

## ***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 For the Contracting Authority, the following contact details of the shall be used:

Name: Aleksandar Protić  
Address: 27. Marta 2  
Telephone: + 381 36 307 103  
Fax:  
E-mail: [kraljevo.pljevlja@gmail.com](mailto:kraljevo.pljevlja@gmail.com); [info@vodovodkv.co.rs](mailto:info@vodovodkv.co.rs)

For the Contractor, the following contact details shall be used:

Name: <.....>  
Address: <.....>  
Telephone: <.....>  
Fax: <.....>  
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**

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide following documents within 15 calendar days following the notification of award:

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 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 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 Partnerships: [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en) .

## **Article 10 Origin**

- 10.1 All goods purchased must originate in an eligible source country. 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.]

## **Article 11 Performance guarantee**

- 11.1 No performance guarantee is required.

## **Article 12 Liabilities and insurance**

All cost of insurance is obligation of supplier until delivery.

## **Article 13 Programme of implementation of tasks**

- 13.2 Delivery of the supplies to the place of acceptance shall be finalised within 7 months from contract signature by both parties. All the other obligations of the contractor, including putting into operation, training shall be finalised within 7 months from contract signature by both parties.

## **Article 14 Contractor's drawings**

- 14.1 N/A.

## **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 For supplies manufactured locally, all domestic fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

## **Article 17 Patents and licences**

- 17.1 N/A.

## **Article 18 Commencement order**

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

## **Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is not required.

## **Article 25 Inspection and testing**

25.2 Inspection and testing is not required.

## **Article 26 General principles for payments**

26.1 Payments shall be made in EUR for international contractors, or in RSD for domestic contractors.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by PUC Vodovod Kraljevo – financial unit.

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:

For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

## **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.

29.5/6/7 N/A.

## **Article 31 Provisional acceptance**

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

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

## **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 one one year after provisional acceptance.

### **Article 33 After-sales service**

33.1 The contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The contractor must provide all of the spare parts manufactured or distributed by the contractor for period of five years, after provisional 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 Bussiness court Kraljevo – 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, 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<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

### **Article 45 Further additional clauses**

N/A.

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39