**SPECIAL CONDITIONS**

**CONTENTS**

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| IMPORTANT!  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. |

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| How to complete these Special Conditions:  NOTE:  If certain article is not mentioned in the Special Conditions, this article is fully applicable as prescribed in the General Conditions.  If certain article is prescribed in the Special Conditions, this article modifies the same article of the General Conditions.  If certain article in the Special Conditions states N/A, such provision repeals the article of the General Conditions.  Where you see < ... >, enter the information relevant to the Special Conditions. The phrases in square brackets [ ] should only be included if relevant. The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.  Please remember to delete this paragraph and all pointed and square brackets in the final version of the Special Conditions. |

**Article 2 Language of the Contract**

2.1 The language used shall be English / programme participating countries languages <insert language> and Latin letter only

**Article 4 Communication**

4.1 <Indicate here the contact persons, addresses of the Parties, their other contact details, the documents to provide and the procedure to be used by the Parties for communication.>

For the Contracting Authority:

<Contact name  
Address  
E-mail>

For the Contractor:

<Contact name  
Address  
E-mail>

**Article 5 Supervisor and Supervisor’s representative**

5.2 <Specify the resources available to the project Supervisor and its representative.>

5.3 <Specify the powers of the project Supervisor and its representative.>

5.4 <Specify the practical arrangements for administrative orders.>

**Article 8 Documents to be provided**

8.1 <If any particular documents are to be supplied, indicate here the documents, drawings to be supplied and, if necessary, the procedure to be used by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

If additional documents are not required, delete the article.>

**Article 12 General Obligations**

12.9 <Specify the specific activities to be put in place by the Contractor to comply with its minimum obligation toward visibility. These activities must comply with the rules lay down in the Visibility Guidelines.

If visibility obligations will be covered by the Contracting Authority, delete this article.

**[Article 12c Design and build contracts**

12c1 <If applicable, specify the documents to be drawn up by the Contractor and submitted for the Supervisor’s approval, the procedures for approving them and the requirements relating to any manuals.> ]

If not, delete this article.

**Article 15 Performance guarantee**

15.1 The amount of the performance guarantee will be <specify percentage between 5 and 10 %> of the amount of the Contract and any addenda thereto.

For amounts of € 345 000 or below, on the basis of objective criteria such as the type and value of the contract, the Contracting Authority may decide not to require such a guarantee.

[For some specific contracts and on basis of objective criteria such as the type, duration and amount of the contract, this clause can be added:

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| Please align this article with Contract Notice point 12. |

**Article 16 Liabilities and Insurance**

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| Please note:  Article 16 prescribes special obligations on the Contractors on insurance policies.  If you do not require insurance policies, choose option that no liabilities and/or insurance options are required, both for 12.1 and 12.2 |

16.1 a) <Specify here the specific requirements – if any – of liability for damage to the works>   
If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

["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 <complete with an amount that can be a multiple or fraction of the contract value / lesser amount >. »]

Or

No liability / insurance measures are required.

16.1 b) <Specify here the specific requirements – if any – of liability for damages to the Contracting Authority> [If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

"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 <complete with an amount that can be a multiple or fraction of the contract value / lesser amount>. »]

Or

No liability / insurance measures are required.

16.2. Insurance

No liability / insurance measures are required.

Or

16.2 a) first paragraph <Specify here specific requirements – if any – on when the requirements of proof of completion of adequate insurance must be provided>   
[If you find it necessary to tailor differently when the requirements for proof of insurance must be met, add the following clause :

By derogation from Article 16.2, a) first paragraph of the general conditions, <indicate when>, the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Contracting Authority has given its express written consent on a specific insurance company.]

16.2 a) paragraph 2 <Specify here specific requirements – if any – on when the requirements of communication of cover notes and/or insurance certificates must be fulfilled>   
[If you find it necessary to tailor differently the moment cover notes and/or insurance certificates must be communicated, add the following clause :

By derogation from Article 16.2, a) paragraph 2 of the General Conditions it is <state when> that the Contractor shall provide the Contracting Authority and the Supervisor with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected. ]

**Article 17 Programme of implementation of tasks**

<Specify any specific requirements.>

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| Please state either:   1. exact dates   or   1. number of months since the start of the implementation |

**Article 19 Contractor’s drawings and execution studies**

19.1 <Specify any other requirements for detailed drawings to be drawn up by the Contractor and submitted for the Supervisor’s approval, the time limits, the procedures for approving them and requirements relating to any manuals.>

19.7 <Specify whether the language of the manuals and drawings can be different than the language of the Contract.>

If not, delete this article.

**Article 20 Sufficiency of tender prices**

<Specify any additional provisions regarding the scope of the Contractor’s tender.>

If not, delete this article.

**Article 21 Exceptional risks**

21.4 <Specify any potential exceptional weather conditions.>

If not, delete this article.

**Article 24 Interference with traffic**

24.1 <Specify any permission to impede traffic on communication links.>

24.2 <Specify any special measures required of the Contractor in respect of traffic on and around the site.>

If not, delete this article.

**Article 27 Demolished materials**

27.2 <Specify whether demolition materials become the property of the Contracting Authority.>

27.4 <Specify who is to remove demolition materials if it is not the Contractor.>

If not, delete this article.

**Article 29 Temporary works**

29.2 <Specify whether the design of particular temporary works is the responsibility of the Contracting Authority.>

If not, delete this article.

**Article 30 Soil studies**

30.1 <Specify, if necessary, the arrangements for soil studies.>

If not, delete this article.

**Article 32 Patents and licenses**

32.1 <Specify whether or not there is a derogation from Article 32 of the GC.>

**Article 34 Period of implementation of tasks**

34.1 <Specify the period(s) of implementation of tasks: number of months in figures and words>

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

36.1 <Specify as required the amount of liquidated damages per day of delay and the maximum aggregate amount of such compensation; 1/1000 of the contract price per day’s delay up to a limit of 20 % of the total contract price or 100 000 euro per day’s delay up to a limit of 10 000 000 euro.>

[Otherwise enter the following default provisions:

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 <Specify if a work register is not required. If required, specify the practical details.>

39.2 <Specify the technical rules for drawing up statements.>

If not, delete this article.

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

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

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

(\*) the following specifications < Specify the specifications.>

(\*) the requirements of < Specify the technical document(s) containing these requirements.>

40.3 <Specify whether preliminary technical acceptance is necessary and the conditions governing its implementation.>

**Article 41 Inspection and testing**

<Specify the places to be inspected and tested in accordance with Article 41 of the General Conditions and the practical arrangements for testing.>

If there are no specific requirements, delete this article.

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| Note: make sure that testing timing is aligned with the programme of implementation of tasks (article 17). |

**Article 43 Ownership of plant and materials**

43.2 <Specify whether the equipment, temporary structures, plant and materials on the site belong to the Contracting Authority under Article 43 of the General Conditions and the legal instrument(s) used.>

**Article 44: General principles for payments**

44.1 Payments shall be made in [euro] [<national currency>.

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| Please see point 6 of the Instructions to Tenderers (ItT) for information about currencies. Make sure this article is aligned with point 13 of ItT. |

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 90 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 90 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 90 days.

**Article 46 Pre-financing**

46.1 <Specify whether pre-financing is possible>

46.2 < Specify what the total amount of the pre-financing is. Note that the total amount of the pre-financing must not exceed 10 % of the original contract price for the lump-sum advance and 20 % for all other pre-financing).>

46.3(c) [Insert either of the below sentences in the following cases:

[if the total Contract price is below EUR 60.000:]

[By derogation from article 46.3(c) of the General Conditions, no pre-financing guarantee is required.]

[if the total Contract price is above EUR 60.000:]

[When (i) the pre-financing requested is equal or below EUR 300 000 **and** (ii) the Contracting Authority does not require a financial guarantee following a risk assessment, by derogation from article 46.3(c) of the General Conditions no pre-financing guarantee is required.]

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| Please note that preconditions for pre-financing are:  - signature of the contract  - provision of the performance guarantee in accordance with Article 15;  - provision, for the full amount of the pre-financing, of a financial guarantee which shall remain effective until the pre-financing has been completely repaid by the Contractor out of interim payments under the contract unless otherwise provided for in the Special Conditions;  - fulfilment of the Contractor's obligation under article 16;  - approval of the programme of implementation of tasks by the Supervisor.  Please take into account article 13 (programme of implementation of tasks) and article 18 (commencement date).  **NB:** please note that as per Instructions to Tenderers point 21.3. no pre-financing is paid if documentary evidence for selection criteria is not required |

**Article 47 Retention monies**

47.1 <Specify the practical arrangements for retention monies. Normally, the sum to be retained from interim payments to guarantee implementation of the Contractor’s obligations during the defects liability period is 10 % of each instalment.>

**Article 48 Price revision**

48.2 Prices may not be revised.

**Article 49 Measurement**

49.1 This is a unit-price contract.

**Article 50 Interim payments**

50.1 <Specify here the practical arrangements for interim payments.>

**Article 51 Final statement of account**

51.(1) and (2) [Depending on the practice in the State of the Contracting Authority, the following provisions may be included:

51.1 The Contractor shall, submit to the Supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the Supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the certificate of final acceptance referred to in article 62, the Supervisor shall prepare and signed the final statement of account.

51.6 <Specify here any derogation.> ]

[if the defects liability period does not run from the date of partial acceptance add the following Article.

**Article 59 Partial acceptance**

59.3 The defects liability period provided for in Article 61 shall run from < Specify here when the defects liability period begins>]

**Article 60 Provisional acceptance**

60.1 In complement to article 60.1 of the General Conditions <Specify any detailed arrangements for provisional acceptance or delete this article.>

**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.

[if necessary you can add additional obligation:

In complement to Article 61.1 of the General Conditions <Specify any additional obligations under the guarantee.> ]

61.6 <Specify whether the defects liability work necessitated by normal wear and tear is to be carried out by the Contractor.>

61.7 <Specify whether the duration of the defects liability period is less than the maximum of 365 days. Specify any additional obligations under the warranty, e.g. commercial warranty.>

<Specify when any statutory regulation provides for one or several mandatory period(s) and if applicable the scope of the liability of the contractor for each period.>

**Article 68 Dispute settlement**

68.4

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify commercial court> in accordance with the national legislation of the state of the Contracting Authority