



## ***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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

#### **Article 2 Language of the contract**

2.1 The language used shall be English.

#### **Article 4 Communications**

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

Contact details for the Contracting Authority:

Agricultural Technology Transfer Center of Vlora -ATTC VLORA

E-mail: [qttbvlore@yahoo.com](mailto:qttbvlore@yahoo.com)

Address: Bashkia Vlorë, Shamogjin, Vlorë,

Contact details for the Contractor:

Contact person: < name >

Email: < e-mail address >

Fax: < telephone number >

#### **Article 6 Subcontracting**

Subcontracting is not allowed.

#### **Article 7 Supply of documents**

Any specific documents, other than those described Instruction to Tenderers - Content of tenders, used for submission by the Contractor to the Contracting Authority, are referred to in the Annex II + III – Technical Specifications + Technical Offer.



## **Article 8 Assistance with local regulations**

Not applicable.

## **Article 9 General obligations**

The Contractor is responsible for necessary measures to ensure the visibility of the European Union financing/co-financing. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

## **Article 10 Origin**

- 10.1** All goods purchased must originate in an eligible source country as defined in the Interreg IPA CBC Italy-Albania-Montenegro 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.

## **Article 11 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 19 Period of implementation of the tasks**

- 19.1 The start date for implementation shall be date of signature of the contract by both parties.
- 19.2 The period for implementing the tasks is 6 months calendar days from the start date.

## **Article 24 Quality of supplies**

- 24.2 No preliminary technical acceptance is required. In addition to the general provision of this article in the General Conditions, the supplies and services purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

After the signing of the Provisional Acceptance by both parties, the testing will take place at the locations where the equipment is delivered, installed and put into operation. The inspection and testing of all equipment will be started and completed within a maximum of 7 calendar days after the date of signing the Provisional Acceptance Certificate. The Final Acceptance certificate will be issued after the testing period.

## Article 25 Inspection and testing

25.2 The supplies shall be packaged and provided as given in the instructions to tender. The Contractor shall furnish, installed, put into operation all goods, along with manuals and supporting materials, within the same time period. The cost of transport, installation, put into operation, training shall be borne totally by the Contractor. The cost of these activities shall be contained in the overall price of the supplies.

The inspection and testing prior to the final acceptance will take place at the locations where the equipment is delivered. The inspection and testing of all equipment will be started and completed within a maximum of 7 calendar days after delivery.

During the testing period the Contracting Authority will inform the Contractor about the eventual problems related to devices. The Contractor have obligation to respond to those requirements and help to resolve the problem.

The Supplier shall deliver and put into operation supplied equipment and other supplies, perform other related installation works as required by the Technical Specifications, load the software onto equipment, and carry out the necessary checks and tests to ensure that supplied equipment, hardware and software is fully operational.

During the inspection and testing procedure, the technical performances, the technical specifications, and technical documentation will be verified. At least 1 (one) week before the end of the installation works, the supplier shall inform the Contracting Authority about the possible schedule for inspection and testing procedures.

## Article 26 General principles for payments

26.1 Payments shall be made in Euro.

Payments shall be authorised and made by at the bank account specified by the contractor.

26.5 The payments shall be made as follows:

<b>Month</b>		<b>EUR</b>
<b>1 or 3 months</b>	Pre-financing payment ( after the provision of performance guarantee and of a pre-financing guarantee for full amount of pre- financing payment)	<b>40 %</b>
<b>3 months or 6 months</b>	Final Payment ( after receipt by the contracting authority of an invoice, statement of origin for the supplies and the certificate of Final Acceptance signed by the representative of the Contracting Authority)	<b>60 %</b>



	Total Value	Without VAT or VAT Excluded
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26.9 This Contract does not include a price revision clause.

## Article 28 Delayed payments

28.2 By 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

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.2 The packaging shall comply with the EU legislation in force relevant to packaging and packaging waste.

Each packaged supply item must have on the outside a sticker label identifying: a) the Supply Item number, c) the delivery location in accordance with the delivery list provided.

Packages shall identify, through respective markings on the outside and/or possibly in conjunction with an accompanying packing slip, the content of the package. A packing slip in the inside of the package shall identify the content of the package.

29.3 The packaging will become the property of the recipient subject to environmental considerations.

29.4 Each delivery must be accompanied by a Statement drawn up by the Contractor clearly indicating the type, model, quantities, etc. of the supplies delivered. A copy of this Statement must be submitted to the Contracting Authority.

29.5/6/7 Each delivery shall be accompanied by the following documents

- a) User Manuals
- b) Packing list
- c) Statement of the Contractor
- d) Copy of the Invoice (Pro forma Invoice)

## Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The Certificate of Provisional Acceptance must be issued using the template in Annex C11.



The Certificate of Provisional Acceptance must be issued upon delivery of supplies in accordance with the Contract, as specified in Articles 13 and 19, using the template in Annex C11.

The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Contracting Authority acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

The Final Acceptance shall be issued after the supplies have satisfactorily passed all the required technical tests for proper functioning in accordance with requirements stated in Annex II - Technical specifications, and when all defects or damage have been rectified. Testing period for final acceptance will start from the issue date of the provisional acceptance certificate and will last 7 days. During the testing period Contracting Authority will appoint its representative to perform final acceptance /inspection on its behalf.

The Final Acceptance certificate shall be issued by the Project Manager after the testing period if supplies have satisfactorily passed all tests or as soon as any repairs ordered under Article 32 of Annex I: General Conditions have been completed to the satisfaction of the Project Manager.

### **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. This warranty shall remain valid for in accordance with the provisions of the Technical Specifications, after final acceptance.

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

### **Article 33 After-sales service**

33.1 Not applicable.

### **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 the Republic of Serbia in accordance with the national legislation of the state of the Contracting Authority.

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