

## ***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 Contracting authority:

Ivana Stefanović, project coordinator  
Municipality of Negotin  
TrgStevanaMokranjca 1  
19300 Negotin  
[negotin.rs@gmail.com](mailto:negotin.rs@gmail.com)

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**

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**

Contractor will obtain permits for seaworthiness for the boat

## **Article 9 General obligations**

- 9.9 Contractor has to comply with the rules laid 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_en) 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 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 No performance guarantee is required.

## **Article 12 Liabilities and insurance**

12.1a) No derogation from the General Conditions.

12.1b) No derogation from the General Conditions.

12.2a), 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.

12.2a), 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.

12.2b), 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."<sup>1</sup> 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 N/A

## **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 revision.

## **Article 16 Tax and customs arrangements**

16.1 The delivery conditions are DDP.

## **Article 17 Patents and licences**

17.1 N/A

## **Article 18 Commencement order**

18.1 The implementation of the task shall commence with the commencement of the contract.

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<sup>1</sup> See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

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

- 19.1 Implementation period of the tasks is 100 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 Goods will be inspected and tasted at Danube in Negotin 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.

Payments shall be authorised and made by Municipality of Negotin, financial department, Trg Stevana Mokranjca 1, 19300 Negotin.

- 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.

## **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,
- Commercial warranty certificate,

## **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.

32.7 The warranty must remain valid for 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 otherwise shall be referred to the exclusive jurisdiction of Negotin basic court in accordance with the national legislation of the state of the contracting authority.

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