# *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 Communications**

4.1 <Indicate here the contact persons, addresses of the parties and their 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 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 7 Supply of documents**

<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 8 Assistance with local regulations**

< If any particular information must be provided, specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary.

If this is not necessary, delete the article.>

**Article 9 General Obligations**

9.9 <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 Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .>

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

**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 <insert percentage between 5 and 10> % of the total Contract price, including any amounts stipulated in addenda to the Contract.]

OR: For contracts of € 150 000 or below, the Contracting Authority may decide, on the basis of objective criteria such as the type and value of the contract, not to require such a guarantee.

[No performance guarantee is required.]

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| Please align this article with Contract Notice point 12, and Instructions to Tenderers point 21.7 |

**Article 12 Liabilities and Insurance**

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| Please note:  Article 12 prescribes special obligations on the Contractors on insurance policies.  If you do not require insurance policies (and most supply contracts in practice do not), choose option that no liabilities and/or insurance options are required, both for 12.1 and 12.2 |

12.1a) <Specify here the specific requirements of liability for damage to the supplies>

[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 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 <contract value / lesser amount.> "]

Or

No liability / insurance measures are required.

12.1b) <Specify here the specific requirements 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 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 <contract value / lesser amount>. »]

Or

No liability / insurance measures are required.

12.2. Insurance

No liability / insurance measures are required.

Or

12.2a), paragraph 1 <Specify here specific requirements 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 12.2 a) paragraph 1 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.]

12.2a), paragraph 2 <Specify here specific requirements 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 12.2, a), paragraph 2 of the General Conditions it is [state when] that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected. ]

12.2b), paragraph 2 <Specify any specific insurance requirements to cover the transport of supplies >

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

* ***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.

* ***DAP - Delivered At Place****:* Incoterm whereby the buyer bears all risks and costs of import clearance:

*"the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place"[[2]](#footnote-2)*, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 [If required <Specify the timetable for submission and approval of the programme of implementation of the tasks, with dates and deadlines>]

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| Please note: Programme of implementation of tasks should be provided and should, to the extent possible, describe in detail timeline for implementation of individual tasks:   * [manufacture] [delivery] [unloading] [installation] [commissioning] [maintenance] [training] [testing] [after-sales service] * Please note that as per article 18, implementation may start at the contract signature or other designated date * Timeline should include time necessary for the Contracting Authority to approve certain stages (such as testing) * Allow 30 days for Contracting Authority approval / issuing of the Provisional Acceptance (art. 31.2 of the General Conditions) |

**Article 14 Contractor’s drawings**

14.1 < If any particular drawings and/or samples required from the Contractor are required, please state the procedures for approving them and any requirements relating to manuals.>

If this is not necessary, delete the article.>

**Article 15 Sufficiency of tender prices**

15.1 <Specify any additional provisions regarding Article 15 of the General Conditions >

If this is not necessary, delete the article.>

**Article 16 Tax and customs arrangements**

16.1 <Specify if the delivery conditions are DAP instead of DDP as mentioned in the GC>

If delivery conditions are DPP, delete this article.

**Article 17 Patents and licences**

17.1 <Specifywhether there is a derogation from Article 17 of the General Conditions>

If there is no derogation, delete this article.

**Article 18 Commencement order**

18.1 **[**<Specify the date on which implementation of the tasks is to commence>]

Or

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| Tipically, you should state that implementation of the tasks commences:   1. On the date of signature of both contract parties   or   1. XX days after the signature of both contract parties   or   1. On DD/MM/YYYY |

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

19.1<Specify the implementation period(s) of the tasks in calendar days in relation to the date stipulated in the previous Article>

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

**Article 24 Quality of supplies**

24.2 <indicate here if a preliminary technical acceptance is required>

If not, delete this article.

**Article 25 Inspection and testing**

25.2 <Specify the places/goods to be inspected and tested in accordance with Article 25 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 13). |

**Article 26 General principles for payments**

26.1 Payments shall be made in [euros] [<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 6 of ItT and article 3 of the Contract. |

<Specify the administrative or technical conditions governing payment of pre-financing and final payments>

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

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| Please state here:  - detailed schedule of payment, and for each payment  - precondition (such as contract signature for prefinancing, or provisional acceptance signature for final payment)  - amount.  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 |

1. For the 40% pre-financing (only in case documentary evidence for selection criteria were required):

[the pre-financing guarantee]

Or

[if the total Contract price is below EUR 60.000 or following a risk assessment From Contracting Authority:]

[By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.]

b)For the <60 %> final payment, the invoice(s) [in duplicate / triplicate] 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 / at the following rate <insert rate>. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.3<Specify any specific packaging requirements>

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

Or [The packaging shall remain the property of the Contractor subject to environmental considerations].

29.5/6/7 <Set out requirements as regards documents to accompany each delivery and markings on the packaging>

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. <Specify the detailed arrangements for provisional acceptance or delete this article>

**Article 32 Warranty obligations**

32.6 <Specify any additional obligations under the warranty, e.g. commercial warranty>

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| Standard warranty - please note that under standard PRAG contract tenderers are required to submit ‘regular’ warranty for maximum 12 months (General Conditions art 32.7), unless Contracting Authority sets shorter period in Special Conditions.  Commercial warranty is any warranty additional to the standard warranty which is to be specifically required above the standard warranty 12 months period (and included as a requirement in the Technical Specification and Special Conditions). |

32.7 The warranty must remain valid for <period to be specified, maximum one year> after provisional acceptance.

**Article 33 After-sales service**

33.1 <Give details of any after-sales service that the Contractor must provide and specify the proportion of the performance guarantee assigned to that activity.>

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| Note: typical after-sale service is Commercial Warranty, therefore details not described under article 32.6. should be described here.  You may decide to assign portion of the performance guarantee to standard warranty period and other portion to commercial warranty period. You may also decide, depending on you risk assessment, that performance guarantee should be valid only for the period assigned to 12 month warranty. |

**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 <specify commercial court> in accordance with the national legislation of the state of the Contracting Authority

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)
2. Idem. [↑](#footnote-ref-2)