# *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, on the one hand and the Contractor, on the other, must state the Contract title and identification number and must be sent by post, email or personal delivery to the following addresses:

For Contracting authority:

Mr Perislav Ducic

Center for intangible cultural heritage "Roots"

Varsavska 6, 19000 Zajecar, Serbia

E-mail: [ctukoreni@mts.rs](mailto:ctukoreni@mts.rs)

For Contractor:

<Name.>

<Contact details>

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 8 Assistance with local regulations**

Not applicable.

**Article 9 General obligations**

9.9 Contractor have to 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 and specific rules of visibility in INTERREG Bulgaria-Serbia Manual.

**Article 10 Origin**

## 10.1 All goods purchased can originate in 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 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.

12.2(a), paragraph 2 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.]

12.2(b), paragraph 2 There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance

In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***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-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

13.2 The equipment must be delivered in a timeframe of 30 days from contract singing by both parties (but not later than 15.08.2023.)

**Article 14 Contractor’s drawings**

14.1 The Contractor will deliver User manuals and other technical specifications of 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**

18.1 **T**he implementation of tasks shall commence on the date after both parties sign the Contract.

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

19.1 The equipment must be delivered in a timeframe of 30 days from contract singing by both parties (but not later than 15.08.2023.)

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 No derogation from the General conditions.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD (calculated based on InforEuro exchange rate in the month of launching the tender.

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

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Contracting Authority.

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 component authority of the partner country, a reference to exemption procedures are prescribed by the national legislation in force.

The 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.

29.5/6/7 Not applicable.

**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 2 (two) years 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 Zajecar, Republic of Serbia in 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-1)