# *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 From the Contracting Authority, the correspondence details and the person in charge with the communication for this contract are:

Jedriličarski Klub „Palić“

24413 Palić, Obala Lajoša Vermeša B.B

Contact person: Andrea Kikić

[jkpalic@gmail.com](mailto:jkpalic@gmail.com)

On behalf of Supplier:

Contact name:

Address:

E-mail:

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 (operation and regular maintenance) Manuals in English language. All necessary documents for the import and commissioning of equipment in the Contracting country.

**Article 8 Assistance with local regulations**

Please refer to article 8 of General Conditions for the corresponding requirements.

**Article 9 General obligations**

9.9 These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in Interreg-IPA Cross-border Cooperation Hungary - Serbia programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

If the estimated budget (of the tender procedure as a whole or if divided into lots, per lot) is below EUR 100 000: All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2 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.

**Article 13 Programme of implementation of tasks**

13.2 Delivery of the supplies to the place of acceptance shall be finalised within 90 calendar days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 No special drawings and/or samples required from the Contractor, with the exception of basic description of equipment.

**Article 15 Sufficiency of tender prices**

15.1 Please refer to Article 15. of General Conditions for the corresponding requirements.

**Article 16 Tax and customs arrangements**

16.1 DDP – Delivered Duty Paid.

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 Please refer to article 17.1 of General Conditions for the corresponding requirements

**Article 18 Commencement order**

18.1After signing of contract by both parties.

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

19.190 days from the commencement day.

**Article 24 Quality of supplies**

24.2 Please refer to article 24.2 of General Conditions for the corresponding requirements.

**Article 25 Inspection and testing**

25.2 The place where the goods will be inspected, according the corresponding provisions of General Conditions, is Carinsko skladište - Bikovački put 11, Subotica 24106.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR.

Payments shall be authorised and made by Jedriličarski Klub Palić.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

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) together with the request for provisional acceptance of the supplies.

26.9The contract shall be at fixed prices, which shall not be revised.

**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**

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

29.5/6/7 Delivery shall be accompanied by the following documents:

* User Manuals
* Warranty Certificate
* Export papers

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

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

**Article 33 After-sales service**

33.1 Not applicable.

**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 Republic of Serbia 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, staff, 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)