# *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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Contact name **Antonio Ratković, Mayor**  
Address **City of Sombor**

**Trg cara Uroša no. 1, 25101 Sombor**

E-mail **tourism4all.sombor@gmail.com**

For the Contractor:

Contact name   
Address

E-mail

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 7 Supply of documents**

N/A

**Article 8 Assistance with local regulations**

N/A

**Article 9 General obligations**

9.9 Contracting Authority will be responsible for visibility actions.

**Article 10 Origin**

## 10.1 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**

12.1a) No liability/insurance measures are required.

12.1b) No liability/insurance measures are required.

**Article 13 Programme of implementation of tasks**

13.2 Delivery of the supply and installation to the place of acceptance – **City of Sombor, Trg cara Uroša no. 1, 25101 Sombor** shall be finalised within **50 days** from contract signature by both parties.

**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 Delivery conditions are DDP excluding VAT.

**Article 17 Patents and licences**

17.1 There is no derogation from Article 17 of the General Conditions.

**Article 18 Commencement order**

18.1Commencement date will be the date of the contract signing.

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

19.1The implementation period of the tasks will be **50 days** from the date of the contract signing.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 No inspection and testing are required.

**Article 26 General principles for payments**

26.1 Payments shall be made in **RSD**.

Payments shall be authorised and made by **Antonio Ratković** as **Mayor.**

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 - pre-financing guarantee is required.

b)For the 100% final payment, the invoice **in duplicate** together with the request for provisional acceptance of the supplies.

**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 remain the property of the Contractor subject to environmental considerations.

29.5/6/7 N/A

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11 for both lots.

**Article 32 Warranty obligations**

32.6 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 **two years** 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 **Commercial court in Sombor** 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[[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)