

[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.

The subject of the contract shall be the:

the supply, delivery and montage at CEFTA Secretariat premisses / office of the following supplies:

[general description of the supplies, including quantities]

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 technical specifications (Annex II) [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III) [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);
- 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 Language of the contract

The language used shall be English.

Article 4 Communications

4.1 & 4.4 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
Tel +32 2 898 10 83

- Contractor:

[Company name]

[Full name]

[Function]

[Full official address]

Email: [Complete]

Article 6 Subcontracting

Subcontracting is allowed up to 10% of the value of the implementation of this contract.

Article 7 Supply of documents

No other documents will be provided by the Contracting Authority.

Article 8 Assistance with local regulations

The obtaining of any permits, visas, authorisations, or licences required for the implementation of the contract shall remain the sole responsibility of the contractor and is not covered by the Contracting Authority.

Article 9 General obligations

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

Article 10 – Origin

All goods purchased under the contract must originate in a Member State of the European Union.

Article 11 Performance guarantee

No performance guarantee is required.

Article 12 – Liabilities and insurances

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 contract value.

12.1(b) 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 13 Programme of implementation of the tasks

- 13.2 The Contractor shall submit timetable of implementation of the tasks within 5 days from the commencement date of the contract. The Contracting Authority shall approve or provide comments on the timetable within 3 days of its submission. The final approved timetable shall be adopted no later than 5 days.

Article 14 Contractor's drawings

14.1 The contractor shall submit to the project manager the models proposed in the financial offer.

Article 15 Sufficiency of tender prices

The price of the supplies shall be that shown on the financial offer (Annex IV).

Article 16 Tax and customs arrangements

16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid).

Article 18 Delivery order

18.1 The delivery of goods/implementation of the tasks shall begin on the date on which the last party signs it.

Article 19 Period of implementation of the tasks

19.1 The **time limit for delivery** shall be July-August. The **implementation period of tasks** shall be 3 months.

Article 24 Quality of supplies

24.2 No preliminary technical acceptance will be required.

Article 26 General principles

26.1 Payments shall be made in euro. Pre-financing is not applicable to this contract

Article 28 Delayed payments

28.2 By 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

29.1 The Incoterm applicable shall be DDP.

29.4 The place of acceptance of the supplies shall be CEFTA Secretariat offices, Rue de la Loi 42 (2nd floor), 1040 Brussels, Belgium.

Article 31 Provisional acceptance

No provisional acceptance is required.

Article 32 Warranty obligations

32.7 The warranty must remain valid for at least one year after provisional acceptance.

Article 33 After-sales service

33.1 The contractor undertakes to carry out repairs or provide replacements for any supplies that fail or break during the warranty period.

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 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, 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 45 Further additional clauses

<Add other clauses.>

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