# *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 For the Contracting Authority:

Municipality of Knjazevac,

Adress: Milosa Obilica 1, 19350 Knjazevac

Contact person: Miroljub Bozinović, project manager

Telephone: 064 89 08 652

Mail: [soknjazevac@knjazevac.rs](mailto:soknjazevac@knjazevac.rs)

For the Contractor:

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………………………………………….

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…………………………….,

tel./fax: …………………..; 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 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;
* Catalog (prospectus), Authorized services, Warranty, all the necessary documentation that is needed for its registration of vehicle in Serbia

**Article 8 Assistance with local regulations**

The selected tenderer is obliged to submit all the necessary documentation that is needed for its registration in Serbia when delivering the 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.

**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](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions.%20en) and specific rules of visibility in INTERREG Bulgaria-Serbia Manual.

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA II programme. 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. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.

## **Article 11 Performance guarantee**

11.1 The successful tenderer for LOT 1, LOT 2, LOT 3, LOT4, will be asked to provide a performance guarantee of 10% of the amount of the contract at the signing of 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 10% 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) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

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.

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.

**Article 13 Programme of implementation of tasks**

13.2 **For Lot 1:** The equipment must be delivered in a timeframe of 60/sixty/days from contract signature. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be negotiated with Contracting Authority.

**For Lot 2 :** The equipment must be delivered in a timeframe of 60/sixty/days from contract signature. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be negotiated with Contracting Authority .

**For Lot 3:** The equipment must be delivered in a timeframe of 60/sixty/days from contract signature. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be negotiated with Contracting Authority

**For Lot 4 :** The equipment must be delivered in a timeframe of 60/sixty/days from contract signature. The Contractor will, in a timeframe of 3 calendar days after delivery, prove functionality and characteristics of equipment. 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, User manuals and other technical specification of the equipment. 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.

**Article 16 Tax and customs arrangements**

16.1 The delivery conditions are DDP as mentioned in the general conditions

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1The 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**For Lot 1:** The implementation period(s) of the tasks is 60 calendar days in relation to the date stipulated in the previous Article.

**For Lot 2:** The implementation period(s) of the tasks is 60 calendar days in relation to the date stipulated in the previous Article.

**For Lot 3:** The implementation period(s) of the tasks is 60 calendar days in relation to the date stipulated in the previous Article.

**For Lot 4:** The implementation period(s) of the tasks is 60 calendar days in relation to the date stipulated in the previous Article.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 All goods will be inspected and tested in place of delivery - Knjazevac in accordance with Article 25 of the general conditions and the practical arrangements for testing.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD. The conversion to EUR/RSD shall be made in accordance with the InforEuro exchange rate of **MONTH** of the applicable InforEuro exchange rate, which can either correspond to the month and year of the 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 Municipality of Knjazevac. The supplier is required to submit a pro forma invoice for VAT exemption after signing the contract.

26.3 The final payment to the contractor of the amounts due shall be made within 45 days following acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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

**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 documents which shall accompany delivery shall include:

* An invoice (with the name and reference number of the project),
* Technical documentation,
* 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, tested and determined in accordance with the technical specifications of the contract.

**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 the period of minimum 1/one/ years after acceptance.

**Article 33 After-sales service**

33.1 The Contractor is obliged to submit with the the list of authorized services, issued by the vehicle manufacturer, or another authorized person by the manufacturer. The bidder is obliged to pay at his own expense within the warranty period eliminate all defects and defects that are the subject of the warranty

**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 Commercial court of Zajecar 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, staff, 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG. \* \* \*

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)