**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 Contracting Authority

|  |  |
| --- | --- |
| Name:  | Municipality of Berat |
| Contact Person:  | Luciano Bojaxhi |
| Address:  | Bulevardi Republika  |
| Telephone:  |  |
| Fax:  |  |
| E-mail:  | info@bashkiaberat.gov.al |

**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

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

**5.2** The contracting authority will make available all relevant documentation to the supervisore

**5.3** 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

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

**Article 7 Subcontracting**

7.3 Subcontracting is allowed up to 30 % of the total value of this Contract excluding contingencies

**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 The activities implemented must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

**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.

**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;

39.2 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 IPA II 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)]

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 requirements of < Technical Specifications and Design Specifications attached.

**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 48 Price revision**

48.1 Prices are fixed and shall not be revised.

**Article 49 Measurement**

49.1 This is a lump‑sum contract.

The amounts due shall be calculated by measuring the percentage of works carried out in relation to the firm quantities of each item of the breakdown of the lump-sum price and by applying that percentage to the lump-sum price of the related item

**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 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <Albanian Court> in accordance with the national legislation of the state of the contracting authority.

**Article 72 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.

\* \* \*

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