



REPUBLIKA E SHQIPËRISË

MINISTRIA E BUJQËSISË DHE ZHVILLIMIT RURAL
SEKRETAR I PËRGJITHSHËM

Nr. 2146 prot.

Tirana, on 10. 03. 2026

Subject: Contract Reference No. AL-MARD-491797-CW-RFP.

To: **JV Matrix Konstruksion and Abkons sh.p.k.**
Address: **"Themistokli Gërmenji" Street, in front of RTSH, Floor II, Tirana**
Tel.: **+355 4 225 8326**
Email Address: **rbasha@abkons.com**

To: Mr. Basha

This is to notify you that your Proposal dated July 10. 2025 for execution of the **Design, supply and installation of Solar Panels in 25 Drainage Stations and need to upgrade the internal electricity network** for the Contract Price in the aggregate of **156,168,307.88 ALL incl. VAT.** as corrected and modified in accordance with the Instructions to Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITP 54.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the RFP Document.

Attachment: Contract Agreement

Best regards,



Dritan Palnikaj
Secretary General

Contract Agreement

THIS AGREEMENT is made the _____ day of _____,

BETWEEN

(1) **Ministry of Agriculture and Rural Development** a corporation incorporated under the laws of Albania and having its principal place of business at Blv. "Deshmoret e Kombit", no. 2 Tirana, Albania (hereinafter called "the Employer"), and (2) **J-V Matrix Konstruksion and Abkons sh.p.k.**, a corporation incorporated under the laws of Albania and having its principal place of business at "Themistokli Gërmenji" Street, in front of RTSH, Floor II, Tirana (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. "**Design, supply and installation of Solar Panels in 25 Drainage Stations and need to upgrade the internal electricity network**" ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Proposal and Price Schedules submitted by the Contractor
- (c) Particular Conditions of Contract
- (d) General Conditions of Contract
- (e) Specification
- (f) Drawings
- (g) Other completed Proposal forms submitted with the Proposal
- (h) Any other documents forming part of the Employer's Requirements
- (i) Any other documents forming part of the contract, including, but not limited to:
 - i. Code of Conduct for Contractor's Personnel (ES).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: 156,168,307.88 ALL incl. VAT 20% as specified in Price Schedule No. 5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer shall make payments to the Contractor directly based on the Progress Payment Statements submitted by the Contractor and certified by the Engineer/Employer. Payments shall be made in accordance with the terms and conditions of the Contract, and in the currency specified in the Contract Price, within the period stipulated for payment following the approval of each Payment Certificate.

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

Article 3. Effective Date

3.1 Effective Date (Reference GCC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;

- (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor;
- (e) constitution of the DB.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4.
Communications**

- 4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is:

Ministry of Agriculture and Rural Development
Adr: Blv. "Dëshmorët e Kombit", Nr. 2, 1001, Tirana,
Albania
E-mail: arben.molla@bujqesia.gov.al
Attn: Mr. Arben Molla
Project Manager

- 4.2 The address of the Contractor for notice purposes, pursuant to GCC 4.1 is:

Article 5. Appendices

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

Dritan Palnikaj
[Signature]

Secretary General
[Title]

in the presence of **Arben Molla**_____

Signed by, for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

APPENDICES

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Major Items of Plant and Installation Services and List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Documents for Approval or Review
Appendix 8	Functional Guarantees