# *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 **Contact details for the Contracting Authority:**

Ms. Şeyda Savaşan

Title: Project Expert

Karakaş Mah. 100.Yıl Caddesi No:22

39100 Kırklareli, Turkey

[projectoffice39@gmail.com](mailto:projectoffice39@gmail.com)

**Contract details for the Contractor:**

Contact person.....................................

Title…………………………………..

Address………………………………

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 strictly follow the requirements and rules for visibility, laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission, when preparing the designs for the supplied promotional materials, acceptance certificates and other supporting documentation, connected with this contract.

The design of the branded advertising and printing materials should be approved by the Contracting Authority and/or the Project coordinator before their production.

**Article 8 Assistance with local regulations**

No derogation from the General Conditions

**Article 9 General obligations**

9.9 The advertising and printing materials must strictly follow the Visual Identity Guidelines of the Interreg-IPA CBC Bulgaria –Turkey Programme, which are available at the website of the Programme: [**www.ipacbc-bgtr.eu**](http://www.ipacbc-bgtr.eu)

The basic visibility elements on the items such as **display panel and banner** are:

1. EU emblem (European Union flag);

2. Programme logo;

3. The co-financing statement;

4. The project title.

Promotional materials such as **t-shirts and** **hats** also need to display the minimum visibility elements:

1. The project name (along with the Project logo - if available);
2. Programme logo;
3. EU logo.

As far as small promotional materials such as **key-holders, usb flash disks, pens and notebooks** are concerned, it is enough to display the Project name and the EU emblem (the flag of the European Union with the text “European Union”) due to the limited printing/engraving space, but whenever possible, include the Programme logo as well.

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in Interreg-IPA CBC Bulgaria –Turkey Programme. 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.’

12.2(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 Programme with deadlines for implementation of the tasks should be approved by the Contracting Authority and/or the Project Coordinator.

**Article 14 Contractor’s drawings**

14.1 The design of the branded advertising and printing materials should be approved by the Contracting Authority and/or the Project coordinator before their production.

**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 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 implementation period of the tasks is within 2 months after contract signature.

**Article 24 Quality of supplies**

No derogation from the General Conditions

**Article 25 Inspection and testing**

25.2 No derogation from the General Conditions

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by 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 0% pre-financing, by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required. Invoice shall be submitted to the Contracting Authority.

b)For the 100 % balance,the invoice(s) in duplicate 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**

29.3No derogation from the General Conditions

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 No derogation from the General Conditions

**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)