# *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 The contact details of the parties are as follows:

(a) Contact details of the Contracting Authority

Biljana Nikolić, Director of the Tourist Organization of Surdulica  
Municipality of Surdulica, 5. septembar 27., 17530 Surdulica  
E-mail: [turisticka.surdulica@gmail.com](mailto:turisticka.surdulica@gmail.com)

(b) Contract details of the 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**

Together with the supply of the relevant equipment the Contractor shall provide the Contracting Authority an up to date user manual in the original language of the manufacturer and a translation in Serbian language.

**Article 8 Assistance with local regulations**

The selected bidder is obliged to submit all the necessary documentation required for its registration in accordance with the legal regulations of the Republic of Serbia.

**Article 9 General obligations**

9.9 The Contractor shall comply with its minimum obligation toward visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>.

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Interreg-IPA II CBC Bulgaria - Serbia Programme, CCI Number: CCI 2014TC16I5CB007 programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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 12 Liabilities and insurance**

No amendments to the general conditions are made.

**Article 13 Programme of implementation of tasks**

13.2 The equipment shall be delivered not later than 120 calendar days from the conclusion of the contract.

**Article 14 Contractor’s drawings**

14.1 Together with the supply of the relevant equipment the Contractor shall provide the Contracting Authority with the applicable up to date user manual in original language and translation in Serbian.

**Article 15 Sufficiency of tender prices**

15.1 Training of the Contracting Authority's personnel shall be provided in addition to the activities enumerated in Article 15.1 of the General Conditions.

**Article 16 Tax and customs arrangements**

16.1 DDP

**Article 17 Patents and licences**

17.1 There shall be no derogation from Article 17 of the general conditions.

**Article 18 Commencement order**

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

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

19.1The equipment must be delivered in a timeframe of 120 calender 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 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The equipment shall be inspected and tested in accordance with Article 25 of the General Conditions in the Municipality of Surdulica, Pcinja district, Serbia.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR or in RSD, depending on whether the bidder is a foreign or domestic legal entity. 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>

The administrative or technical conditions governing payment of pre-financing and final payments are as follows:

1. Pre-financing amounting to 40 % of the total contract price subject to the fulfilment of the terms and conditions stipulated in Article 26.5 of the General Conditions;
2. Final payment amounting to 60 % of the total contract price subject to the fulfilment of the terms and conditions stipulated in Article 26.5 of the General Conditions;

Payments shall be authorised and made by Tourist Organization of Surdulica, 5. september 27., 17530 Surdulica, Serbia.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in Article 26.1 above:

a)For the 40 % pre-financing - the pre-financing guarantee in accordance with the provisions of Article 26.5 of the General Conditions;

b)For the 60 % balance - the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

26.9The contract does not include a price revision clause.

**Article 28 Delayed payments**

28.2No derogation from Article 28.2 of the General Conditions shall apply.

**Article 29 Delivery**

29.3The packaging shall remain the property of the contractor 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 (moduls);

- 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 (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 - commercial warranty

32.7 The warranty must remain valid for minimum 2 (two) year after provisional acceptance.Warranty period of the vehicle is at least 3 years or 150 000 km.

**Article 33 After-sales service**

33.1 The after-sales service that the Contractor must provide includes the remedy and rectification of any defect, failure and/or damage of the delivered equipment within the warranty period specified in Article 32. On-site inspections of the equipment shall be performed by the Contractor not later than 24 hours after receiving a notification from the Contracting Authority of a failure, defect or damage to the equipment. Any necessary remedial work by the Contractor shall be carried out with due care, expediency and without delay and shall result in the removal of such defect, failure and/or damage.

**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 courts in Serbia in accordance with the national legislation of the state of the Contracting Authority.

**Article 44 Data protection**

No amendments to the General Conditions shall apply

**Article 45 Further additional clauses**

No further additional clauses to the General Conditions shall be added.

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