# *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 communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand on the following addresses

Municipality of Slivnitsa,

Address No 1 Saedinenie sq., Slivnitsa,

Postal code 2200, Bulgaria

Phone: + 359 887908888

Contact person: Elena Zaneva

e-mail: slivnitsa@slivnitsa.bg

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**

n/a

**Article 8 Assistance with local regulations**

n/a

**Article 9 General obligations**

9.9 n/a

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the co-financed by the Instrument for pre-accession assistance. 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.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall 5 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

n/a

**Article 13 Programme of implementation of tasks**

13.2 n/a

**Article 14 Contractor’s drawings**

14.1 n/a

**Article 15 Sufficiency of tender prices**

15.1 n/a

**Article 16 Tax and customs arrangements**

16.1 n/a

**Article 17 Patents and licences**

17.1 No derogation from Article 17 of the General Conditions.

**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**

19.1<Specify the implementation period(s) of the tasks in calendar days in relation to the date stipulated in the previous article>

**Article 24 Quality of supplies**

24.2 For each item listed requirements for compliance with relevant standards.

**Article 25 Inspection and testing**

25.2 n/a

**Article 26 General principles for payments**

26.1 Payments shall be made in euros or in in BGN currency.

Payments shall be authorised and made by

Municipality of Slivnitsa

Vasko Stoilkov – mayor

Address 1 Saedinenie sq

Postal code: 2200

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 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, no pre-financing guarantee is required:

When (i) the pre-financing requested is equal or below EUR 300 000 and (ii) the contracting authority does not require a financial guarantee following a risk assessment[[1]](#footnote-1), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b)For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

26.9No price revision clause.

**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 Manufacturer’s certificates and technical information to the components of the supply shall accompany the delivery.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 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.

32.7 The warranty must remain valid at least one year after provisional acceptance.

**Article 33 After-sales service**

33.1 n/a

**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 Republic 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)