# *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 The communication between the Contractor and the Contracting Authority shall be in written:

**Contact details for the Contracting Authority:** **Contract details for the Contractor:**

Mrs. Nazife Gündoğdu Contact person.....................................

Project manager Title…………………………………..

Merkez Mah. Kemalbalıkesir Cad. No.46 Adress………………………………..

Suloglu, Edirne, Turkey ……………………………………….

[suloglubelediyesi@outlook.com](mailto:suloglubelediyesi@outlook.com) Email…………………………………

All written communication must state the Contract title and identification number, and must be sent by post, fax or by hand to the Contracting Authority on the abovementioned address. The Head of the Contracting Authority is responsible for approving the acceptance certificates and presenting the official written position of the Contracting Authority.

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**

No derogation of the General Conditions

**Article 8 Assistance with local regulations**

No derogation of the General Conditions

**Article 9 General obligations**

The Contractor should strictly follow the requirements and rules for visibility, laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission, when preparing acceptance certificates and other supporting documentation, connected with this contract.

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

## **Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 6 % 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 total contract value.

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 total contract value.

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**

No derogation from the General Conditions

**Article 14 Contractor’s drawings**

No derogation from the General Conditions

**Article 15 Sufficiency of tender prices**

No derogation from the General Conditions

**Article 16 Tax and customs arrangements**

No derogation from the General Conditions

**Article 17 Patents and licences**

No derogation from the General Conditions

**Article 18 Commencement order**

No derogation from the General Conditions

**Article 19 Period of implementation of the tasks**

19.1The implementation period of the tasks is 4 months.

**Article 24 Quality of supplies**

No derogation from the General Conditions

**Article 25 Inspection and testing**

No derogation from the General Conditions

**Article 26 General principles for payments**

26.1 Payments shall be made in Euro.

Payments shall be authorised and made by the Mayor of the Municipality of Suloglu.

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 20% pre-financing, by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required. Invoice shall be submitted to the Contracting Authority.

b)For the 80 % balance, the invoice(s) in duplicate together with the request for provisional acceptance of the supplies.

**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**

No derogation from the General Conditions

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

**Article 32 Warranty obligations**

No derogation from the General Conditions

**Article 33 After-sales service**

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 the responsible court in accordance with the national legislation of the state of the contracting authority.

**Article 44 Data protection**

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.

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1. See http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-1)