# *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 mobile beekeeping cabins;

– Installation and operation manuals;

– Warranty certificates;

– Certificates of conformity and quality, where applicable.

All documents shall be provided in English at the latest upon delivery and installation of the cabins.

**Article 8 Assistance with local regulations**

The contractor shall comply with all applicable national and local regulations related to the manufacture, delivery and installation of the mobile beekeeping cabins and shall assist the contracting authority, where necessary, with any technical documentation required for permits or authorisations.

**Article 9 General obligations**

9.9 The Contracting Authority shall ensure compliance with the Communication and Visibility Requirements for EU-funded external action. Each mobile beekeeping cabin shall display the European Union emblem, the Interreg IPA Romania–Serbia Programme logo 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 mobile beekeeping cabins 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 adequate insurance shall be provided upon delivery and installation of the cabins.

12.2(a), paragraph 2 Insurance certificates shall be submitted together with the delivery documentation.

12.2(b), paragraph 2 The contractor shall provide full transport insurance covering loading, transport, unloading, theft, damage or loss of the mobile beekeeping cabins until delivery under DDP conditions.

**Article 14 Contractor’s drawings**

14.1 No drawings or samples are required for this 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 eight (8) 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 installation sites in Caraș-Severin County upon delivery and installation of the mobile beekeeping cabins.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by the Contracting Authority at its address indicated in Article 4.1.

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 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 mobile beekeeping cabins shall be delivered adequately packaged to ensure protection during transport.

29.5/6/7 Each delivery shall be accompanied by delivery notes, warranty documents, manuals and certificates of conformity.

**Article 31 Provisional acceptance**

Provisional acceptance shall be issued after verification of compliance with the technical specifications and completion of installation at the delivery sites.

**Article 32 Warranty obligations**

32.6 The contractor shall provide a commercial warranty covering materials, workmanship and installed equipment.

32.7 The warranty shall remain valid for a minimum period of two (2) years after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor shall provide after-sales service and technical support during the warranty period.

**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)