# *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 The contact person for this contract is Zoran Bulatović, Ustanova za izradu tapiserija “Atelje 61”, Petrovaradinska tvrđava 9, 21131 Petrovaradin [bartok.atelje61@gmail.com](mailto:bartok.atelje61@gmail.com)

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**

The Contractor is obliged to ensure the original or copies of brochures with suitable technical specifications of goods, which is required by tender documentation. The Commercial guarantee certificate, issued according to the relevant Serbian law covering the warranty period described in Article 32 - has to be submitted by the time of delivery as the latest.

**Article 8 Assistance with local regulations**

N/A

**Article 9 General obligations**

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures 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>.

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a) 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 expense until final acceptance is agreed and certified. The supplies must be covered by all types of insurance (carriage, damage, theft, third party liability, etc) until the issuance of the final acceptance.

12.2(b), paragraph 2 The transport of supplies shall be insured using Incoterms DDP - Delivered Duty Paid

***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.*

**Article 13 Programme of implementation of tasks**

13.2 Delivery of the supply to the place of acceptance at Ustanova za izradu tapiserija “Atelje 61”, Petrovaradinska tvrđava 9, 21131 Petrovaradin shall be finalized within 30 calendar days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 All supplies must be handed over with the technical documentation requested in the Technical Specifications.

**Article 15 Sufficiency of tender prices**

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

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP. The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 to fully exonerate the following taxes: customs duties, import duties, taxes or fiscal charges in connection with import, value added tax, documentary stamp or registration duties or fiscal charges having an equivalent effect.

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1The implementation of the tasks shall start on the date of contract signature by both parties.

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

19.1Within 30 calendar days from the commencement date.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 Inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into service. The inspection and testing of all equipment will be started and completed within a maximum 5 calendar days after delivery.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD after delivery.

Payments shall be authorised and made by Zoran Bulatović as the legal representative of Ustanova za izradu tapiserija “Atelje 61”, Petrovaradinska tvrđava 9, 21131 Petrovaradin

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

a)By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies within 30 days from the commencement date.

26.9N/A

**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. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Each delivery must be accompanied by:

1. User manuals;
2. A copy of the relevant commercial invoice;
3. A copy of the manufacturer’s warranty

**Article 31 Provisional acceptance**

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

The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Beneficiary Institution/s acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

**Article 32 Warranty obligations**

32.6 Where commercial warranty (issued by the manufacturer of particular item/product) is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor is obliged to provide complete support to the Beneficiary in contacting the manufacturer.

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

**Article 33 After-sales service**

33.1 N/A

**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 Republic of Serbia, Commercial Court in Novi Sad 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)