# *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 All communications relating to this contract shall be made in writing. Contracting Authority:

Asociația Crescătorilor de Albine Caraș (ACA CS)

B-dul I. L. Caragiale no. 3

Reșița, Caraș-Severin County, Romania

E-mail: **caras@aca.org.ro**

Contact person: **Suta Ida**

The contractor shall nominate a contact person and provide contact details upon contract signature.

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**

The contractor shall provide the contracting authority with the following documents:

* Technical documentation of the cargo van;
* EU certificate of conformity (CoC);
* Vehicle registration documents;
* Warranty certificates;
* User manuals and maintenance instructions in English;
* Any other documents required by national regulations.

All documents shall be submitted at the latest upon delivery of the vehicle.

**Article 8 Assistance with local regulations**

The contractor shall be responsible for ensuring that the cargo van complies with all applicable EU and national regulations and shall assist the contracting authority with vehicle registration and any required authorisations in Romania.

**Article 9 General obligations**

9.9 The Contracting Authority shall ensure compliance with the Communication and Visibility Requirements for EU-funded external action. The cargo van shall display the Interreg IPA Romania–Serbia Programme logo, the European Union emblem and the Banat Honey Route project logo, in accordance with the visibility guidelines provided by the contracting authority. This must be done in cooperation with contractor after delivery acceptance.

**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**

12.1(a) The contractor shall be liable for any damage to the cargo van until provisional acceptance.

12.1(b) The contractor shall be liable for any damage caused to the contracting authority resulting from non-compliance with contractual obligations.

12.2(a), paragraph 1 Proof of insurance shall be provided upon delivery of the cargo van.

12.2(a), paragraph 2 Proof of insurance shall be provided upon delivery of the cargo van.

12.2(b), paragraph 2 The contractor shall provide full transport insurance covering loading, transport, unloading, theft, damage or loss of the cargo van until delivery under DDP conditions in Reșița, Romania..

**Article 14 Contractor’s drawings**

14.1 No drawings or samples are required for this contract.

**Article 15 Sufficiency of tender prices**

15.1 The tender prices shall be deemed to cover all obligations of the contractor under the contract.

**Article 16 Tax and customs arrangements**

16.1 The delivery conditions applicable to this contract are DDP.

**Article 17 Patents and licences**

17.1 No derogation from Article 17 of the general conditions applies.

**Article 18 Commencement order**

18.1The 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**

19.1The implementation period of the tasks shall be maximum four (4) weeks from the commencement date.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 Inspection and testing shall take place at the place of delivery in Reșița, Romania, upon delivery of the cargo van.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Pre-financing is not applicable to this contract.

26.5 By derogation from Article 26.5 of the general conditions, no pre-financing guarantee is required.

26.9No price revision applies to this contract.

**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 cargo van shall be delivered ready for use, fully assembled and prepared for operation.

29.5/6/7 The delivery shall be accompanied by the registration documents, certificate of conformity, warranty documents and user manuals.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. < Provisional acceptance shall be issued after verification of compliance with the technical specifications and delivery documentation.

**Article 32 Warranty obligations**

32.6 The contractor shall provide a commercial warranty for the cargo van as specified in the technical specifications.

32.7 The warranty shall remain valid for a minimum period of three (3) years after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor shall provide after-sales service, maintenance support and spare parts availability for a minimum period of five (5) years.

**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 competent courts of Romania, in accordance with national legislation.

**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[[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)