

**[DRAFT] SPECIAL CONDITIONS FOR CEFTA SECRETARIAT**

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. Exceptionally, and with the approval of CEFTA Secretariat, other clauses can be indicated to cover particular situations.

This contract is a fee-based contract. The maximum amount mentioned in the Main Conditions of the contract is based on the maximum fees.

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the Main conditions;
- the Special Conditions;
- the General Conditions (Annex I);
- the Terms of Reference [including clarification before the deadline for submitting tenders] (Annex II);
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Identification form (Annex VI);
- Declaration on honour on exclusion and selection criteria (Annex VIII);

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Article 2 Communications**

2.1 The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

**2.4 & 2.5 Mail or email communication**

Any written communication relating to this Contract between the Contracting Authority and the Contractor must state the Contract title and identification number, and must be sent by mail, e-mail or hand delivery to the following addresses:

- Contracting Authority:

CEFTA Secretariat  
Rue de la Loi 42  
1040 Brussels, Belgium  
[procurement@cefta.int](mailto:procurement@cefta.int)  
Tel +32 2 229 10 16

- Contractor:

[Company name]  
[Full name]  
[Function]  
[Full official address]  
Email: [Complete]

#### **Article 4 Subcontracting**

Subcontracting is not allowed.

#### **Article 7 General Obligations**

- 7.8 The Contractor must state in the reporting that the project is funded by Support to the Secretariat of the Central European Free Trade Agreement 2025-2028, co-financed by EC and CEFTA Parties.

#### **Article 12 - Liabilities**

- 12.2 By way of derogation from Article 12.2, 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 26 Interim and Final Reports**

The contractor shall submit progress reports as specified in the terms of reference

#### **Article 27 Approval of Reports and Documents**

- 27.5 The Contracting Authority shall, within 45 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 45 days of the receipt of the documents or reports.

#### **Article 28 Expenditure verification**

- 28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

## Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
1	Maximum pre-financing payment <sup>1</sup>	< Maximum amount> <X> % <sup>2</sup>
6- monthly	Interim payments	<amount (balance of pre-financing payment and forecast balance)>
<Month number>	Forecast balance	10 % of the maximum contract value
	Total	<maximum contract value>

The prefinancing payment shall be subject to the receipt of an invoice.

The actual amounts payable after the pre-financing payment will vary. They shall be based on the contractor's invoice accompanied by an interim progress report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90% of the maximum contract value stated in Article (2) of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 90 days of the contracting authority receiving an invoice.

29.5 Payments will be made in Euro in accordance with Article 29.4 of the General Conditions. Bank charges for bank transfer made by the CEFTA Secretariat will be borne by the contractor.

## Article 30 Financial Guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

## 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 courts of Brussels, Belgium in accordance with the national legislation of the state of the contracting authority.

## Article 42 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

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<sup>1</sup> The contractor is not obliged to ask for pre-financing.

<sup>2</sup> Maximum of 20 % of the maximum contract value.

may involve transfers of personal data (such as names, contact details, signatures, CVs, etc) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel).

**Article 43      Further additional clauses**

<Add other clauses.>

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