# *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**

For contracting authority:

Contact person: Natasa Stefanovic

Municipality of Babusnica

Ratka Pavlovica 1, 18330 Babusnica,Republic of Serbia

stefanovicnatasa84@gmail.com

For contractor:

contact person/s,

addresses of the parties and

their contact details

**Article 7 Supply of documents**

Any specific documents, other than those described Instruction to Tenderers - Content of tenders, used for submission by the Contractor to the Contracting Authority, are referred to in the Annex II + III – Technical Specifications + Technical Offer.

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**

The selected tenderer is obliged to submit all the necessary documentation that is needed for its registration when delivering the vehicle:

- Manufacturer’s Certificate of conformity (CoC),

- Certificate of the Traffic Safety Agency on vehicle testing,

- Registration certificate for motor vehicles necessary for the registration of a vehicle.

In order to prove the origin of the vehicle or to enable the registration procedure to be carried out, it is necessary to publish on each account and the final contract or statement, which are issued or concluded in a chain from the vehicle manufacturer to the user, necessarily display the "VIN" number of the vehicle.

Before giving the offer or defining the selected vehicle manufacturer and model, the potential tenderer is obliged to determine in the Agency for Traffic Safety whether the subject vehicle is on the list of vehicles that can be imported and registered on the territory of the Republic of Serbia, and the evidence for that must be a component of the tender documentation.

**Article 9 General obligations**

9.9 Contractor have to comply with the rules lay down in the 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 under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 5 % of the amount of the contract VAT excluded, including any amounts stipulated in addenda to the contract.The performance guarantee shоuld be provided in the form of signed and registered blank own promissory note, in favour of the Contracting authority, with authorization in the amount of 5% of the contracted value, with the clause unconditional and payable on the first call in the name on behalf of the execution of contractual obligations, as well as a card deposited signatures. **The performance guarantee shall be submitted at the time of concluding the Contract.** If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

**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.

All insurance costs including transportation will be borne by the contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

The Contractor shall bear all risks at full replacement value and associated expenses until provisional acceptance is agreed and certified. The supplies must be covered by all types of insurance cover (carriage, damage, theft, third party liability, etc.) until the issuance of the provisional 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-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 T**he passinger van must be delivered in a timeframe of 90 days from contract signature.**

**The Contractor will, in a timeframe of 7 calendar days after delivery, prove functionality and characteristics of equipment both as separate items and as a system. Testing and verification date will be negotiated with Contracting Authority.**

**Article 14 Contractor’s drawings**

14.1 The Contractor has the obligation to provide all original drawings and manuals with suitable technical specifications of goods. Each set of equipment will be provided with an original set of users’ operation and maintenance manuals for all parts of the equipment.

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any provision.

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

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

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

19.1 **Period of implementation of the tasks is 90 calendar days.**

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 **The supplies will be inspected and tested at the place of delivery and acceptance.**

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR, in case the Contractor is registered in the country outside of Serbia.

Payments will be made in RSD, in case the Contractor is registered in Serbia (equal in RSD in the currency exchange rate of the Infor Euro at the month of launching the tender shall be used). Monthly exchange rates of the InforEuro can be found at the following website

<https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en>

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Municipality of Babusnica,Ratka Pavlovica 1,18330 Babusnica.

**The contract shall be exempt from all duties and taxes, including VAT.**

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:

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

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

**Article 28 Delayed payments**

28.2 By 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**

29.3 The packaging shall become the property of the recipient subject to environmental considerations

29.5/6/7 The documents which shall accompany delivery shall include:

- An invoice (with the name and reference number of the project),

- Technical documentation including manuals and service book if relevant

- Commercial warranty certificate

**Article 31 Provisional acceptance**

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

Provisional acceptance will be made between the beneficiary and the contractor in the presence of the project manager with the conclusion that they are products, delivered, installed, tested and determined in accordance with the technical specifications of the contract.

**A****rticle 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 minimum 2 (two) years after provisional acceptance.

**Article 33 After-sales service**

33.1 N/A

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of Brussels, Belgium.

**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.

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