# *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:**

Contact person: Dimitar Sotirov

Municipality of Zemen, Republic of Bulgaria,

Address 3 Hristo Botev Str., 2440 Zemen

Tel: +359 7741 24 94

Fax: +359 7741 24 62

e-mail address: obshtina\_zemen@abv.bg

**For the Contractor:**

…………………………………………

………………………………………….

…………………………

…………………………….,

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**

At the time of delivery the Contractor shall provide:

* All relevant technical documentation, but not limited to, detailed technical specifications and operational and maintenance manuals, if applicable;
* Certificate of origin, if applicable

**Article 8 Assistance with local regulations**

Not 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 Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .>

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in Interreg – IPA CBC Bulgaria – Serbia Programme CCI Number 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.

**All supplies under this contract may originate from any country.**

## **Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**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 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 the contract value.

12.2a), paragraph 1 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery and unloading of the supplies until the final acceptance.

12.2a), paragraph 2 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery and unloading of the supplies until the final acceptance.

12.2b), paragraph 2 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery and unloading of the supplies until the final acceptance.

**Article 13 Programme of implementation of tasks**

13.2 The period of implementation of tasks is 45 days from the receipt of a commencement order issued by the Contracting Authority**.**

**Article 14 Contractor’s drawings**

14.1 Together with the supply the Contractor should provide the Contracting Authority with the applicable up to date original drawings and manuals with suitable technical specifications of the goods with translation in Bulgarian language

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any revision

**Article 16 Tax and customs arrangements**

16.1 The delivery conditions are DDP[[1]](#footnote-1).

**Article 17 Patents and licences**

17.1 No derogation from Article 17 of the General Conditions.

**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 and physical delivery of supplies items by the Contractor to the Contracting Authority shall take 45 days from the receipt of a commencement order issued by the Contracting Authority.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The supplies will be inspected and tested at the place of delivery and acceptance.

**Article 26 General principles for payments**

26.1 Payments under this contract will be made in the currency of the Contracting Authority (BGN) at the official exchange rate of InforEuro, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>

Payment under the contract shall be made after acceptance of supplies by the Contracting Authority through signature of acceptance protocol and provisional certificate of acceptance.

Payments shall be authorised and made by Mr/Mrs Petrana Raicheva.

Chief accountant of the Municipality of Zemen.

Municipality of Zemen, Republic of Bulgaria,

Address 3 Hristo Botev Str., 2440 Zemen

Tel: +359 7741 24 94

Fax: +359 7741 24 62

e-mail address: obshtina\_zemen@abv.bg

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,

By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.

b)For the 60 % balance, the invoice(s), following provisional acceptance of the supplies.

26.9The contract does not include a 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 The documents which shall accompany each delivery include as follows:

An invoice, where the name and reference number of the project and the tender procedure shall be included in the description

Technical documentation - in Bulgarian language

Warranty certificates

Certificates of origin, if applicable

**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 for at least one year after provisional acceptance unless other is specified in the technical specification required.

**Article 33 After-sales service**

33.1 Not applicable.

**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 the competent Bulgarian court 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.

\* \* \*

1. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)