# *SPECIAL CONDITIONS*

**Contract title:** “**“Procurement of uniform sets for 22 firefighters of Berat”**” in the frame of the Project *Fire Prep*

**Publication reference** : Interreg IPA II Cross-border Cooperation Programme Greece-Albania 2014-2020, Order nr. 01 , Prot. Nr. 1346, dated 09.03.2023

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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 The Municipality of Berat contact person is Mrs. Etleva Dhima, address: Bashkia Berat, Blvd. Republika,Berat,Albania. Email: info@bashkiaberat.gov.al

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**

The documents to be supplied should be according to the table described in Annex II+III of the technical specifications and according to the drawings attached to the tender dossier.

**Article 8 Assistance with local regulations**

N/A

**Article 9 General obligations**

9.9 The contractor has to comply with its minimum obligation toward visibility. The Project FIRE PREP 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 authorized derogation from the rules of origin for supply less than 100.000 euro. All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

The liability rules described below are without prejudice to the possible application of

international conventions on the carriage of goods.

1. Liability for damage to supplies

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

Compensation for damage to the supplies resulting from the contractor's liability in respect of

the contracting authority is capped at an amount equal to one million euros if the contract value

is less than or equal to one million euros. If the contract value is greater than one million euros,

compensation for damages resulting from the contractor's liability shall be capped to the

contract value. However, compensation for loss or damage resulting from fraud or gross

negligence of the contractor, its staff, its subcontractors and any person for which the

contractor is answerable, can in no case be capped.

b) Contractor's liability in respect of the

contracting authority At any time, the contractor shall be responsible for and shall indemnify

the contracting authority for any damage caused to the contracting authority by the contractor,

its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting

authority is capped at an amount equal to one million euros if the contract value is less than

or equal to one million euros. If the contract value is greater than one million euros,

compensation for damages resulting from the contractor's liability shall be capped to the

contract value. However, compensation for loss or damage resulting from the contractor's

liability in case of bodily injury, including death, can in no case be capped. The same applies

to compensation for any damages of any kind resulting from fraud or gross negligence of the

contractor, its staff, its subcontractors and any person for which the contractor is answerable.

**Article 13 Programme of implementation of tasks**

13.2 N/A

**Article 14 Contractor’s drawings**

14.1 Specifications and pictures of the uniforms attached.

**Article 15 Sufficiency of tender prices**

15.1 N/A

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP( Delivery Duty Paid)- Incoterms 2010,International Chamber of Commerce.

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1The implementation of the tasks is to commence on the date of the Contract’s signature, foreseen to be around 27.07.2023.

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

19.11 (one ) month from the Contract’s signature.

**Article 24 Quality of supplies**

24.1.The supplies must in all respects satisfy the technical specifications laid down in the

contract and conform in all respects to the drawings, surveys, models, samples, patterns and

other requirements in the contract, which shall be held at the disposal of the contracting

authority or the project manager for the purposes of identification throughout the period of

execution.

 24.2. Any preliminary technical acceptance stipulated in the special conditions shall be the

subject of a request sent by the contractor to the project manager. The request shall

indicate the reference to the contract, specify the materials, items and samples submitted for

such acceptance according to the contract and indicate the lot number and the place where

acceptance is to take place, as appropriate. The materials, items and samples specified in the

request must be certified by the project manager as meeting the requirements for such

acceptance prior to their incorporation in the supplies.

24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of

components to be supplied have been technically accepted in this way, they may still be

rejected if a further examination reveals defects or faults, in which case they must immediately

be replaced by the contractor. The contractor may be given the opportunity to repair and make

good materials and items which have been rejected, but such materials and items will be

accepted for incorporation in the supplies only if they have been repaired and made good to

the satisfaction of the project manager.

**Article 25 Inspection and testing**

25.2 The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the working team and the project manager to proceed with the acceptance of the supplies. The contractor is deemed to have fully appreciate the difficulties which it might account in this respect and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

**Article 26 General principles for payments**

26.1 Payments shall be made in local currency .

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,

1. For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.
2. The payments will be done after the Contracting Authority has received the reimbursement funds from the Program Secretariat.

**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 contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance will be issued by the Contracting Authority when the supplied shall be taken over by the Contracting Authority and when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be.

**Article 32 Warranty obligations**

The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials unless otherwise provided in the contract. The contract shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of supplies in the conditions obtaining in the country or the contracting authority.

**Article 33 After-sales service**

33.1 After sale services will be those foreseen in the warranty guarantee.

**Article 40 Settlement of disputes**

The parties shall make any effort to settled amicably any disputes arising out of or relating

to this contract which may arise between them.

If the amicable settlement procedure and if so requested, the conciliation procedure fails,

each party may refer the dispute to either the decision of a national jurisdiction or

arbitration .

**Article 44 Data protection**

Any personal data included in or relating to the contract, including its implementation,

shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be

processed solely for the purposes of the implementation, management and monitoring

of the contract by the data controller. The contractor or any other person whose

personal data is processed by the data controller in relation to this contract has specific

rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU)

2018/1725, in particular the right to access, rectify or erase their personal data and the

right to restrict the processing of their personal data or, where applicable, the right to

object to processing or the right to data portability. Should the contractor or any other

person whose personal data is processed in relation to this contract have any queries

concerning the processing of its personal data, it shall address itself to the data

controller. They may also address themselves to the Data Protection Officer of the data

controller. They have the right to lodge a complaint at any time to the European Data

Protection Supervisor. Details concerning the processing of personal data are available

in the data protection notice referred to in the special conditions .

**Article 45 Further additional clauses**

Add other clauses approved by the competent Commission departments.

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