**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

2.1 The language used shall be English.

**Article 4 Communication**

4.1 For the contracting authority:

Violeta Nedialkova

Address: str. “Bulgaria” 49, Ivaylovgrad, Bulgaria

Fax: N/A

E-mail - [vailetat@gmail.com](mailto:vailetat@gmail.com)

For the contractor:……

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 33 of the general conditions to the contract, 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 12 General obligations**

12.9 The contractor shall elaborate the design of the above materials in full compliance with the publicity requirements of the Interreg IPA CBC Bulgaria – Turkey Programme according to the latest versions of the Project Implementation Manual (PIM) and Annex 10 to the PIM: Communication and Visibility Guidelines, available in the Programme website: <http://www.ipacbc-bgtr.eu/>

The contractor shall also use the project logo in addition to/ or the programme logo, indicated in the PIM – the official logo for the project and the partners shall be provided by the contracting authority.

**Article 15 Performance guarantee**

15.1 The performance guarantee shall be in the amount of 5 % of the contract price.

**Article 16 Liabilities and insurance**

16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

16.1 b) By way of derogation from Article 16.1, 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.

**Article 34 Period of implementation of tasks**

34.1 The period of implementation of tasks shall be 270 (two hundred and seventy) calendar days calculated from the date, notified in accordance with Article 33, without prejudice to extensions of the period which may be granted under Article 35.

**Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

**Article 39 Work register**

39.1 A work register shall be kept and maintained on the site by the contractor in accordance with the requirements of applicable law.

39.2 Delete Article 39.2 of the general conditions.

**Article 40 Origin and quality of works and materials**

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

(a) the requirements of the Technical Specifications, exhibited in Volume 3 of the Tender Dossier;

(b) the requirements of the Design Documents, exhibited in Volume 3 of the Tender Dossier;

(c) the requirements of applicable law.

40.3 No preliminary technical acceptance is necessary.

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in euro.

44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 60 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 60 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 60 days.

**Article 46 Pre-financing**

46.1 The only pre-financing granted to the contractor, is the lump sum advance referred to in Article 46.1(a).

46.2 By derogation to Article 46.2 of the general conditions, the lump sum advance referred to in Article 46.1(a) shall be 20% of the original contract price.

46.8 The pre-financing shall be repaid through 20 % percentage deductions in Interim Payment Certificates.

**Article 47 Retention monies**

47.1 The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period shall be 10 % of the contract price.

**Article 48 Price revision**

48.1 Prices are fixed and shall not be revised.

**Article 49 Measurement**

49.1 This is a lump‑sum contract.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Percentage** | **Nature** | **Timing** |
| 1. | 20% | Lump-sum advance under Article 46.1(a) | After conclusion of the contract |
| 2. | 10 % | Interim payment under Article 50 | After completion of 10 % of the lump sum value of the Works (after retentions and other deductions). The following sums shall be deducted from the gross value of each of the Interim Payment Certificates:   1. 20 % prefinancing repayment; 2. 10 % retention money (unless substituted by a retention guarantee in accordance with Article 47.2 of the general conditions) |
| 3. | 10 % | Interim payment of Article 50 | as above |
| 4. | 10 % | Interim payment of Article 50 | as above |
| 5. | 10 % | Interim payment of Article 50 | as above |
| 6. | 10 % | Interim payment of Article 50 | as above |
| 7. | 10 % | Interim payment of Article 50 | as above |
| 8. | …%  (the remaining value of the Works) | Interim payment of Article 50 | After issuing of the certificate of provisional acceptance |
| <last> | 10% | Repayment of Retention money under Article 47 | Within 45 days of the issuing of the signed final statement of account (unless the retention money is substituted by a retention guarantee in accordance with Article 47.2 of the general conditions) |

**Article 50 Interim payments**

50.7 The interim payments will be paid as determined in Article 49.1 of these special conditions.

**Article 53 Delayed payments**

53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

**Article 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the competent Bulgarian court of law in accordance with the national legislation of the state of the contracting authority.

**Article 72 Data protection**

72.1 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.

72.2 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[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)