# *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 The contact person of the Contracting Authority for the project is:

Ketrina Çabiri Mijo

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The contact person of the Contractor for the specific contract is:

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**Article 7 Supply of documents**

A complete set of manuals and other technical documentation should be submitted prior to installation.

**Article 8 Assistance with local regulations**

Please address to the Contracting Authority.

**Article 9 General obligations**

9.9 The Contractor shall take the necessary measures to comply with its minimum obligation toward visibility. 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 All goods purchased must originate from an eligible source country as defined in ERASMUS + programme. 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.

**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**

12.1(a) ‘By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, 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 50.000 Euro ’.

12.1(b) ‘By way of derogation from Article 12.1(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 43.000 Euro’.

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(b), paragraph 2 In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

* ***DAP - Delivered At Place****:* Incoterm whereby the buyer bears all risks and costs of import clearance:

*‘the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place’[[2]](#footnote-2)*, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 The Supplier shall submit an implementation programme within 7 days of the contract signature by both parties which will have to be agreed by the Project Manager.

**Article 14 Contractor’s drawings**

14.1 Any of the items shall be accompanied with the respective user manual and relevant drawings.

**Article 15 Sufficiency of tender prices**

15.1 Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid)/DAP - Delivered At Place: Incoterms 2010, International Chamber of Commerce

**Article 17 Patents and licences**

17.1 There is no derogation from Article 17 of the general conditions.

**Article 18 Commencement order**

18.1Implementation of the tasks shall begin immediately from the date of the signature of the contract by the last party.

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

19.1Period of implementation of tasks is 60 days from the date of the signature of the contract by the last party.

**Article 24 Quality of supplies**

24.2 NA

**Article 25 Inspection and testing**

25.2 The goods shall be inspected and tested in accordance with Article 25 of the General Conditions, in the offices of European University of Tirana by its IT staff.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Pre-financing is not applicable to this contract.

The payment shall be made after all the procedures related to the: delivery, unloading, unpacking, installation, putting into operation, inspection, and testing has taken place.

Payments shall be authorised and made by European University of Tirana, finance office, after the above condition has been fulfilled.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 100 % balance the invoice(s) 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 become the property of the recipient 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**

32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

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

**Article 33 After-sales service**

33.1 Corrective and preventive maintenance of all the sub-systems of the installation upon call from UET, including all necessary spare-parts.

**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 Albanian Court 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/EC[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.]

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. Idem. [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)