

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 competent Commission departments, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

- 2.1 **Albanian** law shall apply in all matters not covered by the provisions of the contract
- 2.2 The language used shall be English.

Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager (Person Authorized Officer) 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.

For the Contracting Authority

Name	Vasil MITRO, Vice Economic Direktor, PAO of Project
Address	Lagja nr. 4; Prane spitalit "Petro Nako", Sarande, Albania
Fax	++ 355 852 2 2778
Telephone	++ 355 852 2 2778
Email	vasilmitro@yahoo.com

For the Contractor

Name	
Address	
Fax	
Telephone	
Email	

Article 8 Assistance with local regulations

At least 2 weeks before the delivery of the goods, the Contractor has to submit to the Drejtoria e Shendetiti Publik, Sektori i Ekonomise, at the address indicated in article 4, the bill of quantities/packing list with the corresponding bills for customs tax exemption, a pro-forma invoice indicating a VAT value of 0% and the estimated date of delivery. All questions on this issue shall be addressed to vasilmitro@yahoo.com

Article 9 The Contractor's obligations

The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co financing. These measures must comply with the rules laid down and published by the Commission on the visibility of external operations: http://ec.europa.eu/europeaid/visibility/index_en.htm.

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value.

Article 12 Insurance

The supplies shall be covered by the “all risk” insurance from “warehouse to place of delivery”, valid until the provisional acceptance certificate is issued.

Article 13 Implementation programme (timetable)

- 13.1 The implementation programme shall include details on quality assurance and control programme and health and safety as required
- 13.2 The Supplier shall submit an implementation programme within 15 days of the contract signature by both parties which will have to be agreed by the Project Manager.

Article 14 Contractor's drawings

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

Article 18 Commencement order

- 18.1 The contract is to commence at the date of the signature of the contract by both parties.

Article 19 Period of Implementation

- 19.1 The implementation period of the contract shall be 4 months from the signature of the contract by both parties.

Article 25 Inspection and testing

- 25.2 The Project Manager, his representative or the beneficiary shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity at the place of manufacture following the communication from the Contractor on the status of manufacturing.

Any item shall, before installation, be inspected in-site and accepted by the beneficiary at a date agreed with the Contractor but not later than 1 week from the delivery at the specified destination.

The testing will be carried out in accordance with Technical specifications.

Article 26 Methods of payment

26.1 Payments shall be made

Payments shall be authorised and made by the Drejtoria e Shendetit Publik, Sektori Ekonomik, Lagja nr. 4; Prane spitalit “Petro Nako”, Sarande, Albania

In order to obtain payments, the Contractor must forward to the authority:

- a) For the 60% pre-financing, in addition to the payment request, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.
- b) For the 40% balance, the contractor should provide the invoice(s) in [triplicate] for the whole supplies of the contract; as well as the performance guarantee, following provisional acceptance of the supplies issued by Contracting Authority. The Payment of 40% of the balance made by Contracting Authority will be followed by the release of the financial guarantee, mentioned at paragraph a) of 26.1 of these Special Conditions.

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 N.A.

29.3 The packaging shall become the property of the recipient subject to respect for the environment.

29.5/6 Each delivery must be accompanied by the following documents:

- Insurance certificate;
- Packing list;
- Invoice (commercial) ;
- Warranty certificate (including claims procedures);
- Certificate of origin;
- Manufacturer’s Inspection certificates.

Each package should be labelled with the logo of European Union and indicate the programme (CARDS 2004), title of the project and the Beneficiary.

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. It will be released after testing of equipment under nominal load of the refinery as described in technical specifications.

Article 32 Warranty

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 a period of **1 year** after provisional acceptance.

Article 33 After-sales service

The contractor will train the staff how to use the equipments he has supplied, as well as will offer its after sale service for a period of at least 6 months after provisional acceptance is issued of the by the Contracting Authority; as it is stated at technical specifications.

Article 40 Amicable settlement of disputes

40.2 The Parties may agree to request the Commission to initiate conciliation. The Delegation of the Commission in Albania is responsible for the conciliation.

Article 41 Dispute settlement by litigation

Any dispute between the Parties that may arise during the execution of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to Albanian legislation system as it is accordance with the national law of the Contracting Authority.