**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 Communication shall be done by official letter, fax or e-mail with conformation of receipt by using the following contact details:

**Contracting Authority:**

Myumyun Iskender

Mayor of Municipality of Mineralni Bani

3 Vasil Levski Blvd.,

6343 Mineralni Bani village

Tel./Fax: (03722) 20-20

E-mail: min\_bani@abv.bg

**Contractor:**

Name of contact person

Address

Phone/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 Under this contract, there is no works supervisor.

**Article 12 General obligations**

12.9 The visibility activities must comply with the rules lay down in the Communication and Visibility Guidelines of INTERREG-IPA CBC Programme Bulgaria - Turkey 2014-2020.

**Article 15 Performance guarantee**

15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

**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 No adverse weather conditions are forecasted for the duration of the works. If such occur, the Contractor may temporary suspend and restart the works according to the applicable provisions of the SPA.

**Article 34 Period of implementation of tasks**

34.1 12 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 Work register is not required.

39.2 Statements shall be drawn according to the provisions of the SPA and the applicable regulations.

**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 INTERREG-IPA CBC Programme Bulgaria - Turkey 2014-2020. 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 - Technical specifications in Volume 3 and the design documents in Volume 5

40.3 Preliminary technical acceptance is necessary for materials according to the provisions of the technical specifications in Volume 3.

**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 BGN.

44.2 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates shall be made within 30 days, and the final payment to the contractor of the amounts due shall be made within 30 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) By derogation to Article 46.3(c) of the general conditions, no pre-financing guarantee is required.

46.8 Prefinancing is one of the tranches laid down in Article 49.1 of these special conditions and is not repaid by interim payments before the final acceptance.

**Article 47 Retention monies**

47 By derogation of Art. 47 no money will be retained after the final payment and acceptance of works is done.

**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. | 20% | Interim payment of Article 50 | After submission and approval of the 1st quarterly progress report |
| 3. | 20% | Interim payment of Article 50 | After submission and approval of the 2nd quarterly progress report |
| 4. | 20% | Interim payment of Article 50 | After submission and approval of the 3rd quarterly progress report |
| 5. | 20% | Final payment of Article 51 | After issuing of the certificate of final acceptance |

**Article 50 Interim payments**

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

**Article 60 Interim payments**

60 By derogation of Art. 60, there is no provisional acceptance of works by the Contracting Authority.

**Article 62 Interim payments**

62.1 By derogation of Art. 62.1, final acceptance certificate is issued at the completion of works and acceptance by the Contracting Authority.

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of final 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 exclusive jurisdiction of Bulgaria in accordance with the national legislation of the state of the contracting authority.

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