

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1

For the Contracting Authority:

Name	
Position	
Address	
Email	

For the Contractor:

Name	
Position	
Address	
Email	

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 9 General obligations

9.9 The Contractor must undertake all necessary activities to comply with its obligation towards visibility. These activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission. He must ensure that all documents like reporting, correspondence, request for payments, individual contracts with the employees etc., produced by the contractor or the related works contractor, are made using the standard forms with visibility elements as presented in the Visibility Manual.https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in the instrument financing this action. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.1a) The Contractor shall insure the goods for their replacement value (110%) during delivery and commissioning. The insurance policy shall cover the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, transport damage, theft, improper handling, fire, water, lightning, and professional malpractice, from the time of shipment (ex factory/warehouse) until the issuance of the Provisional Acceptance Certificate.

12.2b) The supplies shall be covered by the "all risk" insurance from "warehouse to place of delivery", valid until the provisional acceptance certificate is issued

Article 18 Commencement order

18.1 The implementation of tasks shall commence on the date of the contract signature.

Article 19 Period of implementation of the tasks

19.1 The period of implementation of tasks is 2 months from the commencement date.

Article 26 General principles for payments

26.1 Payments shall be made in euros

Payments shall be authorised and made by DIRECTORATE GENERAL OF CUSTOMS.

- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
- a) For the 40% of the total contract price after signing of the contract against the provision of the submission of pre-financing guarantee for the same amount.
 - b) For the 60 % balance the invoice(s) together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

- 29.3 Each package must be labelled with the logo of European Union and indicate the programme under which it is financed and title of the project. Each item must be labelled with a non-removable sticker bearing EU logo.

The packaging shall become the property of the recipient subject to environmental considerations.

- 29.5/6/7 Each delivery must be accompanied by the following documents:
- Insurance certificate;
 - Packing list;
 - Invoice;
 - Warranty certificate (including claims procedures);
 - Certificate of origin; The Certificate of Origin must clearly identify the goods it refers to (e.g. by listing the serial numbers or indicating the number of the Freight Note/Packing List where the goods are described and identified).

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

Article 32 Warranty obligations

- 32.7 The warranty must remain valid for maximum one year after provisional acceptance.

A commercial warranty has to be provided for the items for the duration as specified in Annex 1 of the Technical Specifications.

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Albania in accordance with the national legislation of the state of the contracting authority.

Article 44 Data protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at ePRAG.

Article 45

Not applicable

¹ OJ L 205 of 21.11.2018, p. 39