# *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 Contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication.

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: | Muzička omladina Novog Sada  Milan Radulović |
| Address: | Katolička porta 2/II, Novi Sad, Serbia |
| Telephone: | +381 021/452-344 |
| E-mail: | mons@eunet.rs |

For the Contractor: To be introduced at contracting phase

|  |  |
| --- | --- |
| Name: |  |
| Addres: |  |
| Telephone: |  |
| E-mail: |  |

**Article 6 Subcontracting**

Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

**Article 7 Supply of documents**

Documents should be delivered directly to Contracting authority upon request.

**Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

The European Commission and Republic of Serbia have agreed in the Framework Agreement to allow full exemption from taxes, customs and import duties and/or charges having equivalent effect. Please refer to the Article 5 of the Framework Agreement between the European Commission and Republic of Serbia.

The Contractor is obligated to follow relevant procedure for VAT exemption: Law on VAT (Official Gazette of the Republic of Serbia No. 84 / 2004, 86 / 2004, 61 / 2005, 61 / 2007, 93 / 2012, 108 / 2013, 6 / 2014, 68 / 2014, 142 / 2014, 5 / 2015, 83 / 2015, 108 / 2016, 7 / 2017, 113 / 2017, 13 / 2018, 30 / 2018 and 4 / 2019) with subsequent modifications, Rulebook on procedure for exercising the right to value added tax refund and on manner and procedure of value added tax refund and reimbursement (Official Gazette of the Republic of Serbia, 120 / 2012, 40 / 2015, 82 / 2015, 86 / 2015, 11 / 2016, 21 / 2017, 48 / 2018, 62 / 2018, 44 / 2018, 104 / 2018 and 16/2019) with the subsequent modifications.

**Article 9 General obligations**

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union co-financing. These activities must comply with the rules lay down in the Interreg-IPA CBC Croatia-Serbia 2014- 2020 Communication Strategy available at: [www.interreg-croatia-serbia2014-2020.eu](http://www.interreg-croatia-serbia2014-2020.eu)

**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 Cross-border Cooperation Programme Croatia - Serbia 2014-2020. 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 **10.000,00 EUR**.

**Article 12 Liabilities and insurance**

12.1(a) The Contractor shall insure the goods for their replacement value during delivery and commissioning. The insurance policy shall cover the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, transport damage, theft, improper handling, fire, water, lightning, and professional malpractice, from the time of shipment until the issuance of the Provisional Acceptance Certificate.

**Article 13 Programme of implementation of tasks**

13.2 The good (Instrument) should be delivered within 30 calendar days from contract signature.

**Article 14 Contractor’s drawings**

14.1 The good (Instrument) must be supplied with the technical documentation requested in the Technical Specifications. This documentation must be supplied in English as described in the Technical Specifications, both in electronic (digital) and hard copy format. Manufacturer’s instructions related to maintenance should be included.

**Article 15 Sufficiency of tender prices**

15.1 Without prejudice to Article 15 of the General conditions, the goods to be supplied, as itemized and the overall prices, calculated on the basis of DDP include the full cost of delivery of the goods to the place of destination. The Contractor shall, at no additional charge, carry out any work that is the subject of any item in its tender for which it indicates neither a unit price nor a lump sum.

**Article 16 Tax and customs arrangements**

16.1 DDP delivery conditions are applicable as mentioned in the general conditions.

The European Commission and the Republic of Serbia have agreed in the Framework Agreement to fully exonerate the following taxes: customs duties, import duties, taxes or fiscal charges in connection with import, value added tax, documentary stamp or registration duties or fiscal charges having an equivalent effect.

**Article 17 Patents and licences**

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

**Article 18 Commencement order**

18.1The implementation of the contract shall commence on the date of signature of the contract by both parties.

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

19.1Period of implementation of tasks is30 calendar days from contract signature.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The Contractor shall deliver and commission instrument, in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros (EUR) or national currency (RSD).

If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of **July 2019** which can correspond to the month and year of the publication of the present contract notice, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>.

Payments shall be authorised and made by Muzička omladina Novog Sada (MONS).

Pre-financing is not acceptable.

The final payment to the contractor of the amounts due shall be made within 30 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance

**Article 28 Delayed payments**

28.2The 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**

29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

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

**Article 31 Provisional acceptance**

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

The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, have been installed or have been commissioned as the case may be, have satisfactorily passed the required tests, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Contracting authority acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

**Article 32 Warranty obligations**

32.6 Commercial warranty must be issued by Contractor. The commercial warranty requirements are stipulated in the Annex II + III Technical Specifications.

32.7 The warranty must remain valid for 60 months after provisional acceptance.

**Article 33 After-sales service**

33.1 Not applicable.

**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 of Republic of Serbia 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[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)