# *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 < Mladen Veličković , Evaluation commission, secretary
 Milana Rakića 5, Zvezdara 11 000 Beograd, Republic of Serbia
+ 381 11 2422029
mladen.velickovic@stat.gov.rs.>

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. N/A

 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. N/A

**[Article 6 Subcontracting**

6.3 Its possible.

**Article 7 Supply of documents**

<According to SUPPLY CONTRACT NOTICE >

**Article 8 Assistance with local regulations**

< According to local regulations>

**Article 9 General obligations**

9.9 Must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

**Article 10 Origin**

## 10.1 All goods purchased must originate in an eligible source country as defined in the PRAG rules.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be <5 %> of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

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 budget of the procurement> ’]

12.2(b), paragraph 2 In the case of use of Incoterms, 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:

* ***DAP - Delivered At Place****:* Incoterm whereby the buyer bears all risks and costs of import clearance:

*‘the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place’[[1]](#footnote-1)*, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 [N/A]

**Article 14 Contractor’s drawings**

14.1 <[N/A].>

**Article 15 Sufficiency of tender prices**

15.1 <[N/A]>

**Article 16 Tax and customs arrangements**

16.1 <[N/A]>

**Article 17 Patents and licences**

17.1 <[N/A]>

**Article 18 Commencement order**

18.1 [The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.]

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

19.1<the implementation period(s) of the tasks is 90 calendar days in relation to the date stipulated in the previous article>

**Article 24 Quality of supplies**

24.2 <Indicate here if a preliminary technical acceptance is required> N/A

**Article 25 Inspection and testing**

25.2 <N/A>

**Article 26 General principles for payments**

26.1 Payments shall be made in euros or in RSD (if the tenderer has headquarters in country of Contracting Authority Republic of Serbia, payments will be made in RSD in the middle exchange rate of the National Bank on the day of payment).

Payments shall be authorised and made by <Acting Director Branko Josipović>.

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

a) **[**For the 40% pre-financing],

b)For the 60 % payment, **and** 100 % balance the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

26.9<Specify whether the contract includes a price revision clause. This clause must be drawn up by the competent services of the European Commission in accordance with their internal procedures.> N/A

**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**

29.3

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

**Article 31 Provisional acceptance**

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

By derogation from Article 31.2, second paragraph , the contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 < commercial warranty>

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

**Article 33 After-sales service**

33.1 <Give details of any after-sales service that the contractor must provide and specify the proportion of the performance guarantee assigned to that activity.> 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 <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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.]

 **[Article 45 Further additional clauses**

<Add other clauses approved by the competent Commission departments.> N/A

\* \* \*

1. Idem. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)