# *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 The communication between the Contractor and the Contracting Authority shall be in written:

**Contact details for the Contracting Authority:** **Contract details for the Contractor:**

Mrs. Nazife Gündoğdu Contact person.....................................

Project manager Title…………………………………..

Merkez Mah. Kemalbalıkesir Cad. No.46 Adress………………………………..

Suloglu, Edirne, Turkey ……………………………………….

[suloglubelediyesi@outlook.com](mailto:suloglubelediyesi@outlook.com) Email…………………………………

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**

The Contractor should provide to the Project Manager copies of the warranty documents, certificates of the equipment and of the company relating to the supplied equipment as follows:

* Technical documents of the delivered equipment, containing general information, complete technical data, dimensions, operating conditions and other relevant information (if applicable);
* Operational and maintenance manuals in Turkish language.

**Article 8 Assistance with local regulations**

Not applicable

**Article 9 General obligations**

9.9 The Contractor must take the necessary measures to ensure the visibility of the EU funding and the co-financing of the project. These visualization activities must comply with the rules laid 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>

and with the visualization rules of the Interreg-IPA CBC Bulgaria – Turkey Programme 2014-2020 <http://www.ipacbc-bgtr.eu/>

**Article 10 Origin**

## 10.1 All goods purchased this contract may originate from any country. 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 6 % of the total contract price, 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 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.

12.2(b), paragraph 2 Incoterms applicable to this contract:

* ***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 The implementation period of the contract is 90 days after signature by both parties.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

15.1 No derogation from the general conditions

**Article 16 Tax and customs arrangements**

16.1 No derogation from the general conditions

**Article 17 Patents and licences**

17.1 No derogation from the general conditions

**Article 18 Commencement order**

18.1The period of implementation of tasks will commence on the date of the signature of the contract by both parties.

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

19.1The period of implementation of the tasks is 90 days.

**Article 24 Quality of supplies**

24.2 Not applicable

**Article 25 Inspection and testing**

25.2 The inspection and testing of the provided equipment shall be performed at place of delivery.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR. The conversion into EUR of the real costs borne in national currency shall be done at the official exchange rate of InforEuro, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>

Payments shall be authorised and made by the official representatives of the Contracting Authority.

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) in duplicate together with the request for provisional acceptance of the supplies.

26.9Prices are fixed and shall not be revised.

**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 equipment should be delivered accompanied with the full set of documents according to the European and Turkish legislations, operational and maintenance manuals in Turkish language, as well as a delivery protocol.

**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 one year 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 the respective 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.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)