

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 For the Contracting Authority

Name:	
Address:	Ministry of Finance Department for Contracting and Financing of EU Funded Programmes (CFCU) Sremska 3-5 St, VII floor, office 701 11000 Belgrade, Republic of Serbia
Telephone:	
Fax:	
e-mail:	

4.2 For the Contractor:

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

4.3 For the Beneficiary:

Name:	
Address:	Public Enterprise "Roads of Serbia" Bulevar kralja Aleksandra 282 11000 Bgrade, Republic of Serbia
Telephone:	
Fax:	
e-mail:	

Article 7 Supply of documents

Together with the delivery, the Contractor shall supply the Instruction Manuals in English and Serbian language, as requested in Annex II.

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.

In order to facilitate the processing of the documents handed to the Contracting Authority and Beneficiary, the Contractor shall also submit a digital version of the documents. The electronic version shall be identical to the original (printed) version, however in case of any discrepancies between the electronic version and the original (printed version), the latter will prevail.

Article 8 Assistance with local regulations

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

Whilst the Contracting Authority agrees to use its contacts with the authorities to assist the Contractor in obtaining the required permits or import licences, the prime and ultimate responsibility for obtaining these permits and licences shall lie with the Contractor who shall keep the Project Manager informed.

If the Contractor is late in applying for or fails to apply for such permits or licenses, it may not claim for extensions in the Period of Execution and for additional costs.

Article 9 General Obligations

- 9.9 The contractor shall take all the necessary measures to ensure visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission:
https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en .

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA programme. 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 %** of the total Contract price, including any amounts stipulated in addenda to the Contract.

Article 12 Liabilities and Insurance

- 12.1 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.

- 12.2 The Incoterm applicable shall be DDP including custom procedure with no VAT and other import/custom duties and taxes to be paid:

- **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 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 Within 2 weeks from the date of contract signature by both parties, the Contractor shall submit an indicative programme of implementation of the tasks for the information and eventual comments by the Project Manager and the Beneficiary. The programme should be presented in days, starting from the day of issuance of the Commencement Order. The Contractor is responsible to timely coordinate the deliveries and all other associated activities with the Beneficiary while keeping the Project Manager informed of such communication for information purposes. If necessary, the Contractor shall regularly update the programme of implementation of tasks.

¹ See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

No separate payment shall be made for the preparation/updating of this programme and the Contractor shall recover these costs indirectly in his tender.

Within 90 days (“Supply Delivery Phase”) from the commencement date, the Contractor shall deliver RWIS equipment and software. The Items shall be delivered at the destinations stipulated in the Annex II+III: Technical Specifications + Technical Offer. Contact details at the delivery destinations and the exact addresses will be communicated with the Commencement Order.

Within this period of 90 days (“Supply Delivery Phase”) the Beneficiary shall provide all the civil engineering works, infrastructure pre-conditions, communication pre-conditions and required permits for installation as specified in the Annex II+III: Technical Specifications + Technical Offer.

Within 30 days (“Supply Installation Phase”) after the completion of “Supply Delivery Phase”, the Contractor shall install RWIS equipment and software at the destinations stipulated in the Annex II+III: Technical Specifications + Technical Offer.

Within 15 days (“Testing and Training Phase”) after the completion of the “Supply Installation Phase”, the Contractor shall provide testing of installed RWIS equipment and software as well as training of the Beneficiary’s staff.

Successful completion of “Testing and Training Phase” shall be pre-condition for the issuance of the Provisional Acceptance Certificate.

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 and Serbian as described in the Technical Specifications both in electronic (digital) and hard copy 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 a DDP delivery, 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. The price also includes all cost of consumables to make them ready for acceptance, any copy 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. It comprises any expenditure that such staff and/or expert will incur for execution of their activities during the operation, excluding only taxes and customs duties described in the following article 16.

Article 16 Tax and customs arrangements

- 16.1 The delivery conditions are DDP but the European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 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 The Contracting Authority and the Beneficiary and their representatives or agents are hereby granted a worldwide, royalty-free, perpetual, irrevocable, freely assignable licence for allowing 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 this licence for future repairs, maintenance, extension and they may publish the same in future tenders. Any moral intellectual property rights of the Contractor relating to rights for credit are hereby waived.

Article 18 Commencement order

- 18.1 The Contracting Authority shall inform the Contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

- 19.1 The implementation periods of the tasks are as follows in calendar days in relation to the date stipulated in the previous Article:
- 90 (ninety) days from the commencement date for delivery of RWIS equipment and software (Supply Delivery Phase);
 - 30 (thirty) days for the installation of RWIS equipment and software after delivery of supplies (Supply Installation Phase);
 - 15 (fifteen) days for testing and training after the installation of RWIS equipment and software (Testing and Training Phase).
- In total, 135 days from the commencement date until the provisional acceptance.

Article 24 Quality of supplies

- 24.2 Preliminary technical acceptance is required.

Factory Acceptance Test (FAT) shall be performed by the Beneficiary. The Beneficiary shall inform the Contractor about FAT within 14 days from the commencement date.

Article 25 Inspection and testing

- 25.2 The supplies shall be packaged and provided by separate delivery to each location. The Contractor shall furnish, install and commission all equipment, fittings and fixings, including final installation 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 prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into operation.

During the inspection and testing procedure, the quantities, the technical performances, the technical specifications, and technical documentation will be verified. At least 2 (two) weeks before the end of the installation, the supplier shall inform the Contracting Authority and the Beneficiary about the possible/proposed schedule for inspection and testing procedures.

Article 26 General principles for payments

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the Ministry of Finance Department for Contracting and Financing of EU Funded Programmes (CFCU), Sremska 3-5 St, VII floor, office 701, 11000 Belgrade, Republic of Serbia.

In the case of indirect management ex ante procedures and where invoices are presented to the authorities of the country of the Contracting Authority, the Contractor must inform the European Commission at EU Delegation to the Republic of Serbia, Vladimira Popovica 40/V (Avenue 19a GTC Building), 11070 New Belgrade, Republic of Serbia, thereof by sending a copy of the correspondence.

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:

a) For the 40% pre-financing, the pre-financing guarantee.

When (i) the pre-financing requested is equal or below EUR 300 000 **and** (ii) the Contracting Authority does not require a financial guarantee following a risk assessment¹, by derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.

b) For the 60% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

26.9 This contract does not include a price revision clause.

Article 28 Delayed payments

28.2 By 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.

- 29.2 Each packaged supply item must have on the outside a sticker label identifying:
a) the Supply Item number, b) the delivery location in accordance with the delivery list provided.

In addition, all packages should be marked as follows:



Financed by the European Union

Contract title: “Supply of Road Weather Information System (RWIS) equipment, software and training”

Contract No: <No>

- 29.3 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:

- a) User Manuals
- b) Packing list
- c) Warranty Certificate
- d) Copy of the Certificate of Origin
- e) Copy of the Invoice (commercial)

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 after they have been delivered, installed and commissioned in accordance with the Contract. Consequently, as a result, the required tests have been satisfactorily passed, 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 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.

Article 32 Warranty obligations

- 32.6 Where the commercial warranty issued/offered by the manufacturer of a particular item/product is longer than the below mentioned warranty of one year after the 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 one year 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

Not applicable.

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