# *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 On behalf of the Contracting Authority:

Name: Ms. Iliana Tsvetanova

Address: 23 Todor Alexandrov Str.,

Blagoevgrad, Bulgaria

Tel./Fax No +359 73 88 26 81

E-mail: [aswm@abv.bg](mailto:aswm@abv.bg)

On behalf of the Contractor:

Name

Address

Tel./fax No.

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 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**

Standard user manuals and safety instruction must be provided for the supplies described in ANNEX II and III Technical specification and Technical offer, if applicable for supplies under Lot 1. Such documents shall be compulsory for supplies under Lot 2.

**Article 8 Assistance with local regulations**

By way of derogation of Art. 8 of the General Conditions and in view of the nature of contract, the Contracting Authority shall not be obliged to provide assistance with local regulations

**Article 9 General obligations**

9.9 All supplies must meet the requirements according to the Project Implementation Manual (Version 4) of the Interreg IPA Cross-border Cooperation Programme Bulgaria – North Macedonia and the Communication and Visibility Guidelines (Annex 10) to the PIM, found at <http://www.ipa-cbc-007.eu/second-call-implementation-stage-news/project-implementation-manual-second-call-proposals-no-1>

All 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>

**Article 10 Origin**

## 10.1 All goods purchased must originate in an eligible source country as defined in Interreg-IPA CBC Programme between Republic of Bulgaria and Republic of North Macedonia CCI No. 2014TC16I5CB006. 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.

The Contracting Authority shall apply the “full untying” clause concerning origin of goods, products (goods, materials, components) can be of any origin if their value, or the value of each separate lot, is below the threshold of EUR 100 000. This is clearly the case since the required supplies are separated into lots based on their respective use. All supplies under this contract may originate from any country.

**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) No derogation from General Conditions.

12.1(b) No derogation from General Conditions.

12.2(a), paragraph 1 No derogation from General Conditions.

12.2(a), paragraph 2 No derogation from General Conditions.

12.2(b), paragraph 2 No derogation from General Conditions.

**Article 13 Programme of implementation of tasks**

13.2 No derogation from General Conditions.

**Article 14 Contractor’s drawings**

14.1 No derogation from General Conditions.

**Article 15 Sufficiency of tender prices**

15.1 No derogation from General Conditions.

**Article 16 Tax and customs arrangements**

16.1 No derogation from General Conditions.

**Article 17 Patents and licences**

17.1 No derogation from General Conditions.

**Article 18 Commencement order**

18.1 The 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**

19.1180 days from the date pointed within the administrative order related to Article 18 Commencement order.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 No inspection and testing in conjunction with Article 25 of the general conditions is required.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Pre-financing is applicable to this contract subject to provision of prefinancing guarantee in the form of a guarantee following the template in Annex c4i\_prefinanceguarantee\_en.doc of the PRAG, or a contractor’s liability insurance policy to the amount of the prefinancing as laid out in Art. 26.5 below.

Payments shall be authorised and made by Project Manager, Ms. Iliyana Tsvetanova.

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 40% pre-financing, the pre-financing guarantee.

b)For the 60 % balance,the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

All invoices must bear the indication: “The expenditure is under project CB006.2.12.122 Cross-border Cooperation in Forest Fire Fighting”

26.9The present contract does not include a price revision clause.

**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**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.5 The Contractor shall issue a statement indicating the exact number of pieces delivered for each item, including sizes of personal protective equipment (where applicable for Lot 1) and the location where the delivery was performed. The statement shall be dated and countersigned by the person receiving the delivery.

29.6 The packaging of the delivered items shall be suitable to the purpose and prevent the items contained therein from spoiling and defects. The Contractor shall make reasonable effort to use the item’s manufacturer packaging. Using original packaging shall be compulsory for items under Lot 2.

29.7 The delivery shall be deemed to have been made when there is written evidence available to both parties that delivery of the supplies has taken place in accordance with the terms of the contract in the form of a bilateral reception protocol signed by both parties. The bilateral protocol shall contain and/or summarize the information contained in the statements under Art. 29.5, and clearly indicate that all the documentation pertaining to the delivered items is handed over. All invoices must bear the indication: “The expenditure is under project CB006.2.12.122 Cross-border Cooperation in Forest Fire Fighting”

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. The certificate of provisional acceptance must be issued after the delivery of the supplies as described in ANNEX II and III: Technical specifications and Technical offer.

**Article 32 Warranty obligations**

32.6 Minimum warranty of 1 (one) year for the supplies as described in ANNEX II and III: Technical specifications and Technical offer.

32.7 The warranty must remain valid for 1 year after provisional acceptance.

**Article 33 After-sales service**

33.1 No derogation from General Conditions.

**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 Blagoevgrad District 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, personnel, 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)