



## ***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 Communication shall be by email, courier service and/or delivered by hand.

Contact details for the **Contracting Authority**:

Contact person: Assoc. Prof. Valentin Chochev, PhD  
Email: [vchochev@abv.bg](mailto:vchochev@abv.bg)  
Telephone: +359 2 98 21 096  
Address: "Fire Safety and Civil Protection" Faculty, Pirotska str. 171,  
1309 Sofia, Bulgaria

Contact details for the **Contractor**:

Contact person: < name >  
Email: < e-mail address >  
Telephone: < telephone number >  
Address: < address >

#### **Article 7 Supply of documents**

At the time of delivery the Contractor shall provide:

- all relevant technical documentation for the equipment including, but not limited to, detailed technical specifications and operational and maintenance manuals;
- certificate of origin.

#### **Article 8 Assistance with local regulations**

Not applicable.

## **Article 9 General Obligations**

- 9.9 The Contractor must put in place activities to comply with its minimum obligation toward visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm) and by the Managing Authority's instructions.

## **Article 10 Origin**

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Instrument for Pre-Accession Assistance (IPA). 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**

- 12.1a) No derogation from the General Conditions.
- 12.1b) No derogation from the General Conditions.
- 12.2a), paragraph 1 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance 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, unloading, and maintenance 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, unloading, and maintenance of the supplies until the final acceptance.

## **Article 13 Programme of implementation of tasks**

- 13.2 The supplies must be delivered up to 45 days after signature of the contract but not later than 8 October 2018.
- 13.3. The trainings shall be performed within 3 working days after the delivery.

## **Article 14 Contractor's drawings**

- 14.1 The Contractor has the obligation to provide all original drawings and manuals with suitable technical specifications of goods. Each set of equipment will be provided with an original set of users' operation and maintenance manuals for all parts of the equipment

## **Article 15 Sufficiency of tender prices**

- 15.1 No derogation from the General Conditions.

## **Article 16 Tax and customs arrangements**

- 16.1 The delivery conditions are DDP<sup>1</sup>.

## **Article 17 Patents and licences**

- 17.1 Not applicable.

## **Article 18 Commencement order**

- 18.1 The implementation of the tasks shall commence immediately after the Supply Contract is signed by both parties.

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

- 19.1 The supplies must be delivered up to 45 days after signature of the contract but not later than 8 October 2018.

## **Article 24 Quality of supplies**

- 24.2 No preliminary technical acceptance is required.

## **Article 25 Inspection and testing**

- 25.2 The supplied equipment shall be inspected and tested at the place of acceptance Academy of the Ministry of Interior of the Republic of Bulgaria, "Fire Safety and Civil Protection" Faculty, Pirotska str. 171, 1309 Sofia, Bulgaria.

## **Article 26 General principles for payments**

- 26.1 Payments shall be made in EUR.

Payments shall be authorised and made by the Contracting Authority.

- 26.3 By derogation, the pre-financing payment shall be made within 60 days from the date on which an admissible invoice is registered by the Contracting Authority. The final payment to the Contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the Contracting Authority of an admissible invoice.

---

<sup>1</sup> DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

- 26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:
- a) For the 15 % pre-financing, the pre-financing guarantee.
  - b) For the 85 % balance, the invoice(s) in triplicate together with the certificate for provisional acceptance of the supplies.
- 26.9 The contract will be at fixed prices, which will not be revised.

## **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.
- 29.5/6/7 The documents which shall accompany each delivery shall include:
- an invoice in triplicate, where the name and reference number of the project and the tender procedure shall be included in the description,
  - technical documentation - certificate/declaration of conformity, maintenance and user manuals in Bulgarian language,
  - certificate for conformity of class for fire-fighting vehicles,
  - warranty certificate,
  - certificate of origin.

## **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

## **Article 32 Warranty obligations**

- 32.7 The warranty must remain valid for at least 24 months after provisional acceptance as specified in the technical specifications (Annex II + III).

## **Article 33 After-sales service**

No derogation from the General Conditions.

## **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 Republic of

Bulgaria in accordance with the national legislation of the state of the Contracting Authority.

\* \* \*