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## ***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 Contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication: Arslan Hajdinaga, Municipality of Ulcinj, Bulevar Skenderbega 85360 Ulcinj, Montenegro; e-mail: [ipa@ul-gov.me](mailto:ipa@ul-gov.me), +382 69 400 473.
- 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 8 Assistance with local regulations**

For reference, concerning the personal-data protection part of the supplies requested within the Technical Specifications (*B. Annex II + III TECHNICAL SPECIFICATIONS + TECHNICAL OFFER*, of the tender dossier), the





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contractor is to consult the **Law on Personal Data Protection** (Official Gazette of Montenegro No. 079/08 from December 23, 2008, 070/09 from October 21, 2009, 044/12 from August 9, 2012, 022/17 from April 3, 2017).

## Article 9 General obligations

- 9.9 All physical equipment has to be marked with the Programme logo tile (Interreg IPA CBC Croatia-Bosnia and Herzegovina-Montenegro 2021–2027) and the contractor is obliged to provide it. 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 Cooperation and Development:

[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 a Member State of the European Union or a country covered by the Interreg IPA CBC Croatia – Bosnia and Herzegovina-Montenegro 2021-2027 programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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

- 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*





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*formalities.*<sup>1</sup> The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

## Article 18 Commencement order

- 18.1 The 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

- 19.1 The implementation period of the tasks shall be 2 months (60 days) from contract signature, November 22<sup>nd</sup>, 2024 up until January 22<sup>nd</sup>, 2025.

## Article 25 Inspection and testing

- 25.2 All of the supplies are to be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing.

## Article 26 General principles for payments

- 26.1 Payments shall be made in euros.
- Payments shall be authorised and made by the contracting authority.
- 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:
- a) For the pre-financing:  
No pre-financing.
  - b) For 100 % balance, the invoice(s) together with the request for provisional acceptance of the supplies.
- 26.9 This Contract does not include a price revision clause.

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<sup>1</sup> See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.





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## **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.

## **Article 31 Provisional acceptance**

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

## **Article 32 Warranty obligations**

- 32.6 The Contractor has an obligation to deliver commercial warranty, specifying terms and conditions in details.
- 32.7 The warranty must remain valid for one year after provisional acceptance.

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

- 33.1 The contractor has to undertake installation, maintenance and repair according to the commercial warranty (32.6), as well as to provide training in the use of the equipment.

## **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 the Commercial Court in Podgorica 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





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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.

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