# *SPECIAL CONDITIONS*

**Lot 2 -** Supply of laboratory equipment for analysis

**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 person: Daniel Krzanovic, [daniel.krzanovic@irmbor.co.rs](mailto:daniel.krzanovic@irmbor.co.rs)

Mining and Metallurgy Institute Bor, Alberta Ajnštajna, 19210 Bor, Republic of Serbia

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**

Please refer to article 7 of General Conditions for the corresponding requirements

**Article 8 Assistance with local regulations**

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

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 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.

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 9 General obligations**

Please refer to article 9.9 of General Conditions for the corresponding requirements

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 The performance guarantee is required.

The amount of the performance guarantee shall be 10% of the total Contract price, including any amounts stipulated in addenda to the Contract.

**Article 12 Liabilities and insurance**

12.1 ***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.’[[1]](#footnote-1)* 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 Delivery of the supplies to the place of acceptance including installation, maintenance, training and commissioning will be finalised within 3 months from contract signature.

**Article 14 Contractor’s drawings**

14.1 Not applicable

**Article 15 Sufficiency of tender prices**

15.1 Please refer to article 15.1 of General Conditions for the corresponding requirements.

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP as mentioned in the GC.

**Article 17 Patents and licences**

17.1 Not applicable.

**Article 18 Commencement order**

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

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

19.1The period of implementation of the tasks of the contractor shall be 3 months from the commencement date.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The inspection and testing prior to the provisional acceptance will take place at the locations where the goods are delivered. The inspection and testing will be started and completed within a maximum of 15 calendar days after delivery.

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

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD or EURO in case of foreign contractor.

In case of domestic Contractor when payments should be made in RSD, applicable exchange rate will be InforEuro exchange rate for the month of issuing Invoice.

26.2 Payments shall be authorised and made by Mining and Metallurgy Institute Bor.

26.3 By derogation, the final payment to the Contractor of the amounts due shall be made within 60 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:

The final payment shall be made within 60 days of issue of the Provisional

Acceptance Certificate on the basis of the invoice issued in accordance with Annex IV to this Agreement.

The payment is accepted only after the reception of the supplies has been made by a Reception Committee, appointed at the level of the Contracting Authority.

For the 100 % final payment, the invoice together with the request for provisional acceptance of the supplies according to Annex IV to the present contract.

26.9No price revision is allowed.

**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**

29.3Equipment should be packed in original package with all accessories.

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

29.5/6/7 Delivery shall be accompanied by the following documents (if applicible):

a) Warranty Certificate (warranty for two years for items 1,2,3,4,7, 8 and 9)

b) Certificate/declaration of conformity, maintenance and user manuals in English

**Article 31 Provisional acceptance**

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

31.2. The equipment shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, and 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.

**Article 32 Warranty obligations**

32.6 Where the commercial warranty issued by the manufacturer of a particular item/product is longer than the below mentioned warranty of two years after provisional acceptance, the Contractor will deliver the related certificates/documents to the Beneficiary and will provide complete support to the Beneficiary in contacting the manufacturer.

32.7 The warranty must remain valid for two year after provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor shall provide authorized local reliable after-sales service, thereafter guaranteeing maintenance, technical back up in 24 hours answer after identification of the problem with instrument and the rapid replenishment of spare parts and consumables for the offered equipment after provisional acceptance. In the event of termination of production of the spare parts, advance notification to the Beneficiary will be sent to allow procurement of the parts required for a period of 10 years from the date of manufacture.

**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 relevant court of law in Serbia applying the national legislation 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, personnel, 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)