**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**

Address : **Kirklareli Provincial Special Administration**

Contact Person : Şeyda Savaşan

Address : Karakaş Mahallesi 100.Yıl Caddesi, Kırklareli İl Özel İdaresi Binası

Proje Ofisi Kat:2, Merkez, Kirklareli/Turkey

Fax: : 0288 214 89 84

E-mail : seyda.savasan@hotmail.com

For the Contractor

Address

Contact person

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 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 5 Supervisor and supervisor’s representative**

5.2 The supervision will be done by the experts ensured by the Contracting Authority.

**Article 9 Access to the site**

9.1 The contractor is reminded that there is a head of delegation of the European Commission in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the head of delegation of the European Commission at the following official address: NA.

The documentation will be controlled according to the rules of the programme by First Level Controllers.

**Article 12 General obligations**

12.9 During its work the contractor must also comply with the latest Communication and Visibility Manual for EU External Action (see <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>. The compliance with this shall be made an output of the contract and the contractors shall include in its reporting what have been accomplished.

Also, the contractor must also comply with the latest Communication and Visibility Manual of the Interreg-IPA CBC BG-TR Programme.

**Article 15 Performance guarantee**

15.1 The Contractor should ensure 6% from the contract value as a performance guarantee.

**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 17 Programme of implementation of tasks**

17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.

17.2. The supervisor shall return this document to the contractor with any relevant remarks within 10 days of receipt, save where the supervisor, within those 10 days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

**Article 21 Exceptional risks**

21.4 There is expecting the contract to be signed in July 2020 and the construction works to start in the Summer season. This may make an exceptional risk for the construction works. Also, COVID-19 pandemic restrictions may apply.

**Article 34 Period of implementation of tasks**

34.1 6 months (six months)

**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 The Contractor is obliged to implement work register/ order book. Instructions of the person exercising construction supervision recorded in the logbook of the construction/ order book/ be binding on the Contractor.

Along with the work register, the contractor shall provide pictures of the work progress and progress reports should be prepared by the contractor.

The progress reports will be handed in by the contractor along with the progress payments.

39.2 Upon completion of the works the Contractor shall issue written notice to the Contracting Authority to inspect and accept the work performed.

The delivery of the completed work is done with a bilateral protocol, which describes the work: Works amount, quality and value of the work done and the materials available deficiencies and the terms of the contract.

In the minutes preceding the paragraph may be given deadlines to remedy the shortcomings noted and these terms do not affect the deadline agreed in this contract.

The site shall be deemed finally submitted to the Contracting Authority by signing a protocol of acceptance of work under the statutory requirements of the Spatial planning act.

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

## 40.1 All goods purchased under the contract must originate in any eligible source country as defined in CIR and IPA II programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000. A category of similar goods to be purchased shall not be broken down over more than 1 item of the breakdown of the lump-sum price (Volume 4.2.3)

## 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 the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

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

(\*) the following specifications: description of the works and materials that should be used

(\*) the requirements of technical documents and drawings

40.3 NA

**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.

44.2 If invoices are submitted to the contracting authority, the contractor shall inform the European Commission thereof by sending a copy to the FLC.

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.

46.3(c) according to Article 46.3(c) of the general conditions, 20% pre-financing guarantee is required.

46.8 The tranches laid down in Article 49.1 of these special conditions are determined so that the pre-financing is fully repaid before provisional acceptance.

**Article 47 Retention monies**

47.1 The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period is 10 % of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee.

**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 of Article 46.1(a) | After conclusion of the contract |
| 2. | 30% | Interim payment of Article 50 | After completion of 50 % of the firm quantities for which the contractor submitted its all-in price. |
| 4. | 30% | Interim payment of Article 50 | After completion of 80 % of the firm quantities for which the contractor submitted its all-in price. |
| 5 | 10% | Interim payment of Article 50 | After issuing of the certificate of provisional acceptance and completion of 100% of the firm quantities for which the contractor submitted its all-in price. |
| last | 10% | Retention money of Article 47 | Within 60 days of the issuing of the signed final statement of account |

**Article 50 Interim payments**

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

\* \* \*