# *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 7 Supply of documents**

<Indicate here the documents, drawings to be supplied and, if necessary, the procedure to be used by the contracting authority and the project manager to approve drawings and other documents provided by the contractor>

**Article 8 Assistance with local regulations**

<Specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary>

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in IPA 2014-2020 Regulations. 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 No performance guarantee is required.

**Article 18 Commencement order**

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

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

19.1Implementation period is 28 months.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Project Manager of the EU for Municipalities project

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) **T**he invoice(s) in triplicate each month of the Contract duration.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. Upon Contract signature, Contracting Authority will issue a Provisional acceptance certificate.

**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 Albania 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[[1]](#footnote-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 [↑](#footnote-ref-1)