# *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 details for the Contracting Authority:

Contact person: Sasa Lazarevski, Chairman

Email: asocijacijalazarus@gmail.com

Telephone: +381 63 850 3470

Address: 18 Ive Stojanovic Street, Donji Milanovac 19220, Serbia

Contact details for the Contractor:

Contact person: < name >

Email: < e-mail address >

Telephone: < telephone number >

Address: < address >

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**

At the time of delivery the Contractor shall provide all relevant technical documentation for the equipment including, but not limited to, detailed technical specifications and operational and maintenance manuals

**Article 9 General obligations**

9.9 The visibility measures by the Contractor must comply with the rules lay down in the Communication and Visibility Manual for Interreg - IPA CBC Programme Bulgaria – Serbia 2014- 2020 published on the programme website: <http://www.ipacbc-bgrs.eu>.

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the the Interreg - IPA CBC Programme Bulgaria – Serbia 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.

All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 13 Programme of implementation of tasks**

13.2 The supplies must be delivered 90 days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 The Contractor has the obligation to provide all original drawings and manuals with suitable technical specifications of the goods.

**Article 16 Tax and customs arrangements**

By signing the Framework Agreement between the European Commission and the Republic of Serbia, parties have agreed to allow full VAT exemption.

**Article 18 Commencement order**

18.1 The commencement date is a date of the contract signature by both parties.

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

19.1The implementation period of the tasks is 90 days.

**Article 26 General principles for payments**

26.1 Payments will be made in EUR for international suppliers and in RSD for local suppliers. For local suppliers, amount contracting in EUR will be paid in RSD using the InforEuro exchange rate for the month of the issuing of invoice or pro-invoice (in case of VAT exemption). The payment will be made after issuing of the provisional acceptance certificate.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 Each of the delivered goods must have one-year warranty, e.g. commercial warranty

32.7 The warranty must remain valid for one year after provisional acceptance.

**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 Zajecar in accordance with the national legislation of the state of the contracting authority.

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