Interreg Co-funded by the European Union

IPA Greece – Albania

DIVE IN ART

SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

CONTENTS

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The subject of the contract shall be:

the supply, delivery, unloading and, where applicable, siting and installation, configuration, testing and commissioning of the following supplies in three (3) lots:

- Lot nº 1: Electronic Equipment: 1 Desktop PC with 27" monitor; 1 Laptop; 2 Tablets.
- Lot nº 2: Lighting Equipment: 8 Smart LED Track Lights; 6 LED Wash Lights; 2 Projection-compatible spotlights; 1 Smart lighting control system – DMX Controller + Wireless Light Control Panel; 1 lump-sum Installation costs.
- Lot nº 3: Projection, Audio and Display Equipment: 1 High-lumen projector; 1 Media server for Projection Mapping; 1 Audio equipment for interactive storytelling; 1 High-Quality Screen Display; 3 Directional Speakers for localized audio zones; 1 lump-sum Cabling, installation, system integration and related guarantee obligations.

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- the special conditions;
- the general conditions (Annex I);
- the technical specifications (Annex II), including any clarifications issued before the deadline for submission of tenders;
- the technical offer (Annex III), including any clarifications from the tenderer provided during tender evaluation;
- the budget breakdown (Annex IV);
- the specified forms and other relevant documents (Annex V);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Communication details are set out below and in Articles 4.5 and 4.6.

4.4 Communication via electronic exchange system (EES)

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 EU Funding & Tenders Portal is not activated from the start of the contract

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: https://ec.europa.eu/info/funding-tenders/opportunities/portal/ The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserves the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

Municipality of Saranda (Bashkia Sarandë)
Rruga "Abedin Dino" nr. 11, 9701, Saranda, Albania
Contact person: Irena Vjeri, Department of Projects, Youth and European Integration
Telephone: +355 68 673 9441
Email: irevjeri@hotmail.com

Contractor (or leader in the case of a joint tender):

Full name: _____
Function: _____
Company name: _____
Full official address: _____
Email: _____

Article 7 Supply of documents

7.1 The contractor shall provide, as applicable to the supplies concerned, the technical documentation required under Annex II+III, including manufacturers' datasheets/brochures, operating instructions/manuals, warranty documentation, CE documentation or equivalent where applicable, and any other documents necessary to demonstrate conformity of the supplied equipment with the contract. Such documentation shall be provided in English, unless otherwise agreed in writing by the contracting authority.

Article 8 Assistance with local regulations

8.1 No specific derogation from the general conditions applies. The contractor shall be responsible for obtaining any permits, authorisations, licences or other formalities required for the performance of its contractual obligations, to the extent applicable, and shall comply with the legislation in force in Albania.

Article 9 General obligations

9.9 The contractor shall comply with the applicable Communication and Visibility Requirements for EU-funded external action and with the visibility requirements of the Interreg VI-A IPA Greece–Albania 2021–2027 Programme. Where requested by the contracting authority, appropriate project/EU visibility labels or markings shall be affixed to the supplied equipment in accordance with the instructions provided by the contracting authority.

Article 10 Origin

10.1 Under the Multiannual Financial Framework 2014-2020 (contracts/lots below EUR 100 000 under CIR) and under the Multiannual Financial Framework 2021-2027, with the exception of the EINSC Regulation 2021/948 of 27 May 2021 and Ukraine Facility 2024/792 of 29 February 2024: All goods purchased can originate in any country.

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 12 Liabilities and insurance

12.1(a) No specific requirements apply beyond those set out in the general conditions.

12.1(b) No specific requirements apply beyond those set out in the general conditions.

12.2(a) No derogation from the general conditions applies.

12.2(b) The contractor shall bear the transportation risks associated with delivery under DDP (Delivered Duty Paid), Incoterms 2020, to the agreed place of destination. Any insurance arranged by the contractor shall be adequate to cover the risks for which the contractor is responsible under the applicable Incoterm and the general conditions. This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

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] The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of the tasks

13.2 No separate programme of implementation is required unless requested in writing by the contracting authority during contract implementation.

Article 14 Contractor's drawings

14.1 No contractor's drawings are required unless necessary for installation or system integration under Lots 2 and 3. Where installation layouts, connection diagrams, configuration schemes or similar documents are required for proper implementation, they shall be submitted to the contracting authority for approval before the relevant installation works are carried out. Operating manuals and technical documentation shall be provided as required by Annex II+III.

Article 15 Sufficiency of tender prices

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

15.1 No additional provisions apply.

Article 16 Tax and customs arrangements

16.1 Delivery conditions shall be DDP (Delivered Duty Paid), Incoterms 2020, to the Municipal Gallery of Saranda, Saranda, Albania, as specified in Article 29.1. The contractor shall bear all costs, risks, duties and customs formalities assigned to the seller under DDP, subject to the applicable contractual and legal provisions.

Article 17 Patents and licences

17.1 No derogation from Article 17 of the general conditions applies.

Article 18 Delivery order

18.1 Delivery of the goods and implementation of the tasks shall commence on the date of entry into force of the contract.

[1] See http://www.iccwbo.org/incoterms/

Article 19 Period of implementation of the tasks

19.1 For each Lot, delivery and all applicable installation, configuration, testing and commissioning activities shall be completed as presented below from the date of entry into force of the contract:

• Lot 1 – Electronic Equipment: delivery of all supplies and documentation (up to 30 calendar days).

• Lot 2 – Lighting Equipment: delivery and completion of the applicable installation, configuration, testing and commissioning activities (up to 90 calendar days).

• Lot 3 – Projection, Audio and Display Equipment: delivery and completion of the applicable cabling, installation, system integration, configuration, testing and commissioning activities (up to 90 calendar days).

Article 24 Quality of supplies

24.2 No separate preliminary technical acceptance is required. Compliance of the supplies with Annex II+III shall be verified through inspection and testing in accordance with Article 25 and as part of the provisional acceptance procedure.

Article 25 Inspection and testing

25.2 Inspection and testing shall take place at the Municipal Gallery of Saranda, Saranda, Albania, unless the contracting authority agrees otherwise in writing. The contracting authority or its designated representatives shall verify quantities, visible condition, conformity with the technical specifications and, where applicable, installation, configuration, interoperability, functional operation and commissioning. The contractor shall provide all reasonable assistance, access, technical documentation and demonstrations necessary for these checks at no additional cost to the contracting authority.

Article 26 General principles

26.1 Payments shall be made in euro (EUR). Pre-financing is not applicable to this contract. Payments shall be authorised and made by the Municipality of Saranda (Bashkia Sarandë), Rruga “Abedin Dino” nr. 11, 9701, Saranda, Albania.

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 admissible invoice and of the application for the certificate of provisional acceptance.

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

For the 100 % balance, the invoice(s) and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

26.9 The 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 Incoterm applicable shall be DDP[1]

29.3 No specific packaging requirements apply. The packaging shall become the property of the recipient subject to environmental considerations.

29.4 The place of acceptance of the supplies shall be the Municipal Gallery of Saranda, Saranda, Albania.

29.5/6/7 Each delivery shall be accompanied by a delivery note or packing list identifying the relevant contract, Lot, item(s) and quantities delivered, together with the technical documentation, manuals, warranty documents and conformity documentation required under Annex II+III. The supplied items and/or their packaging shall be clearly identifiable by reference to the relevant Lot and item.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

Provisional acceptance shall take place after the contracting authority has verified that all supplies included in the relevant Lot have been delivered in the required quantities and condition, that all applicable installation, configuration, testing, commissioning and system-integration activities have been satisfactorily completed, and that the required technical and warranty documentation has been provided. Any defects, missing items or non-conformities identified during inspection or testing shall be remedied by the contractor before provisional acceptance is granted.

[1] DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - http://www.iccwbo.org/incoterms/

Article 32 Warranty obligations

32.6 The contractor shall ensure the minimum product warranty obligations specified in Annex II+III. During the warranty period, defects attributable to the supplied equipment or to installation/configuration/system-integration activities falling within the contractor's responsibility shall be remedied without additional cost to the contracting authority, in accordance with the contract.

32.7 The warranty must remain valid for 12 months after provisional acceptance.

Article 33 After-sales service

33.1 No separate after-sales service is required beyond the warranty obligations and any manufacturer support included in the technical offer and Annex II+III. No separate proportion of the performance guarantee is assigned to after-sales service.

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Albania in accordance with Albanian national legislation.

The jurisdiction conferred under this clause is exclusive and any jurisdiction under a bilateral or multilateral investment treaty, or under the ICSID (International Centre for Settlement of Investment Disputes) rules is explicitly excluded.

Article 44 Data protection

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

(b) the privacy statement is available at https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General

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[1] and as detailed in the specific privacy statement published at ePRAG.

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[1] OJ L 205 of 21.11.2018, p. 39