# *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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand.

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| --- |
| PUC “Mediana” Nis |
| Mramorska 10, 18000 Nis, Republic of Serbia |
| E-mail: [embrace.nature@jkpmediana.rs](mailto:embrace.nature@jkpmediana.rs) |

For the Contractor:

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| --- |
|  |
| Tel: |
| e-mail: |

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 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in Interreg-IPA CBC Bulgaria - Serbia Programme, CCI No. 2014TC16I5CB007. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. 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 The amount of the performance guarantee shall be 5% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 18 Commencement order**

18.1The supply contract shall enter into force from the date of signature from both sides.

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

19.1The implementation should shall not exceed 30 (thirty) calendar days from the commencement date.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD/EUR.

The conversion of EUR to RSD shall be made in accordance with the InforEuro exchange rate of MONTH and YEAR of the applicable InforEuro exchange rate, which correspond to the month and year corresponding to the deadline for submitting applications, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by PUC “Mediana” Nis, Mramorska 10, 18000 Nis.

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:

For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

**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 packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 The contractor is obliged to perform the test and submit the Test Certificate which determines that the vehicle meets the requirements prescribed by the Law on Road Traffic Safety ("Official Gazette of RS", No. 55/2014), and to mark the vehicle with fluorescent features for working at night.

The contractor is obliged to submit:

- Certificate that the vehicle is made in accordance with the norms and standards for safe handling of drivers and operators according to the Law on Occupational Safety of the Republic of Serbia;

- Service books and warranty cards of vehicles and superstructures;

- All necessary documentation for vehicle registration, according to the Law on Road Traffic Safety ("Official Gazette of RS", No. 41/2009, 53/2010, 101/2011, 32/2013 - US decision, 55/2014, 96 / 2015 - other law and 9/2016 - decision US, 24/2018, 41/2018, 41/2018 - other law, 87/2018 and 23/2019) and the Ordinance on the division of motor vehicles and trailers and technical conditions for vehicles in road traffic ("Official Gazette of RS", no. 40/2012, 102/2012, 19/2013, 41/2013, 102/2014, 41/2015, 78/2015, 111/2015 and 14/2016 , 108/2016, 7/2017 - corrected, 63/2017, 45/2018, 70/2018, 95/2018 and 104/2018) as follows:

1) Purchase invoices (all connecting invoices and supplier invoice in 3 originals)

2) Certificate establishing that the vehicle meets the requirements prescribed by the Law on Road Traffic Safety ("Official Gazette of RS", No. 41/2009, 53/2010, 101/2011, 32/2013 - US decision, 55/2014, 96/2015 - Dr. Law and 9/2016 - US decision) (vehicle certificate)

3) Customs invoice in 1 original (applies to imported vehicles)

4) Decision on supplier registration in 1 copy

5) Carrier's statement in 1 original (applies to imported vehicles)

6) Customs declaration in 1original (applies to imported vehicles)

7) Manufacturer's certificate (applies to imported vehicles)

8) Registration sheet on the performed technical inspection of the motor vehicle

9) Instructions for use and maintenance with diagrams of electrical installation, hydraulic installation and data on the values of pressures in the same as the limit pressures of the safety valve (in Serbian)

10) Catalogue of spare parts for vehicles and superstructures (in Serbian)

**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 shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the suppliers have any defect arising from design, materials or workmanship.

32.7 The warranty must remain valid for 1 (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 competent Court in Nis, Republic of Serbia 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, 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)