# *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 communication relating to this Contract shall be in writing, in English,in electronic form to the following address:

Renata Bajkić,

Square Svetog Save 33, 37215 Ražanj

Tel. 037/3841-174

E-mail: projekti@razanj.org

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**

N/A

**Article 8 Assistance with local regulations**

N/A

**Article 9 General obligations**

9.9 The Contractor Authority shall take the necessary measures to ensure visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission:<https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>.

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in IPA cross-border program Bulgaria - Serbia for the programming period 2014-2020 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 No performance guarantee is required.

**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.10% of 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 10% of the contract value.

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, after signed Contract, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is for the entire period of validity of the contract that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that thecontractor's obligations relating to insurance are fully respected.

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 period of implementation of the tasks is 71 day from the commencement of the contract.

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| **Signed Contract – 19April 2021** | **Delivery supply at place, near to the facility of Ražanj municipality – 28 June 2021** |

**Article 14 Contractor’s drawings**

14.1 Not applicable.

**Article 15 Sufficiency of tender prices**

15.1 The Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:

a) the costs of transport;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies.

c) furnishing of detailed operation and maintenance manuals, as specified in the Contract;

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

**Article 17 Patents and licences**

17.1 There is no a derogation from Article 17 of the General Conditions.

**Article 18 Commencement order**

18.1The start date for implementation shall be date of signature of the contract by both parties (provisional date-19April 2021).

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

19.1The period for implementing the tasks is 71 days from the start date.

**Article 24 Quality of supplies**

There is no a derogation from Article 24 of the General Conditions.

**Article 25 Inspection and testing**

25.1 The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies (Municipality of Ražanj, Square Svetog Save 33, 37215 Ražanj). The Contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

25.2. The Project Manager shall be entitled to inspect, stage sound system and LED display are of the requisite quality and quantity.**Article 26 General principles for payments**

26.1 Payments shall be made in national currency RSD.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by Municipality of Ražanj Square Svetog Save 33, 37215 Ražanj, Tel. 037/3841-174

The payments will be made as follows:

Payment will be made after the delivery of the stage sound system and LED display to the agreed place and the final collection of equipment. The supplier is required to submit a pro forma invoice for VAT exemption after signing the contract.

26.3By 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.

**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. Each delivery must be accompanied by a statement drawn up by the Contractor.

29.6. Each package shall be clearly marked in accordance with the special conditions.

29.7. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery and acceptance.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 Commercial warranty - minimum of 2 years.

32.7 The warranty must remain valid for two year 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 otherwise shall be referred to the exclusive jurisdiction of Commercial Court in Nisin 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)