# *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 is Ms Mevlida Pljevljak, School of Economics and Business Sarajevo/Ekonomski fakultet u Sarajevu, Trg oslobođenja – Alija Izetbegović 1, 71 000 Sarajevo, to be contacted electronically under following e-mail address: mevlida.pljevljak@efsa.unsa.ba

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 9 General obligations**

9.9 On all equipment supplied must be a sticker with visibility elements of the programme/project. The contracting authority will provide the necessary information on programme/project logo.

**Article 10 Origin**

## 10.1 Not applicable.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 13 Programme of implementation of tasks**

13.2 30 days from contract signature for supply and delivery of equipment. 5 days from delivery to require the provisional acceptance from the contracting authority, and additional 5 days for the contracting authority to issue the provisional acceptance to the contractor.

**Article 16 Tax and customs arrangements**

16.1 The contract is exempted from VAT. The contracting authority will deliver to the contractor the certificate based on which the contractor will issue an invoice without the VAT.

**Article 18 Commencement order**

18.1Not applicable.

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

19.130 days from contract signature for supply and delivery of equipment. 5 days from delivery to require the provisional acceptance from the contracting authority, and additional 5 days for the contracting authority to issue the provisional acceptance to the contractor.

**Article 26 General principles for payments**

26.1 Payments shall be made in BAM (Bosnia and Herzegovina convertible marks).

26.5 The total sum of the contract will be paid after the issuance of the provisional acceptance from the contracting authority and following an invoice sent from the contractor. After receiving the invoice, the payment will be made in 15 days.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 As specified in technical specifications/offer.

**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 court 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, staff, 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)