# *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 and the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand.

Contact persons, addresses of the parties and contact details that will be used for communication:

**For the Contracting Authority:**

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **e-mail:** |  |

**For the Contractor:**

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **e-mail:** |  |

**Article 7 Supply of documents**

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 Technical Specifications.

The Contractor is obliged to ensure the original brochures with suitable technical specifications of goods, which is required by tender documentation. The Commercial guarantee certificate, issued according to the relevant Serbian law covering the warranty period described in Article 32 - has to be submitted by the time of delivery as the latest.

**Article 8 Assistance with local regulations**

The Contractor shall comply with all applicable national laws during performance of the Contract.

While the Contracting Authority agrees to use its contacts with the authorities where appropriate to assist the Contractor in obtaining the requisite permits or import licences, the prime and ultimate responsibility and the cost for obtaining of these permits and licences shall lie with the Contractor who shall keep the Contracting authority informed.

If the Contractor is late in applying for or fails to apply for such permits or licences then it may not claim for extensions in the Period of Implementation or additional costs as a result.

**Article 9 General obligations**

9.9 Contractor must comply with the Programme visibility rules available at: <https://romania-serbia.net/implementation/visibility/>

**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 10% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(b) The Contractor shall insure the goods for their replacement value (110%) 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 (ex factory/warehouse) until the issuance of the Provisional Acceptance Certificate.

**Article 13 Programme of implementation of tasks**

13.2 1 (one) month.

**Article 14 Contractor’s drawings**

## 14.1 All equipment must be supplied with the technical documentation requested in the Technical Specifications.

The Contracting Authority and their representatives are hereby granted a worldwide, royalty-free, perpetual, irrevocable, freely assignable licence for them to use all proposals, specifications, drawings, plans, diagrams, manuals or similar deliverables drawn up and/or provided as part of this Contract. In particular and without limitation they may use the same for future repairs, maintenance, support, extension and they may publish the same in future tenders. Any moral intellectual property rights of the Contractor as regards a right to credit are hereby waived.

Any fittings and fittings or ancillaries or information that is required by the Beneficiary to prepare for proper acceptance, installation and commissioning of the equipment, position and capacity of utility supplies, any other preconditions for installation and operation, must be made available to the Project Manager and Beneficiary upon a request.

**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, unpacking, 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.

No price adjustment, which might occur as the result of a change in the price of labour, or any material components shall be applied, i.e. unit prices are fixed.

**Article 16 Tax and customs arrangements**

There is no agreement between the European Commission and Republic of Serbia allowing partial or full exemption from taxes.

**Article 17 Patents and licences**

17.1 No derogation from General Conditions.

**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 tasks shall be 1 (one) month from the commencement date until the provisional acceptance.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The supplies and the whole system shall be inspected and tested at the place of acceptance.

The Contractor shall deliver, install and commission all equipment, fittings and fixings, including final installation, configuration and connection and all miscellaneous items of equipment, fixings and fittings in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during installation and commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

The inspection and testing of all equipment will be started and completed within a maximum 15 calendar days after delivery, installation and putting into service.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD (for Serbian candidates)/EUR (for foreign candidates) in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority. In case the contract is concluded in EURO, and payments are made in RSD, applicable exchange rate must be InforEuro exchange rate for the month of issuing of invoice.

Payments shall be authorised and made by Provincial Secretariat for Urban Planning and Environmental Protection, Bulevar Mihajla Pupina, 16, 21101 Novi Sad, Republic of Serbia, authorised by Contracting Authority legal representative.

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 pre-financing guarantee for the full amount of the pre-financing payment. The pre-financing guarantee must remain valid until it is released 45 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(s) in triplicate together with the request for provisional acceptance of the supplies.

**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 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.

Each packaged supply item must have on the outside a sticker label identifying:

a) the Supply item number,

b) lot number;

c) the delivery location in accordance with the delivery list provided.

The packaging shall remain the property of the contractor subject to environmental considerations.

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

1. User/Maintenance Manuals
2. Packing list
3. Warranty Certificate
4. Commercial Warranty
5. Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier. This statement must use the following wording:

<Full official name of Contractor> attests that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier.”

**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 been satisfactory 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 Beneficiary Institutions acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

All provisions stipulated in Article 31 in the General Conditions remain applicable.

**Article 32 Warranty obligations**

32.6 Where commercial warranty (issued by the manufacturer of particular item/product) is longer than the below mentioned warranty of 365 days after provisional acceptance, the Contractor will provide complete support to the Beneficiary in contacting the manufacturer.

Commercial warranty must remain valid for 365 days after final acceptance.

32.7 The warranty must remain valid for 365 days after provisional acceptance.

**Article 33 After-sales service**

33.1 No after-sales service is foreseen.

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

**Article 45 Further additional clauses**

Not applicable.

\* \* \*

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