# *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:**

Todorka Pavleva, deputy-mayor of Municipality of Sungurlare

email: [kmetsungurlare@abv.bg](mailto:kmetsungurlare@abv.bg)

Tel: +359 877147877

Address: Georgi Dimitrov 2 Str. 8470 Sungurlare, Republic of Bulgaria

**For the Contractor:**

Contact Person: ………………..

Tel: ………………..

Fax: ………………..

e-mail: ………………..

Address: ………………..

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 Contracting authority the warranty documents, certificates of the products and of the company relating to the equipment as follows:

* Technical passport of the delivered equipment, containing general information about the equipment, complete technical data, dimensions, operating conditions and other relevant information;
* Origin certificate issued from the local Chamber of Commerce or equivalent;
* Operator technical exploitation manual for every machinery provided;
* Preventive maintenance guidelines.

**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 supplies under this contract may originate from any country. 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 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 for every lot, for which a bid has been submitted.

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 for every lot, for which a bid has been submitted.

12.2(b), paragraph 2 Incoterms terms applicable to this supply 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 Not applicable.

**Article 14 Contractor’s drawings**

14.1 Not applicable.

**Article 15 Sufficiency of tender prices**

15.1 Not applicable.

**Article 16 Tax and customs arrangements**

16.1 Not applicable.

**Article 17 Patents and licences**

17.1 Not applicable.

**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 delivery of the machinery shall be completed within 5 months 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 or 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).

24.5 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".

**Article 25 Inspection and testing**

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

**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;
* **60 %** of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the signature of the certificate of the acceptance of the provided goods and services.

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 signature of the certificate of the acceptance of the provided goods and services.

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**: original invoice and a pre-financing guarantee.

b)For the **60 % balance**: original invoice 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 The machinery under every lot should be delivered accompanied with the full set of documents, listed herein, 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 60 months after provisional acceptance. The contractor shall at its own cost make good the defect or damage as soon as practicable for a period of 5 years after the provisional acceptance (contractor warranty).

32.8. During the warranty period, stipulated in article 32.7, the contractor shall perform diagnostics, maintenance and/or repair of the vehicle/machine, subject of the contract, only in service bases, authorized by the manufacturer of the proposed vehicle/machine, subject of the contract.

Only for lot № 1 and lot № 3:

32.9. During the warranty period, stipulated in article 32.7, the contractor shall ensure the availability of a mobile service group of at least two mechanics and one diagnostician with equipment for diagnostics, maintenance and repair in case the vehicle needs to be repaired and it is not able to move on its own, which can respond within 24 hours from assignation by the Contracting authority.

**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.

**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)