# *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 written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and identification number, and shall be sent by post, fax, e-mail or by hand:

For Contracting authority:

Name: Nina Nikolić

Address: Mije Kovačevića 2- 4, 11000 Beograd

e-mail: [nina.nikolic@mup.gov.rs](mailto:nina.nikolic@mup.gov.rs)

Telephone: +381 648929341

For the Contractor:

Name:

Address:

e-mail:

Telephone:

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**

At the time of delivery, the Contractor shall provide all relevant technical documentation for the equipment including, but not limited to, detailed technical specifications, operational and maintenance manuals in English and Serbian language.

Any specific documents, other than those described in Article 11 of the Instruction to Tenderers, for submission by the Contractor to the Contracting Authority, are referred to in the Annex II + III – Technical Specifications + Technical Offer.

The Contractor is obliged to submit all the necessary documentation that is needed for custom procedure, registration of the completed vehicle, and technical inspection in accordance with the relevant legal regulations in the Republic of Serbia.

**Article 8 Assistance with local regulations**

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

The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in Serbia, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority harmless from consequences of failure to do so or from eventual delays.

**Article 9 General obligations**

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union. These measures must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission website.

**Article 10 Origin**

## 10.1 All goods purchased can originate in 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) Please refer to article 12.1a) of General Conditions for the corresponding requirements.

12.1b) Please refer to article 12.1b) of General Conditions for the corresponding requirements.

12.2a), paragraph 1 Please refer to article 12.2a) paragraph of General Conditions for the corresponding requirements.

12.2a), paragraph 2 Please refer to article 12.2a) paragraph 2 of General Conditions for the corresponding requirements.

12.2b), paragraph 2

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:**

“ 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”.

**Article 13 Programme of implementation of tasks**

## 13.2 The Contractor shall within 2 weeks from the date of contract signature by both parties submit an accurate and detailed programme of performance as stipulated in Article 13.1 of the General Conditions. The Contractor is responsible to timely coordinate the deliveries and all other associated activities. If necessary, the Contractor shall regularly update the programme of implementation of tasks.

**Article 14 Contractor’s drawings**

14.1 All equipment must be supplied with the technical documentation requested in the Technical Specifications. This documentation must be supplied in English or Serbian as described in the Technical Specifications, both in electronic (digital) and hardcopy format.

**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, packing, insurance, transportation, the full cost of clearance formalities, storage, unloading, unpacking, installation, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, any copy rights, or patent rights or license, warranty and training and training materials, if any, and manuals, fees, allowances, all kind of social charges, etc. of the staff and/or expert hired and assigned to service to be provided under this contract and any expenditure that such staff and/or expert will incur for execution of their activities during the operation, and excluding taxes and customs duties. 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 The delivery conditions are DDP.

The Contractor shall pay all taxes, duties and fees, and obtain all permits that may be required by the national authorities, licenses and approvals, as required by the laws of Serbia in relation to the contract.

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the VAT exemption, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect and the customs procedures.

**Article 17 Patents and licences**

17.1 N/A

**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**

19.1The period of implementation of tasks is 15 months from the signature date of the contract.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The supplied equipment shall be inspected and tested at the place of delivery and acceptance Ministry of Interior of the Republic of Serbia, Sector for Emergency Management, Mije Kovacevića 2-4, 11000 Beograd. During the inspection and testing procedure, the quantities, the technical performances, the technical specifications and technical documentation will be verified. The equipment will be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing after the delivery to the Contracting Authority. The testing period should last for 7 calendar days.

**Article 26 General principles for payments**

26.1 Payments shall be made in EURO for foreign suppliers. Payments shall be made in RSD for domestic suppliers (suppliers from Republic of Serbia).

**In case the contract is concluded in EURO, and payments are made in national currency (RSD), applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice or pro-forma invoice in case of VAT exemption.**

Payments shall be authorised and made by the Ministry of Interior of the Republic of Serbia.

26.2 Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the invoice, must be used to report changes of bank account.

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.

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

**In case that the Contractor will request the pre-financing**:

a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a **pre-financing guarantee** for the full amount of the pre-financing payment. The performance guarantee shall be provided to the Contracting Authority following the procedure foreseen for the performance guarantee, and in accordance with the format annexed to the contract. **The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods.**

b) 60% of the total contract price, as payment of the balance, after receipt by the Contracting Authority of an invoice (in triplicate) and of the application for the certificate of provisional acceptance;

**In case that Contractor will not request pre-financing**:

For the 100% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies. Payments shall be made in full after supply, delivery and unloading of all goods.

26.9This contract does not include a price revision clause.

**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**

29.1 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.

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

29.5/6/7 Each delivery shall be accompanied by the following documents:

* + - an invoice in triplicate, where the name and reference number of the project and the tender procedure shall be included in the description,
    - technical documentation
    - commercial warranty certificate
    - confirmation/declaration from the manufacturer that the warranty period, declared by the Contractor, will be supported by the manufacturer

**Article 31 Provisional acceptance**

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

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**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 supplies have any defect arising from design, materials or workmanship. During the warranty period, any malfunction of the products covered by the warranty will be solved free of charge by the supplier within 30 days from the date of the notification of the fault to the service unit of the products, without additional costs to the contracting authority.

32.7 **The warranty must remain valid:**

* **5 years after provisional acceptance**

**Article 33 After-sales service**

33.1 Not applicable

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Republic of Serbia in accordance with the national legislation of the state of the Contracting Authority.

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