# *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 Contrarcting Authority, the following contact details shall be used:**

Name: Mrs Kormányos Katona Gyöngyi

Address: Poštanska 18.

24400 Senta

Republic of Serbia

Telephone: [……………]

E-mail: **kormanyosgyongyi23@gmail.com**

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

Name: [……………]

Address: [……………]

Telephone: [……………]

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 Instructions (installation, operation and regular maintenance) Manuals that are provided by the manufacturer originally in English and/or Serbian language including the original manufacturer’s warranty statement, where applicable. In case there is no original manufacturer’s warranty statement, the Tenderer shall deliver its own.

**Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

The Contractor shall pay all taxes, duties and fees, and obtain all permits that may be required by the national authorities, licenses and approvals, as required by the laws of Serbia in relation to the contract. The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in Serbia, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority harmless from consequences of failure to do so or from eventual delays.

Before giving the offer or defining the selected equipment manufacturer and model, the potential tenderer is obliged to determine in relevant Serbian institutions whether the subject equipment is on the list of equipment that can be imported and used on the territory of the Republic of Serbia.

**Article 9 General obligations**

9.9 These activities must comply with the rules lay down in the Interreg IPA Romania Serbia Programme published on the website of the programme: <https://romania-serbia.net/implementation/visibility/>

**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**

12.2(b), paragraph 2 ***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 **6 months** from contract signature by both parties.

The first article, i.e. the data migration and aggregation supply has to be delivered by the end of June 30th.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

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

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP as mentioned in the GC and as a further note, in accordance with IPA implementing regulation, for all partners VAT can be an eligible expenditure. The Contracting Authority will pay the unit prices, as stated in the Financial Offer, and will pay the VAT **if the VAT is eligible** and is clearly identified on the invoices. For this contract VAT is eligible cost.

**Article 17 Patents and licences**

17.1 Not applicable

**Article 18 Commencement order**

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

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

19.1The period of implementation of the tasks of the contractor shall be **6 months** from the commencement date

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 The place where the goods will be inspected, according to the corresponding provisions of General Conditions, is the premises of the Contracting Authority, i.e. Institute for Hungarian Culture in Vojvodina (Zavod za kulturu vojvođanskih Mađara), under the address: Poštanska 18., 24420 Senta, Republic of Serbia.

The inspection and testing will be started and completed **within a maximum of 15** calendar days after delivery.

During the inspection and testing procedure, technical performances, technical specifications, and technical documentation will be verified.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR or RSD, in three parts, i.e.

1. Data migration and aggregation tool, 100% of the equipment value: by the end of June 2025

2. Web-portal development, digital makerspace, tools: 1st part:

max. 50% of the equipment value: by the end of September 2025.

3. Web-portal development, digital makerspace, tools: 2nd part:

max. 50% of the equipment value: by the end of the contract implementation date in December 2025.

In case of a Contractor from the Republic of Serbia, when payments should be made in RSD, the applicable exchange rate will be the InforEuro exchange rate for the month of issuing the Invoice.

Pre-financing is not applicable to this contract

Payments shall be authorised and made by **Mrs Kormányos Katona Gyöngyi** acting as the lead representative of the Contracting Authority, i.e. Institute for Hungarian Culture in Vojvodina (Zavod za kulturu vojvođanskih Mađara), under the address: Poštanska 18., 24420 Senta, Republic of Serbia.

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:

The final payment shall be made within 90 days of issue of the Provisional Acceptance Certificate based on the invoice(s) issued in accordance with Annex IV to this Agreement.

The payment is accepted only after the reception of the supplies has been made by a Reception Committee, appointed at the level of the Contracting Authority.

For the 100% final payment, the invoice together with the request for final acceptance of the supplies according to Annex IV to the present contract.

26.9No price revision is allowed.

**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 Delivery shall be accompanied by the following documents (if applicable):

a) Warranty Certificate

b) Certificate/declaration of conformity, maintenance and user manuals in English or Serbian.

**Article 31 Provisional acceptance**

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

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

**Article 32 Warranty obligations**

32.6 Where the commercial warranty issued by the manufacturer of a particular item/product is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor will deliver the related certificates/documents to the Beneficiary and will 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 The Contractor shall provide or secure the provision of a reliable after-sales service, thereafter, guaranteeing maintenance, technical back up and the rapid fixes of bugs, coverage for defects or bugs that impair the software’s intended functionality, and remedies such as bug fixes, updates, patches, or replacement if the software fails to meet the warranty terms.

**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 relevant court of law in 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[[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)