# *PECIAL 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 1 Language of the contract**

1.1 The language used shall be English.

**Article 2 Communications**

2.1 Contact persons, addresses of the parties and contact details:

For the Contracting Authority

Ministry of Defence

Garrision Skenderbeg, Street of Dibra, no. 3,

Tirana, Albania

Email address: [tobeready@mod.gov.al](mailto:tobeready@mod.gov.al)

For the Contractor:

<contact details of the Contractor>

**Article 3 General obligations**

3.1 Any supplies or equipment delivered under an EU-financed action must be clearly identified and must prominently feature the EU emblem and the phrase 'Provided with the financial support of the European Union' in the operational language of the EU programme and in the local language, in line with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Partnerships: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

**Article 4 Origin**

## 4.1 All goods purchased must originate in an eligible source country as defined in Instrument for Pre-accession assistance (IPA II). See Annex A2 of the practical guide. 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.

**Article 5 Performance guarantee**

11.1 The amount of the performance guarantee shall be 5% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 6 Liabilities and insurance**

6.1(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 the contract value.

6.1(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 the contract value.

12.2(b) This contract envisages the use of Incoterms and the contractor shall provide transport insurance to the extent that it assumes transportation risks. The Incoterms used for this contract is:

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

**Article 7 Programme of implementation of tasks**

7.1 The contractor should deliver the supplies within a maximum period of 12 days following the signature of the contract.

**Article 8 Commencement order**

8.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

**Article 9 Period of implementation of the tasks**

9.1The stipulated date for the commencement of the tasks is the date of the signature of the contract and the implementation period of the tasks is 120 days following the date of the contract signature.

**Article 10 General principles for payments**

10.1 Payments shall be made in Albanian national currency ALL

Pre-financing is not applicable to this contract.

Payments shall be authorised by the Secretary General and made by the General Directorate of Finance in the Ministry of Defence.

10.2 The final payment to the contractor of the amounts due shall be made within the

60 days after receipt by the contracting authority of an invoice and of the

application for the certificate of provisional acceptance

**Article 11 Delayed payments**

11.1By 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 12 Delivery**

12.1The packaging shall become the property of the recipient subject to environmental considerations.

**Article 13 Provisional acceptance**

13.1 The certificate of provisional acceptance must be issued using the template in

Annex C11.

**Article 14 Warranty obligations**

14.1 The warranty must remain valid for 1 year after provisional acceptance.

**Article 15 Settlement of disputes**

15.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Tirana district court in accordance with the national legislation of the state of the contracting authority.

**Article 16 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, personnel, 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)