# *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 contracting authority:

Contact person < Associate Professor Svetlana Jeleva, “Prof. D-r Asen Zlatarov” University, 1 Prof. Y. Yakimov str., 8000 Burgas, Bulgaria

E-mail: [sgenieva@btu.bg](mailto:sgenieva@btu.bg)

For contractor:

**Article 7 Supply of documents**

Not applicable

**Article 8 Assistance with local regulations**

Not applicable

**Article 9 General obligations**

9.9 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 Conception of 'wholly obtained' products and of products having undergone a 'last substantial transformation' related to origin of goods under this lot is fully applicable.

**Article 11 Performance guarantee**

11.1 A performance guarantee of 5 % of the amount of the contract at the signing of the contract shall be provided. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

**Article 12 Liabilities and insurance**

12.1 No derogation from the General Conditions.

12.2 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.

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 Not applicable

**Article 14 Contractor’s drawings**

14.1 < Each set of equipment must 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 The prices in the contract are fixed and not subject to any provision.

**Article 16 Tax and customs arrangements**

16.1 No derogations from General conditions

**Article 17 Patents and licences**

17.1 No derogations from General conditions

**Article 18 Commencement order**

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**

19.1Period of implementation of the tasks is 90 calendar days.

**Article 24 Quality of supplies**

24.2 Not applicable

**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 shall be made in EUR.

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 and issued invoice for the amount of 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) together with the request for provisional acceptance of the supplies.

**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**

29.3The 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.

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for 2 years after provisional acceptance.

**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 Bulgaria in accordance with the national legislation of the state of the contracting authority.

\* \* \*

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)