

**CONTRACT AND SPECIAL CONDITIONS, INCLUDING
ANNEXES**

CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

CONTRACT NO.:

FINANCED FROM THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION

Italian Agency for Development Cooperation – Tirana Office
Rruga Abdi Toptani, Torre Drin 5th floor, Tirana – Albania

(‘The contracting authority’),

of the one part,

and

Naturalia - Società Cooperativa Sociale
REA: LE - 183233
P.I. 03058660758
Strada Provinciale Calimera-Borgagne, KM.1
73021 Calimera (LE) – Italy

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT AID 11928 - NaturAlbania: capitalization and promotion actions
in the territorial and environmental framework**

**CONTRACT TITLE Supply of educational installations to be located inside a
turtle recovery centre in Vlore, Albania**

Identification number AID 11928 – CIG ZDA36A4192

Article 1 Subject

1.1 The subject of the contract shall be:

the Supply of educational installations to be located inside a turtle recovery centre in Vlore, Albania

The place of acceptance of the supplies shall be Vlora, Albania, the time limits for delivery shall be 30.11.2022 and the Incoterm applicable shall be [DAP]¹. The implementation period of tasks shall run from the date of signature of the Contract to the date for final acceptance.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 The supplies which form the contract subject must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of 2 years, as specified in the instructions to tenderers.

Article 2 Origin

All goods purchased must originate in a Member State of the European Union or a country covered by the CIR (Common Implementing Regulation programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable. By derogation of the CIR, according to point 3 of part I / *Rules common to all Instruments (CIR - Article 8)*, when the value of the supplies to be purchased is below 100 000 euros per purchase, the supplies do not have to originate from an eligible country (full untying)

Article 3 Price

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

3.2 The total maximum contract price shall be **20.000,00 (twenty thousand) EURO - VAT EXCLUDED.**

3.3 Payments shall be made in accordance with the General and Special Conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

4.1 The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III including clarifications from the tenderer provided during tender evaluation);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

¹ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

4.2 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.

4.3 Done in English in two originals, one original being for the Contracting Authority, and one being for the Contractor.

For the contractor

Name: Marco Antonio Durante

Title: Naturalia - Società Cooperativa
Sociale Legal Representative

Signature:



NATURALIA

Società Cooperativa Sociale
P.Iva 03058660758
S.P. 275 Calimera-Borgagne, km 1
73021 Calimera (Lecce)
tel. 324.8890790 - 324.8898814
e-mail: info@msns.it

Date:

For the contracting authority

Name: Stefania Vizzaccaro

Title: AICS Tirana Representative

Signature:



Date: 12 OTT, 2022



1. 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 4 Communications

4.1 for the contracting Authority

Name:	Enrico Azzone
Address:	
Telephone:	
Email:	

for the Contractor

Name:	Marco Antonio Durante
Address:	
Telephone:	
Email:	

Article 6 Subcontracting

6.3 It is allowed. When selecting subcontractors, the contractor must give preference to natural persons or companies from Albania capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

Any installation must be accompanied by list of spare parts and guidelines for the maintenance procedure to ensure a long-lasting life to the structure.

Article 10 Origin

10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the CIR (Common Implementing Regulation programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable. By derogation of the CIR, according to point 3 of part I / *Rules common to all Instruments (CIR - Article 8)*, when the value of the supplies to be purchased is below 100 000 euros per purchase, the supplies do not have to originate from an eligible country (full untying).

Article 11 Performance guarantee

11.1 No performance guarantee is required

Article 12 Liabilities and insurance

12.1(a) Following art. 12.1 of the of General Conditions (Annex I) with the following specifications:

By way of derogation from Article 12.1(a), paragraph 2 and Article 12.1(b), paragraph 2, 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.

Article 13 Programme of implementation of tasks

13.2

Nr.	Task	Timetable
1	Diorama representing spawning activity by a sea turtle of the species <i>Caretta Caretta</i>	Deadline is 30.11.2022
2	Diorama representing the hatching of eggs with emerging and reaching towards the water by sea turtles of the species <i>Caretta Caretta</i>	Deadline is 30.11.2022
3	Diorama representing the main anthropic threats to sea turtles	Deadline is 30.11.2022
4	Interactive sea turtle nest for educational activities	Deadline is 30.11.2022
5	3 models of sea turtles of the species <i>Caretta Caretta</i> with different age and dimensions	Deadline is 30.11.2022
6	4 educational thematic panels on life cycle and history of sea turtles	Deadline is 30.11.2022
7	3 photographic sceneries integrating the dioramas	Deadline is 30.11.2022

Article 15 Sufficiency of tender prices

15.1 The contract shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

Article 16 Tax and customs arrangements

16.1 DDP As stated in Article 16 of the General Conditions.

Article 17 Patents and licences

17.1 As stated in Article 17 of the General Conditions

Article 18 Commencement order

- 18.1 The performance of the contract is deemed to commence on the day of signature of both parties. No administrative order is required to this effect.

Article 19 Period of implementation of the tasks

- 19.1 The period of implementation of the delivery of the supply shall be no later than 5 months from the date of contract signature.

Article 24 Quality of supplies

- 24.2 The contractor is responsible to follow strictly the commercial warranty as specified in the technical specifications.

Article 25 Inspection and testing

- 25.2 As stated in Article 25 of the General Conditions

Article 26 General principles for payments

- 26.1 Payments shall be made in euros after the Final Acceptance is agreed and signed.
- 26.2 Pre-financing is not applicable to this contract
- 26.3 Payments shall be authorised and made by:
Italian Agency for Development Cooperation
Rruga Abdi Toptani
Torre Drin, 5th floor
1000, Tirana
by wire transfer (Bank Account provided in the form)

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

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

Article 31 Provisional acceptance

- 31.8 The Certificate of Provisional and Final Acceptance must be issued using the template in Annex C11.

Article 32 Warranty obligations

- 32.6 As stated in article 32.6 of the General Conditions e.g. commercial warranty for all components parts and soft infrastructures
- 32.7 The warranty period after provisional acceptance must remain valid in accordance with the technical Offer (part B, Annex II).The warranty must remain valid for at least 2 years after provisional acceptance.

Article 33 After-sales service

- 33.1 The Contractor shall provide the maintenance manual written in Albanian and a list of spare parts and maintenance products deemed necessary for the full functionality of supplies for at least 2 years.

Article 40 Settlement of disputes

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Italy in accordance with the national legislation of the state of the Contracting Authority

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