# *SPECIAL CONDITIONS*

Interreg IPA II CBC PROGRAMME, Greece - Albania 2014-2020/ “**OLIVE CULTURE**” / Prot no. 1348, **Order No. 08, date 06.03.2020**

**CONTRACT TITLE < Equipment – Furniture and office equipment for the Olive and more agribusiness HUB, procurement for IT equipment and stationeries ”  *–* in the frame of the project “OLIVE CULTURE >**

**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 <Municipality of Berat. Mrs. Albana Shyti Project Manager . email address: info@bashkiaberat.gov.al >. Postal address : Bashkia Berat, blvd. Republika. Berat .Albania.

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 6 Subcontracting**

6.3 N/A

**Article 7 Supply of documents**

Technical specifications provided according to the Annex II+III filled by the

contractor with the relevant details on each item.

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**Article 8 Assistance with local regulations**

N/A

**Article 9 General obligations**

9.9 The contractor should comply with its minimum obligation toward visibility. The the Program IPA CBC Gr-AL logo should be visible in an adhesive sticker in the items provided. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .>

**Article 10 Origin**

## 10.1 In the programme rules there is an authorised derogation from the rules of origin for supply less than 100.000 eur.

**Article 12 Liabilities and insurance**

**n/a**

**Article 13 Programme of implementation of tasks**

**n/a**

**Article 14 Contractor’s drawings**

14.1 Manuals are required from the contractor for electronic suplies

**Article 15 Sufficiency of tender prices**

n/a

**Article 16 Tax and customs arrangements**

16.1 Incoterm applicable shall be DAP

**Article 17 Patents and licences**

**n/a**

**Article 18 Commencement order**

18.1The place of acceptance of the supplies shall be BERAT, the time limits for delivery shall be 14.09.2020 and the Incoterm applicable shall be DAP.

**Article 19 Period of implementation of the tasks**

19.1The implementation period of tasks shall run from 15.07.2020 to date 14.09.2020 for provisional acceptance

**Article 24 Quality of supplies**

24.2 <Indicate here if a preliminary technical acceptance is required>

**Article 25 Inspection and testing**

n/a

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

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% pre-financing, the request and the related invoices and by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

**Article 28 Delayed payments**

28.2By 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**

29.3The packaging shall remain the property of the contractor subject to environmental considerations

**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.

**Article 33 After-sales service**

n/a

**Article 40 Settlement of disputes**

40.1 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Albania applying the national legislation 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/EC[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)