# *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 Contracting Authority

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Address: Nemanjina 334, 11000 Belgrade, III floor, office no. 7

Emai: [natasa.milosavljevic@mei.gov.rs](mailto:natasa.milosavljevic@mei.gov.rs)

Contractor:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**

Together with the delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance if aplicable) Manuals in English or Serbian language.

**Article 10 Origin**

## 10.1 Goods and materials supplied under a procurement or a grant contract, financed under the INTERREG IPA Romania-Serbia Programme are fully untied and can originate in any country. All supplies and materials are fully untied and no verification of origin is required.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

All insurance costs including transportation will be borne by the contractor until the final acceptance without prejudice to article 29.7 of the General Conditions.

The Contractor shall bear all risks at full replacement value and associated expenses until final acceptance is agreed and certified. The supplies must be covered by all types of insurance cover (carriage, damage, theft, third party liability, etc) until the issuance of the final acceptance.

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any revision.

**Article 18 Commencement order**

18.1The date of signature of contract by both parties.

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

19.118 days starting from the commencement date.

**Article 24 Quality of supplies**

24.2 Final technical acceptance will be carried out after the delivery of the supplies. Issuing of Final technical acceptance certificate by the Contracting authority will be the basis for payment.

**Article 25 Inspection and testing**

25.2 Inspection and testing will be carried out prior to signature of Final Technical Acceptance certificate.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD, calculated on a DDP basis for the supplies tendered, fully after the delivery, inspection and tasting and after ensuing Final Technical Acceptance certificate.

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Ministry of European Integration.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

32.7 The warranty must remain valid for minimum two years after Final acceptance.

**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 Serbia, Commercial Court in Belgrade 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 and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)