
3. The payment will be in EUR currency, to the following bank account:
   1. *Bank account holder name:*
   2. *Bank name:*
   3. *Bank account no:*
   4. *SWIFT:*
4. The Contracting authority may at any point suspend the payment deadline if the request for payment cannot be processed because it does not comply with the Contract’s provisions. The Contracting authority must formally notify the Service provider of the suspension and the reasons for it within 5 (five) days upon reception of the invoice.
5. The suspension takes effect on the day the notification is sent by the Contracting authority. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
6. If the payment deadline has been suspended due to the non-compliance of the provided services the Service provider must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise the Contracting authority may also terminate the Contract.
7. The Contracting authority may reject parts of or reduce the payment if the Service provider is in breach of any of the obligations under this Contract.

**Article 6**

**Performance of the Contract**

1. The Service provider must perform the Contract to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Contract.
2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 7**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
   1. is performing its obligations poorly, or
   2. has committed substantial errors or irregularities that have undermined the continuity of the work.
2. The Contracting authority must formally notify the Service provider of its intention, including the reasons why and is to submit any observations within 5 (days) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.
3. The Service provider shall cover all costs for any damages caused to RYCO during the performance of this Contract.
4. Each Party may terminate the contract at any time by giving a 30 (thirty) days written notification to the other Party.

**Article 8**

**Records and Supporting Documentation**

The Service provider must keep all records and supporting documentation for 2 (two) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Service provider must keep the records and supporting documents until these procedures end.

**Article 9**

**Applicable Law and Dispute settlement**

1. This Contract is governed and construed by the laws of the Republic of Albania.
2. Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of Albania.

**Article 10**

**Independent Contractor**

1. The Supplier shall provide the Services under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

**Article 11**

**Taxes**

The Service provider is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the Albanian legislation.

**Article 12**

**Amendment**

Amendments to this Contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 (thirty) days of receiving notification.

**Article 13**

**Assignment**

The Service provider shall not assign, sub-contract, or in any other way dispose of the Contract or any part of it without prior approval by the Contracting authority.

**Article 14**

**Confidentiality**

1. All information which comes into the Service provider’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of RYCO.
2. The Service provider shall comply with the Data Protection Law in the Republic of Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.
3. These obligations shall survive the expiration or termination of this Contract.

**Article 16**

**Severability**

If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall become null and void; nevertheless, all other provisions of this Contract shall remain in full force.

**Article 17**

**Entirety**

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.
2. This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

**Article 18**

**Notices**

1. All communication by and between the Service provider and RYCO concerning the execution of this Contract shall be directed to (*insert* *position/title* *name/ surname*) of RYCO, to the following e-mail address: (*insert email address*) and to Ms./Mrs./Mr. (*insert* *position/title* *name/ surname*) on behalf of the Service provider, to the following email address: (*insert email address*).
2. Both Parties undertake the obligation to notify immediately one another of any change in their registration such as residence, contact details, or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.

**Article 19**

**General Provisions**

1. The language of the written correspondence between the Parties shall be English.
2. None of the Parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the Parties to fulfil its obligations.
3. The entire Agreement between the Parties is composed of the:
4. Contract,
5. Terms of reference,
6. Financial offer,

This Contract is done in English in 3 (three) original documents, 2 (two) originals being for the Contracting authority and 1 (one) original being for the Service Provider.

For the Contracting authority: For the Service provider

M. Djuro Blanusa Mr/Ms/Mrs

Secretary General, Legal representative

Regional Youth Cooperation Office [*Company name*]