# *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:**

Diana Stoynova, mob. +359 9826351, email: DStoynova.cis@mvr.bg

and

Irena Nikolova, mob. +359 885353212, email: [INikolowa.cis@mvr.bg](mailto:INikolowa.cis@mvr.bg)

**For the contractor:**

Contact Person:

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**

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

* Detailed design for the construction of the SEWA
* Technical passport of the delivered equipment, issued by the manufacturer, containing general information about the equipment, complete technical data, dimensions, installation conditions, operating conditions and other relevant information;
* **Origin declaration issued from the local Chamber of Commerce or equivalent;**
* Declaration of Conformity;
* Set of technical documentation describing the configuration and interconnections of equipment and systems:
* IP address plan of the system;
* Description of network equipment configuration (ports and IP address plan);
* Access passwords;
* License Codes;
* List of hardware addresses and siren IDs;
* Other configuration data;
* Programs of successfully passed functional tests and tests according to the Methodology for functional testing, presented in the application;
* Measurement protocols from licensed company for lightning protection and grounding structures;
* The sets of project documentation for the construction works in accordance with the requirements of the Spatial Planning Act and the current legislation within the term of the contract against the relevant protocol;
* Training protocols;
* Report on the conducted trainings and the results of the trainings (program, attendance sheets, photo material, filled questionnaires);
* Certificates of employees who have received training;
* Operator and Administrator manuals - one complete set of archives and one manual for each student (paper or electronic device);
* Other documents, that may become relevant or necessary at later date if specifically requested by the contracting authority.

**Article 8 Assistance with local regulations**

For the current contract the following special regulation applies:

* Ordinance on the Conditions and Procedures for the Functioning of the National Early Warning and Announcement System for the Bodies of the Executive and the Population in the Event of Disasters and for the Announcement of Air Hazards, approved by Decree 48 / 01.03.2012;
* Ordinance No. 4 of December 22, 2010 on lightning protection of buildings, outdoor facilities and open spaces
* Ordinance No. 7 of September 23, 1999, on the minimum requirements for occupational health and safety at work and when using work equipment
* Ordinance No. 7 of August 15, 2005 on the minimum requirements for ensuring healthy and safe working conditions when working with video displays
* Ordinance No. 2 of March 22, 2004 on the Minimum Requirements for Health and Safety at Work When Performing Construction and Installation Work
* Spatial Development Act
* Ordinance No. 3 of 9 June 2004 on the Construction of Electrical Appliances and Wiring Lines
* Ordinance No. 1 of May 27, 2010 on the Design, Construction and Operation of Low Voltage Electrical Appliances in Buildings
* Regulation No 4 of 21 May 2001 on the scope and content of investment projects
* Regulation on the safe operation and technical supervision of lifts

Applicable standards or equivalent must be observed when designing and upgrading the system:

* DIN EN 610003-2 Electromagnetic Compatibility (EMC) Part 3-2 or equivalent.
* DIN EN 610003-3 Electromagnetic Compatibility (EMC) Part 3-3 or equivalent
* DIN EN 55011 Industrial, Scientific and Medical Apparatus (ISM) or equivalent
* DIN EN 50130-4 Alarm systems - Part 4: Electromagnetic compatibility or equivalent
* ISO 9001: 2008 Quality systems. Model for quality assurance in design, development, production, installation and after-sales service or equivalent
* ISO 13475-1 Stationary sound signaling devices for outdoor installation, Part 1: Acoustic determination of sound emission levels or equivalent
* ISO / TS 13475-2 Stationary acoustic signaling devices for outdoor installation, Part 2: Methods for the accurate determination of sound emission levels or equivalent.

**Article 9 General obligations**

The Contractor must take 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 must originate in a Member State of the European Union or a country covered by the Instrument for Pre-Accession Assistance (IPA II) programme. 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. All supplies under this contract must originate in one or more of these countries:

* EU Member States;
* Beneficiaries listed in the Annex I of the IPA II;
* European Economic Area;
* Partner countries and territories covered by ENI Instrument;
* Countries for which the Commission has adopted a decision approving the request for reciprocal access to external assistance.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 5% 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.

12.2(b)

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, 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 The contractor, after signing the contract, shall present a detailed timetable, including the design, construction, delivery, installation, testing and commissioning stages of the proposed systems and technical equipment, as well as their integration into the National Early Warning and Announcement System.

The Contractor shall carry out all activities related to the design, construction, delivery, installation, testing and commissioning of the proposed systems and technical equipment and their integration into the National Early Warning and Announcement System within the terms specified in the contract.

**Article 14 Contractor’s drawings**

14.1 Detailed work drawings on the necessary parts, in accordance with Bulgarian government Regulation No 4 of 21 May 2001 on the scope and content of investment projects and Bulgarian government Regulation No 8 of 2001 on the scope and content of development plans, including drawings, schemes, diagrams, etc., which are necessary in order to gain a complete picture of the exact location of the individual elements, the connection between them and the operation of the system as a whole, specific drawings and schemes for connecting the new equipment to the existing power supply.

**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 supply, delivery, installation, testing, inspection and training for the use of the system will be completed 180 calendar days starting from the date of commencement of the contract.

**Article 24 Quality of supplies**

24.2 The Technical Specification describes the minimum requirements. Participants should offer equipment fully covering and exceeding the minimum parameters and functionalities set out in this specification.

24.3 At each reference to a standard, specification, technical evaluation, technical approval or technical standard above, the Contracting Authority shall also accept the equivalent (s).

24.4 The Contracting Authority accepts all equivalent markings, which confirm that the offered delivery and / or service meet the marking requirements. The Contracting Authority shall also accept any other appropriate evidence of conformity, if the tenderer proves that the supply and / or service offered meets the requirements of the specific marking or the specific requirements specified by him.

24.5 All installations and deliveries must be carried out in compliance with the legislation of the Republic of Bulgaria and the European security standards.

24.6 For those specified in the Technical Specification: specific standard, specification, technical evaluation, technical approval, technical standard, specific process or method of manufacture, specific model, source, specific process that characterizes the product or service, trademark, patent, type, specific origin or read production to be supplemented by the words "or equivalent".

24.7 Delivery, installation/mounting are carried out after the approval and acceptance of the prepared projects /conceptual and working/.

**Article 25 Inspection and testing**

25.2 Testing is conducted in accordance with the Methodology for functional tests of SEWA of population in Tsarevo town, Ahtopol town, and Lozenets village and integration to the National Siren Warning System.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

The Contracting Authority shall pay the Contractor the due remuneration in accordance with the principles set in article 26 of the General conditions as follows:

* 40 % under the form of pre-financing, to be paid after the Contractor has presented the Contracting Authority with the required  the performance guarantee that shall remain valid for at least 30 days after the provisional acceptance of the provided goods and services;
* 60% of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the application for the certificate of the acceptance of the provided goods and services.

The payments shall be made by bank transfer to the account of the Contractor within 30 days after submission of the original invoice and approved acceptance and Delivery protocols.

Payments shall be authorized and made by the Contracting Authority: Communication and Information Systems Directorate (CISD) - Ministry of Interior (MoI), “6th of September” str. № 29, Sofia, postal code 1000, Republic of Bulgaria.

26.5    In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a) the valid performance guarantee for the pre-financing part of the funds

b) the invoice(s) together with the request for provisional acceptance of the supplies.

**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 Delivery of equipment shall be accompanied by a note showing the contract reference number and the delivery address. The supply shall include all necessary documents as specified herein such as operating and maintenance manuals, drawings, material certificates, conformity certificates, test certificates, certificates of origin, planning, packing lists and others as necessary.

All packages must be marked as follows:

Publication Reference: CB005.2.11.067-PRAG-SUPPLY-01

Supply Contract: Early warning and disclosure system construction in Tsarevo, Ahtopol and Lozenets

Supply address:

(The destination of supplies, crate identification, etc. shall be clearly indicated with indelible paint on the external surface of the adjacent faces of each case or package).

**Article 31 Provisional acceptance**

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

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 The contractor shall at its own cost make good the defect or damage as soon as practicable for a period of 3 years after the provisional acceptance (contractor warranty). During the contractual warranty period, the contractor shall also provide preventive maintenance service and repairs at its own cost.

In case a preventive maintenance session has to be executed then the contractor shall inform the beneficiary at least 48 hours in advance of his intervention.

In the contractual warranty period the contractor has to troubleshoot the problem within 24 hours of the request, overcome the problem within 5 working days, and fully repair and re-integrate within maximum 10 working days. If the reparation of the broken equipment/part is not possible, the contractor shall replace that equipment/part with another equipment/part of the same trademark and same or higher model. No additional cost shall be borne by the contracting authority or the beneficiary. The contractor shall provide maintenance and repair services within the territorial borders of Republic of Bulgaria.

32.7 The warranty must remain valid for 3 years after provisional acceptance.

**Article 33 After-sales service**

33.1 Warranty support should be provided for no less than 36 months, based on 24x7principle and following the specific methodology in the Technical specifications, provided in the tender dossier.

**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 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.

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)