# *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 Any written communications between the Contracting Authority and/or the Supervisor on the one hand, and the Contractor on the other hand, shall state the contract title and identification number and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the following addresses:

**For the Contracting Authority:**

Contact person: Gergana Nikolova

Address: 13 "Osvobozhdenie" square, Botevgrad, postal code 2140, Republic of Bulgaria

Contact details:

Tel.: 0035972369135

Fax: 0035972366635

e-mail: gergana.nikolova@botevgrad.org

**For the Contractor:**

Contact person:

Address:

Tel:

Fax:

E-mail:

4.2 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 electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 7 Supply of documents**

General conditions are fully applicable.

**Article 8 Assistance with local regulations**

General conditions are fully applicable.

**Article 9 General obligations**

9.9 The visibility measures by the Contractor must comply with the rules lay down in the Communication and Visibility Guidelines of Interreg - IPA CBC Programme Bulgaria-Serbia, CCI 2014TC16I5CB007 published on the programme website: http://www.ipacbc-bgrs.eu/bg.

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in IPA CBC Programme Bulgaria-Serbia, CCI 2014TC16I5CB007. 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 amount of the contract VAT excluded, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, 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 10 % of the contract value.

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 10 % of the contract value.

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

12.2(b), paragraph 2 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]](#footnote-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 tasks**

13.2 No timetable for implementation of tasks shall be provided

**Article 14 Contractor’s drawings**

14.1 The Contractor shall provide no drawings and/or samples to the Contracting Authority.

**Article 15 Sufficiency of tender prices**

15.1 Article 15.1 of the General Conditions shall apply.

**Article 16 Tax and customs arrangements**

16.1 General conditions are fully applicable.

**Article 17 Patents and licences**

17.1 General Conditions are fully applicable.

**Article 18 Commencement order**

18.1The 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**

19.1The period of implementation is 90 days from the receipt of a commencement order issued by the Contracting Authority, but not later than the end of project CB007.2.11.224, which is 29.06.2021or the new deadline for the implementation of the project in case of its extension.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The place for goods to be inspected and tested is Municipality of Petrich, place designated by the Contracting Authority.

**Article 26 General principles for payments**

26.1 Payments shall be made in BGN.

Payments shall be authorised and made by Municipality of Botevgrad.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 30 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

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

a)For the 40% pre-financing (The contract is above 60 000 EUR, but the amount of pre-financing is below EUR 300 000. For this reason the contracting authority does not require a financial guarantee following a risk assessment[[2]](#footnote-2), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b)For the 60 % balance the invoice together with the request for provisional acceptance of the supplies.

**Article 28 Delayed payments**

28.2By 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**

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

29.5/6/7 Each delivery must be accompanied by a statement drawn up by the Contractor and certificate for provisional acceptance.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 The warranty conditions should cover the hardware and the software.

32.7 The warranty must remain valid for 365 days after provisional acceptance.

**Article 33 After-sales service**

33.1 No after-sales services are required.

**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 Bulgaria 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[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company. [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)