# *SPECIAL CONDITIONS*

**CONTENTS**

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| IMPORTANT!  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. |

**Article 2 Language of the Contract**

2.1 The language used shall be English / programme participating countries languages Serbian and Latin letter only.

**Article 4 Communications**

4.1 For the Contracting Authority:

Contact name: **Vanja Božić, Acting Director, Jelena Mandarić and Dragana Rodić**  
Address: **Public Utility Company City Greenery Novi Sad,** **Mladena Leskovca no. 1, 21000 Novi Sad**   
E-mail: **dragana.rodic@zelenilo.com** and/or [**interclim.zelenilo@gmail.com**](mailto:interclim.zelenilo@gmail.com)

For the Contractor:

Contact name  
Address  
E-mail

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 7 Supply of documents**

N/A

**Article 8 Assistance with local regulations**

N/A

**Article 9 General Obligations**

9.9 Visibility obligations will be covered by the Contracting Authority.

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**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**

12.1a) No liability / insurance measures are required.

12.1b) No liability / insurance measures are required.

12.2. Insurance

No liability / insurance measures are required.

**Article 13 Programme of implementation of tasks**

13.2 Contract implementation period is **4 months** from the date of both side sign the contract.

**Article 14 Contractor’s drawings**

14.1 Contractor is obligated to supply original or copies of manuals/drawings for adequate use 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 Delivery conditions are **DDP including VAT**.

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1Commencement date is the date of contract signing – **December 25th 2025.**

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

19.1Implementation period of the tasks is **4 months** in relation to the date stipulated in the previous Article.

**Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is not required.

**Article 25 Inspection and testing**

25.2 N/A

**Article 26 General principles for payments**

26.1 Payments shall be made in **RSD (for Serbian tenderers) or EUR (for international tenderers).** The payment will be made in accordance with the following schedule – 100% after delivery.

Payments shall be authorised and made by **Vanja Božić, Acting Director**.

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

In order to obtain payments, the Contractor must forward to the authority **Provisional Acceptance**.

**Article 28 Delayed payments**

28.2N/A

**Article 29 Delivery**

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

29.5/6/7 N/A

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. **Equipment must be delivered and installed according to Contracting Authority requests.**

**Article 32 Warranty obligations**

32.6 N/A

32.7 The warranty must remain valid for **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 **Commercial Court in Novi Sad** in accordance with the national legislation of the state of the Contracting Authority.

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