**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1

|  |  |
| --- | --- |
| Name:  | Municipality of Berat  |
| Contact Person:  | Marius Qytyku |
| Address:  |  Bashkia Berat .Blvd. Republika  |
| Telephone:  |  0693771773 |
| Fax:  |   |
| E-mail:  |  info@bashkiaberat.gov.al  |

**For the Contractor:**

|  |  |
| --- | --- |
| Name:  |  |
| Contact Person:  |  |
| Address:  |  |
| Telephone:  |  |
| Fax:  |  |
| E-mail:  |  |

**For the Supervisor:**

|  |  |
| --- | --- |
| Name:  |  |
| Contact Person:  |  |
| Address:  |  |
| Telephone:  |  |
| Fax:  |  |
| E-mail:  |  |

**For the Beneficiaries:**

|  |  |
| --- | --- |
| Name: |   |
| Contact Person:  |   |
| Address:  |   |
| Telephone:  |   |
| Fax:  |  |
| E-mail:  |   |

The name and contact details of the Supervisor and his representative(s) shall be given to the Contractor after the award of the Contract

The name and contact details of the Contractor's representative shall be included before this Contract is signed.

**Article 5 Supervisor and supervisor’s representative**

5.2 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative.

5.4 Copies of the administrative orders shall be delivered to the Beneficiary and the Contracting Authority.

The Supervisor requires the approval of the Contracting Authority before exercising the following duties:

1. Approval of replacement of Contractor's Representative and Site Manager
2. approve any extension of the period of implementation
3. order a modification under article
4. order a suspension of the works and termination of the contract
5. proceed with partial acceptance
6. issue a certificate of provisional acceptance
7. issue a certificate of final acceptance

**Article 9 Access to the site**

9.1 The contractor is reminded that there is a head of delegation of the European Commission in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

**Article 12 General obligations**

12.9 A display panel must be developed and installed which will identify the key deliverables and project management structures of the EU-financed actions to which they refer. It must be clearly visible so that passers-by are able to read it and understand the nature of the action and the role of the EU as donor. It must be erected beside the access route to the site where the action is taking place and must remain in place from the start of the action until six months after its completion.

EU contributions to the construction must be acknowledged by a permanent commemorative plaque. It must be placed during the opening ceremony, in the most visible part of the structure, such as the main entrance, or in front of the building.

**Article 15 Performance guarantee**

15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

**Article 16 Liabilities and insurance**

16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

16.1 b) By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

**Article 17 Programme of implementation of tasks**

17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.

17.2. The supervisor shall return this document to the contractor with any relevant remarks within 10 days of receipt, save where the supervisor, within those 10 days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted

**Article 21 Exceptional risks**

21.4 Exceptionally adverse weather conditions not allowing the continuation of the works on site (floods, earthquakes, etc.)

**Article 34 Period of implementation of tasks**

34.1 1 (one) calendar months from contract signature.

**Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

**Article 39 Work register**

39.1 The work register shall be kept on site and signed by the Supervisor, it shall include in it at least the following information

a) the weather conditions, interruptions of work due to weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, as well as orders given to the Contractor;

b) detailed statements of all quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor.

**Article 40 Origin and quality of works and materials**

## 40.1 All goods purchased under the contract must originate in any eligible source country as defined in INTERREG IPA CBC, Greece - Albania, 2014–2020, EUD programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000. A category of similar goods to be purchased shall not be broken down over more than 1 item of the breakdown of the lump-sum price (Volume 4.2.3)]

## For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

## Goods originating in the EU include goods originating in the Overseas Countries and Territories.

## When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

(\*) the following specifications Design Specifications.

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in EURO.

**Article 46 Pre-financing**

46.1 No pre-financing is possible.

46.3 By derogation from Article 46.3(c) of the general conditions, no pre-financing guarantee is required.

**Article 47 Retention monies**

47.1 The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period is 10 % of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee

**Article 48 Price revision**

48.1 Prices are fixed and shall not be revised.

**Article 49 Measurement**

49.1 This is a lump‑sum contract.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Percentage** | **Nature** | **Timing** |
| … | 90 | Interim payment of Article 50 | After issuing of the certificate of provisional acceptance |
| <last> | 10% | Retention money of Article 47 | Within 45 days of the issuing of the signed final statement of account |

**Article 50 Interim payments**

50.1 The interim payments will be paid as determined in Article 49.1 of these special conditions.

**Article 53 Delayed payments**

53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

**Article 68 Dispute settlement**

68.4 Direct management:

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction ofthe courts of Brussels, Belgium.