# *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 Contracting authority: Municipality of Bojnik, Trg slobode 2-4, 16205 Bojnik, Serbia, Project Office, Nebojsa Stankovic – Project Manager, office@bojnik.rs

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.

For the item number 1,2 and 3 from Technical specification document (Annex II+III) it is required to submit Declaration of Performance (DoP) for offered element.

For the item number 10 from Technical specification document (Annex II+III) it is required to submit TUV certificate approved for the stage platform.

**Article 8 Assistance with local regulations**

N/a

**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 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 12 Liabilities and insurance**

12.1(a) No derogation from the General Conditions

12.1(b) No derogation from the General Conditions

12.2(a), paragraph 1 No derogation from the General Conditions

12.2(a), paragraph 2 No derogation from the General Conditions

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 formalities.’[[1]](#footnote-2)*The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 The equipment must be delivered in a timeframe of 30 days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 The Contractor will deliver User manuals and other technical specifications of the equipment usually provided by the producer

**Article 15 Sufficiency of tender prices**

15.1 Not applicable

**Article 16 Tax and customs arrangements**

16.1 The Delivery conditions are DDP.

**Article 17 Patents and licences**

17.1 No derogation from the General Conditions

**Article 18 Commencement order**

18.1The implementation of tasks shall commence on the date after both parties sign the Contract.

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

19.1The equipment must be delivered in a timeframe of 30 days from contract signature by both parties.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 No preliminary technical acceptance is required.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros or RSD depending on selected Contractor. For contractors registered in Serbia, payments will be in RSD (calculated based on InforEuro exchange rate in the month of contract signature, and for contractors registered in other eligible countries, payments will be in EUR.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

The European Commission and the Republic of Serbia have agreed in “Framework Agreement”, signed on 23.12.2014, to exonerate the VAT taxes. More specific information such as details of the competent authority of the partner country, a reference to exemption procedures are prescribed by the national legislation in force.

The payment will be made after delivery of the equipment and the signature of the provisional acceptance by both parties.

Payments shall be authorised and made by Contracting Authority.

26.9The contract will be at fixed prices, which will not be revised.

**Article 28 Delayed payments**

28.2Not applicable

**Article 29 Delivery**

29.3The 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.

31.2. The provisional acceptance will be signed after supply, delivery, unloading and commissioning of the supplies by the Contractor and their acceptance by the Contracting Authority.

**Article 32 Warranty obligations**

32.6 The Contractor shall warrant that the supplies are new, unused. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

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

**Article 33 After-sales service**

33.1 Not applicable

**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 Leskovacin accordance with the national legislation of the state of the contracting authority.

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1. See http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-2)