

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.

For the Contracting Authority

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

For the Contractor

Name:	
Address:	
Telephone:	
e-mail:	

For the Beneficiary

Name:	
Address:	Ministry of Agriculture and Environmental Protection Veterinary Directorate Omladinskih brigada 1 11 070 New Belgrade

	Serbia
Telephone:	
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 or in the table below:

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
General requirements (to be addressed following the Contract signature):		
1. Programme of implementation of tasks	As per Article 13.2 of these Special Conditions (within 14 calendar days from the signature of the contract by both parties). Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.	As per Article 13.2 of these Special Conditions (within 21 calendar days from the submission of the programme of implementation).
2. A copy of the Contractor's procedures manual for the implementation which must provide detailed guidance manuals to staff on all aspects and stages of project implementation, including but not limited to: <ul style="list-style-type: none"> • Health and safety; • Transport, handling, delivery and interim storage; • Aerial distribution of vaccine, sitting by low-altitude aerial drops; • Monitoring and control to ensure that at every stage the rabies vaccine bait is transported, handled, delivered, stored and distributed by low altitude aerial drops in accordance with this contract, authorisations, approval, licences permits, and equivalent and manufacturer's recommendations; • The procedures that the Contractor shall follow to ensure that the disposal of any rabies 	Within 14 calendar days from contract signature by both parties. Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.	The Project Manager or the Beneficiary may at any stage of project implementation draw to the attention of the contractor apparent limitations in the procedures detailed in the manual. It will however be for the Contractor to accept or reject such observations as contractual liability for implementation of the contract in compliance with the terms and conditions of the contract will at all times rest with the contractor.

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
vaccine baits which are the subject of this contract is undertaken in full and complete accordance with the legislation of the European Union and Serbia.		
3. Test data generated by an independent laboratory (with which the manufacturer has no commercial links) showing that the rabies vaccine baits to be supplied under this contract do not break up on impact when dropped from the altitude, and at the speed, indicated in the Contractor's Procedures Manual.	<p>To accompany the submission of the Contractor's procedure manual.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	N/A
4. Draft copies of all information that the Contractor proposes to appear on outer packaging materials, vaccine baits and on the Package Leaflet.	<p>At the latest two months prior to the start of the first vaccination campaign as provided for in this contract.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	The Project Manager may within 30 days of receipt comment in writing of the drafts which may, in accordance with Article 29.2 of these Special Conditions, indicate additional information that must appear on the outer packaging materials, vaccine baits. In the absence of the comments by the Project Manager the Contractor's drafts shall be considered to be approved.
Requirements for each vaccination campaign		
5. Copies of laboratory test results as required in accordance with Article 25 of these Special Conditions.	<p>To accompany each and every application by the Contractor to the Project Manager for a delivery order in accordance with Article 29 of the General Conditions of Contract. Note that requests for Delivery Orders must indicate batch/lot numbers for the items of the rabies vaccine baits concerned so that a correspondence can be made with the test results provided. The data presented in copies of the laboratory tests should be such that the link between the results obtained and the specific requirements of the Contract to which they may relate can be effectively verified. It is therefore recommended to present them in form of a comparison table.</p> <p>Submission to the Project Manager with copy to the</p>	By the issue by the Project Manager of a Delivery Order as per Article 29.4 of the General Conditions of Contract for each vaccination campaign

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
	verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.	
<p>6. Copies of all authorisations, approvals, permits, licences or equivalent issued from the national competent authorities of Serbia pertaining to the manufacturing and/or import (as applicable), delivery (including interim storage), supply, use and siting by low altitude aerial drop of the rabies vaccine baits that are the subject of this contract.</p> <p>Written confirmation by the Beneficiary- the competent national authority (Veterinary Directorate) and verification agent acting on behalf of the Contracting Authority (in case that there is such Agent) that all necessary inspection and testing activities (including laboratory tests foreseen in point 5 above or elsewhere in this contract) have been completed satisfactorily and in compliance with the Contract, all necessary permits issued, and that all the conditions are in place for the specific vaccination campaign to start.</p> <p>It is the Contractor's sole responsibility to timely obtain all permits, licences, approvals, or confirmations (which may be required by the national legislation in force in Serbia, its competent authorities, or foreseen in this contract), including the above mentioned written confirmation by the Beneficiary and verification agent, and submit them to the Project Manager in form of a consolidated file with annexes.</p>	At least one month before the start of the specific vaccination campaign.	By the issue by the Project Manager of a Delivery Order.
<p>7. Requests for delivery orders (commencement orders) for each vaccination campaign to be issued in accordance with Article 29.4 of the General Conditions of Contract. Please also see points 5 and 6 above for further details on the documentation to be supplied as part of application for delivery (commencement) order.</p>	At least one month prior to the start of each Spring or Autumn vaccination campaign described in the contract.	By the issue by the Project Manager of a Delivery Order for each vaccination campaign as per Article 29.4 of the Contract General Conditions.

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
<p>8. Detailed plan for the distribution (siting by low altitude drops) of the items of the rabies vaccine bait(s) including routes and altitudes to be flown – hereinafter referred to as the Vaccination Plan</p>	<p>7 days before the start of each campaign of vaccination detailed in this contract.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	<p>No formal approval is envisaged. However, the Project Manager may draw evident discrepancies to the attention of the Contractor. Whether or not this is the case, the Contractor shall bear full liability for ensuring that the rabies vaccine baits are distributed in accordance with the contract and all authorisations, approvals, permits, licences or equivalent.</p> <p>The Contractor shall justify each and every deviation from the plan in the daily logs of siting (by low altitude drops) described below.</p>
Reporting requirements and supply of documentary evidence.		
Daily Reports		
<p>9. Objective, reliable and unequivocal documentary evidence that the items of the rabies vaccine baits to be supplied in accordance with this contract have been transported, stored and handled in accordance with the provisions of all authorisations, approvals, permits, licences (and the equivalent thereof) and the manufacturer's recommendations throughout the period from the dispatch of rabies vaccine baits from the manufacturer's premises to the time of siting by low-altitude aerial drops.</p> <p>It is the Contractor's responsibility to put in place the necessary means to obtain the required evidence. Such requirements may include ensuring that each separately transported or handled load, and each storage area is equipped with a secure, tamper-proof data-logger.</p>	<p>At the end of each day on which siting (by low altitude aerial drops) of rabies vaccine baits takes place.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	<p>By issue of provisional acceptance certificate.</p>
<p>Objective, reliable and unequivocal documentary evidence that the items of the rabies vaccine baits to be supplied in accordance with this contract have been sited in full and complete accordance with the provisions and requirements of the contract.</p> <p>It is the Contractor's responsibility to put in place the necessary means to</p>	<p>At the end of each day on which distribution (siting by low altitude aerial drops) of rabies vaccine baits takes place.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the</p>	<p>By issue of provisional acceptance certificate.</p>

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
<p>obtain the required evidence which shall include but not necessarily be limited to evidence related to:</p> <ul style="list-style-type: none"> • Meteorological conditions during the period of vaccine distribution (siting by low altitude aerial drops) such as air temperatures, wind speeds and direction, rainfall and humidity; • The precise location and time of siting (by low-altitude aerial drop) of each item of rabies vaccine bait, the altitude from which it was sited. This information is to be presented in map form and as a comma separated data file or in any other format specified by the Contracting Authority 	Beneficiary.	
Weekly Reports		
<p>11. Brief Operational weekly reports on course of the actions (including maps on covered territories during the week, numbers of already distributed vaccines doses, numbers of distributed vaccines doses per each day of the campaign, percentage of the territory already covered, progress and observed problems, etc.).</p>	<p>By each Monday for the preceding week for the duration of the campaign.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	NA
Consolidated Reports on each vaccination campaign		
<p>12. Consolidated Report on each vaccination campaign to include supporting documentary evidence from points 9 and 10 in annexes, and in the electronic form (CD or similar).</p> <p>In addition, the reports shall include the information in tabular form on the number of vaccines distributed on each day, the geographic locations covered each day, total number of vaccines distributed as recorded</p> <p>As part of the Consolidated Report on each vaccination campaign, the Contractor must provide a written confirmation by the Beneficiary (Veterinary Directorate) and acceptance verification agent acting on behalf of the Contracting Authority (if there is such agent) that all contractual obligations as per the</p>	<p>Within 21 days from completion of the vaccination campaign.</p> <p>Submission to the Project Manager with copy to the verification agent acting on behalf of the Contracting Authority (in case that there is such Agent), as well as to the Beneficiary.</p>	<p>By issue of provisional acceptance certificate for the Contract.</p>

Document	Deadline for submission	Procedure used (if necessary) for approval by the Project Manager
Technical Specifications as well as other terms and conditions of the Contract have been successfully implemented and fulfilled.		

In order to facilitate the processing of the documents handed to the **Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU)** 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.

The digital versions of the documents can be submitted on a CD or sent to the Contracting Authority's e-mail address specified in item 4.1 above. The name of the Contractor as well as the contract number and title should be clearly indicated in the e-mail subject or on the CD.

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, licenses and approvals, as required by the laws of Serbia in relation to the contract. The Contractor should become acquainted with any relevant legal provisions in force in Serbia as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority and the Beneficiary harmless against and from consequences to do so.

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.

The Beneficiary shall (where in a position to do so) provide reasonable assistance to the Contractor at his request:

- By obtaining copies of the Laws of Serbia which are relevant to the Contract such as Law on VAT ("Official Gazette of RS", no. 84/2004, 86/2004 - cor 61/2005, 61/2007, 93/2012, 108/2013, 6/2014 -, 68/2014 -, 142/2014, 5/2015 -, 83/2015, 5/2016 -, 108/2016 i 7/2017 .);
Air Transport Law „Official Gazette of the Republic of Serbia“, No 73/10, 57/11, 93/12, 45/15 and 66/15;
The Law on Medicine and Medical Devices (“The Official Gazette of the Republic of Serbia”, 30/2010; 107/2012);
The Law on Veterinary Metters (“The Official Gazette of the Republic of Serbia”, 91/05, 30/10, 93/12, and
- During the pre-distribution phase, the Beneficiary shall assist for the Contractor’s applications for any permits, licenses or approvals required by the Laws (as stated in paragraph 4a) of the Country:
 - Which the Contractor is required to obtain,
 - For the delivery of goods, including clearance through customs,
 - Needed flying permits, and
 - For the export of Contractor’s equipment after successful implementation of the Contract,

- During the post-distribution phase, the Beneficiary shall assist the Contractor to confirm that vaccination campaigns have been implemented as per contract conditions.

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

Article 9 General Obligations

9.1 The Contractor shall specifically ensure the following:

- The availability of the Contractor's authorised representative in Serbia throughout the periods of each campaign of siting of the supplies (by low-altitude drops) as provided for in this contract including at least one month prior to the start of each campaign and at least one month following completion of each campaign. The Contractor's authorised representative shall be responsible for training all the Contractor's personnel, liaising with the Contracting Authority and others nominated by the Contracting Authority (specifically including nominated representatives of the Veterinary and or health authorities of Serbia) and monitoring all aspects of contract implementation to ensure compliance with the provisions of this contract;
- That adequate procedures are followed at all times to ensure the health and safety of the public, of the Contractor's staff and of the staff of the Contracting Authority and the national authorities of Serbia;
- The establishment and operation throughout the period of each vaccination campaign provided for in this contract, and for one month thereafter, of a service by which members of the public may obtain specific information (such as human or veterinary medical information) on the rabies vaccine bait in the official language(s) of Serbia by telephoning a number free of all charges;
- Throughout the period from dispatch from the manufacturer's premises to siting (by low-altitude aerial drop) that the rabies vaccine baits are transported, handled and stored in accordance with authorisations, approvals, permits, licences (or equivalent thereof) and manufacturer's recommendations;
- That the rabies vaccine baits are evenly, regularly and individually sited (by low altitude aerial drops) across the territory defined in the Vaccination plan (see Article 7.8 above) at a distribution of approximately 22 pieces of vaccination baits per square kilometre or more, where so specified (e.g. see Article 1.1 of the Draft Contract or Articles 1.1 and 1.4 of technical specifications). To provide for this required density and regularity of distribution of the rabies vaccine baits, the aircraft from which the low-altitude aerial drops are made shall fly parallel flight lines that are 500 metres apart (deviations of +/- 50 meters will be deemed acceptable) with single rabies vaccine baits being dropped at intervals of no more than 100 metres. The Contractor shall ensure that the minimum number of baits dropped in any square kilometre within the territory defined in the siting plan is not less than 18 and that the average baiting density achieved across the entire territory is not less than 22 or more, where so specified (e.g. see Article 1.1 of the Draft Contract or Articles 1.1 and 1.4 of technical specifications). The Contractor shall undertake to repeat the distribution of rabies vaccine baits in territories or parts of territories where these minimum performance levels are not achieved;
- Notwithstanding the foregoing, rabies vaccine baits shall under no circumstances be sited by dropping in inhabited areas, in watery areas or on roads. In order to justify any deviations from the required regularity of siting,

the Contractor will be required to provide objective evidence that such deviations were required to avoid siting items of the rabies vaccine bait in inhabited areas, in watery areas or on roads;

- That the rabies vaccine baits are sited from an aircraft travelling at an altitude or speed no greater than that indicated in the Contractor's Procedures Manual;
 - That the rabies vaccine baits are not sited when ambient ground temperatures are, on the basis of official meteorological data, forecast within the following 5 days to be within 5C of freezing or within 5C below the maximum temperature at which the rabies vaccine baits have been proven to be stable in accordance with Article 25 of these Special Conditions. However, this condition may be varied, allowing the upper limit of this temperature range to be raised to a specified higher temperature, in the following circumstances:
 - o the Contractor can supply to the Project Manager evidence from an independent, accredited laboratory, with which the manufacturer has no commercial links, showing that the virus titre of representative samples of the rabies vaccine baits are equal to or exceed the minimum virus titre stated on the product label following incubation for a minimum period of 5 days at the specified higher temperature. This temperature must remain constant throughout the incubation period; and
 - o the Contractor shall not apply this variation without express, written authorisation in advance issued by the Project Manager;
 - That it obtains and transmits to the Contracting Authority's nominated Project Manager, or any person nominated by it (with copy to the Project Manager) objective, reliable and unequivocal documentary evidence that the requirements of the contract have been fully and absolutely complied with, in particular (but not limited to) the contractual requirements for the transport, storage and handling of rabies vaccine baits to be supplied and the siting (by low-altitude aerial drops) of the rabies vaccine baits.
 - That, for the purposes of monitoring of contract implementation, a representative of the Contracting Authority or any person nominated by it may travel on board the aircraft(s) from which rabies vaccine baits are sited by low-altitude drops.
 - Devices for filming and recording of interior of the airplanes during flights are installed at the cost of the Contractor to film and record operation of the supplies and airplane during all flights for execution of the Contract. The Contractor will submit those records in electronic form immediately after completion of the flights to the representatives of Contracting Authority for monitoring and verification purposes.
 - That the disposal of any rabies vaccine baits that are the subject of this contract is undertaken in full and complete accordance with the environmental regulations, directives and decisions of the European Union and with the national legislation of Serbia.
- 9.9 The Contractor shall take the necessary measures to ensure the 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/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

- 12.2b) 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 The Contractor shall be responsible for supply, delivery, storage, transport and aerial distribution of the goods at the locations specified in the Technical Specifications and shall bear costs and be ready for inspection, testing and issuance of all necessary permits during the contract implementation.

The Contractor shall within 2 weeks from the date of contract signature by both parties submit an indicative programme of implementation of tasks for the information and eventual comments by the Project Manager and the Beneficiary. Project Manager will approve the programme within 21 calendar days from the submission of the programme of implementation of tasks by the Contractor. The programme should be presented in days 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 in copy of such communication for information purposes. If necessary, the Contractor shall regularly update the programme of implementation of tasks.

The Items shall be delivered at the destinations stipulated in the Annex II+III: Technical Specifications + Technical Offer.

The Contractor shall also ensure that:

- a) For autumn 2017 vaccination campaign, the vaccine shall be delivered to Serbia during October 2017.
- b) For spring 2018 vaccination campaign, the vaccine shall be delivered to Serbia during February 2018.
- c) For autumn 2018 vaccination campaign, the vaccine shall be delivered to Serbia during August 2018.

All pre-vaccination activities must be timely completed by the Contractor so that vaccination campaigns could start respectively during October 2017, April 2018 and October 2018.

As a condition for the Commencement order, the Contractor is obliged to inform the Contracting Authority that all necessary inspection and testing activities as well as all necessary permits (including permits for flying) have been satisfactorily completed / issued and endorsed by the Beneficiary (Veterinary Directorate) and should submit to the Contracting Authority full registration dossier for the vaccine including laboratory tests for safety, potency, quality and sterility and others upon request. Additionally, the Contractor should provide the detail plan of vaccination minimum 7 days before the start of the vaccination campaigns.

Integral part of the Contractor's request for aerial distribution must be written confirmations by the Beneficiary (Veterinary Directorate) and verification agent (if available) acting on behalf of the Contracting Authority that all necessary inspection and testing activities have been satisfactorily completed, necessary permits issued as well as a written confirmation by the Beneficiary (Veterinary Directorate) that aerial distribution of vaccines can commence.

It is the Contractor's obligation to obtain such confirmations prior to requesting the order for aerial distribution from the Contracting Authority.

On the bases of the previous the Contractor shall request an order for aerial distribution from the Contracting Authority. The Contractor shall be responsible for timely completion of those procedures and obtaining of all necessary permits.

The order for aerial distribution will be issued by the Contracting Authority after all pre-vaccination activities (necessary inspection and testing activities specified in the Technical Specifications) have been completed and endorsed by the Beneficiary (Veterinary Directorate).

For the particular territory covered during the course of vaccination campaign, the Contractor is obliged to submit to the Contracting Authority the flying plan minimum 7 days prior to the flying round.

Additionally, he should provide to the Contracting Authority and Beneficiary the weekly reports on course of the actions (including maps on covered territories, numbers of already distributed vaccines doses, progress and observed problems, etc.).

Together with the Contracting Authority / Contracting Authority representative, he / she should plan, organize and monitor on-going activities and be responsible for the crisis management situations that may occur.

The vaccination campaigns should be completed within 45 days starting from the day of issuance of the order for aerial distribution of vaccines by the Contracting Authority.

15 days after completion of vaccination campaign the Contractor is obliged to deliver Final Report regarding course of the vaccination campaign proving that all contractual obligations have been fulfilled. The final report should be approved by the Contracting Authority.

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 the Beneficiary and their representatives or agents 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, 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 The Contractor shall also be deemed to have satisfied himself before submitting his tender that his rates and prices correctly and sufficiently take account of all costs related to:

- The siting (by low altitude aerial drops) of the supplies;
- The collection and provision of all electronic data required by the Contracting Authority proving that the Contractor has complied with the provisions of all authorisations, approvals, licences, permits (and their equivalents) as well as the manufacturer's instructions for the required handling, transport, storage and distribution;

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, distribution by air or by any other alternative way, 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

- 16.1 The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/12/2014 to fully exonerate the following taxes: customs or import duties, value added tax (VAT), excise duties and other special consumption taxes or to any other similar tax, duties or charges having equivalent effect.

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, which shall be issued by the Project Manager of the Contracting Authority within 90 days of the signature of the contract by both parties.

Article 19 Period of implementation of the tasks

- 19.1 The period of implementation of the tasks shall be 18 months from the commencement date until the provisional acceptance.

Article 24 Quality of supplies

- 24.1 In addition to the general provisions of the General Conditions, the supplies and services purchased under this contract shall conform to the standards mentioned in the Technical Specifications.
- 24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

- 25.2 Following delivery to interim storage facilities in Serbia and prior to distribution (siting by low altitude aerial drops), at least 5 randomly selected samples from each separate lot of each separately produced batch (as identified by the manufacturer's lot and batch numbers) of the supplies delivered shall, at the expense of the Contractor, be tested at an EU or OIE reference laboratory for rabies or at the national reference laboratory for rabies of Serbia for:

- titre of rabies vaccine virus,
- bait melting temperature, and
- stability of the bait when incubated at 25°C for 5 days (see Technical Specification).

In addition, the test of inclusion of tetracycline as biomarker in the vaccine bait has to be conducted in EN ISO/IEC 17025 accredited EU or OIE or Serbian laboratory.

The contractor shall make all necessary arrangements to enable representatives of the Contracting Authority and/or the Beneficiary to be present during the selection and collection of the above-mentioned samples and to ensure that test results issued by the laboratory undertaking the tests specifically indicate the batch / lot numbers of the rabies vaccine baits tested.

The supplies shall be packaged and provided by separate delivery to each location.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros.

Payments shall be authorised and made by Contracting and Financing of EU funded Programmes (CFCU), Sremska 3-5 St, 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, (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 assessment, 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.
- 29.3 The rabies vaccine bait shall at all times be packaged in accordance with the authorisations, approvals, licences, permits (or equivalent) issued by the competent authorities of Serbia.

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

EUROPEAN UNION

Contract title: "Further support for the control/eradication of rabies in the Republic of Serbia"

EuropeAid/138853/IH/SUP/RS

Contract No:

Plastic stickers dim. 50x50 mm or 200x200 mm (as applicable) of the EU logo (pattern to be agreed after contract signature with Contracting Authority) must be fixed on each item supplied.

The packaging for vaccines for eradication rabies will remain the property of the Contractor subject to environmental considerations.

- 29.6 The outer packaging materials, vaccine baits shall as an absolute minimum bear all the details as required by the authorisations, approvals, licences, permits (or equivalent) issued by the competent authorities of Serbia.

Unless otherwise specifically forbidden by the competent authorities of Serbia the details appearing on the vaccine baits will, following the words "Informative phone number", provide the telephone number which members of the public may telephone free of all charges to obtain specific information in relation to the vaccines and baits such as human or veterinary medical information as provided for in Article 9.1 of these Special Conditions.

Save where incompatible with the requirements of the competent authorities of Serbia, the Contractor shall ensure that outer packaging materials bear information ensuring the visibility of the European Union financing or co-financing, which must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

The Project Manager will have the authority to require any information that is not incompatible with the requirements of the competent authorities of Serbia to appear on the packaging, vaccine baits as may reasonably be required for safety or for ensuring the adequate visibility of the European Union financing or co-financing.

Each separate box of rabies vaccine baits and vaccines against Classical Swine Fever shall be accompanied by a "Package Leaflet" of the form required by the competent authorities of Serbia as indicated in authorisations, approvals, permits, licences or the equivalent thereof.

- 29.5/7 The Contractor shall request from the Project Manager, 15 days prior to the delivery to the place of acceptance, permission to proceed with delivery. The request for approval must be accompanied by a copy of the Certificate of Origin and a copy of the detailed packing list.

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.

Provisional acceptance shall take place after the rabies vaccine baits to be supplied have been sited (by low-altitude aerial drop) in accordance with the provisions of this contract and all other conditions of the Contract met.

The Contracting Authority will have 90 days to either issue the Provisional Acceptance or reject the application for Provisional Acceptance specifying the reasons for rejection.

If the Contracting Authority fails to either issue or reject the Provisional Acceptance within 90 days from the date of Contractor's application, the Provisional Acceptance shall be deemed to have been issued.

In addition to any and all other documentation required for Provisional Acceptance in accordance with the provisions of this contract, the period for the issue of the Provisional Acceptance by the Project Manager specified in Article 31.2 of the General Conditions of Contract shall only commence after the provision to the Project Manager of:

- Objective, reliable and unequivocal documentary evidence that the rabies vaccine baits to be supplied in accordance with this contract have been transported, stored and handled in accordance with the provisions of all authorisations, approvals, permits, licences (and the equivalent thereof) and the manufacturer's recommendations throughout the period from the dispatch of rabies vaccine baits from the manufacturer's premises to the time of siting by low-altitude aerial drops;
- Objective, reliable and unequivocal documentary evidence that the rabies vaccine baits to be supplied in accordance with this contract have been sited in full and complete accordance with the provisions and requirements of the contract.

As indicated in Article 7 of these Special Conditions, the objective, reliable and unequivocal evidence required in relation to the conditions of transport, storage and handling of rabies vaccine baits and of their siting in accordance with the provisions of the contract shall be furnished to the Contracting Authority's Project Manager at the latest by the end of each day of the vaccination campaigns specified in this contract, as well as within the consolidated reports for the each campaign. The Project Manager shall also have the right to require the Contractor to produce and supply such evidence at any stage during each day of the vaccination campaigns provided for in this Contract. In addition, such evidence should be submitted as part of Consolidated Report on each vaccination campaign. While the Contractor may supply copies of the documents for daily reporting, original documents shall be provided as part of the consolidated reports.

In the event that the required evidence is missing, incomplete, insufficient or unreliable in proving beyond a reasonable doubt that the rabies vaccine baits have been transported, stored, handled in accordance with the provisions of all authorisations, approvals, permits, licences (and the equivalent thereof) and the manufacturer's recommendations and/or sited in accordance with the provisions of this contract, the Contracting Authority's nominated Project Manager shall have the power to order the Contractor to remedy the deficiency at the expense of the Contractor. The remedial operations that the Project Manager may require shall include:

- The immediate replacement (in time for use in the vaccination campaign affected) of any and all rabies vaccine baits for which the required evidence of compliance with the provisions of all authorisations, approvals, permits, licences (and the equivalent thereof) and the manufacturer's recommendations

for transport, storage and handling is missing, incomplete, insufficient or unreliable. In the event that any rabies vaccine baits concerned have not been the subject of siting operations, the Contractor shall be bound to remove the items from Serbia and/or to dispose of them in full accordance with the environmental legislation of the European Union and of Serbia. In the event that any non-compliant rabies vaccine baits have been the subject of siting operations, the Contractor shall be required to re-perform the siting operations using replacement items.

- The re-performance of operations to site rabies vaccine baits in those areas for which the evidence is missing, incomplete, insufficient or unreliable that the siting of rabies vaccine baits was completed in accordance with the provisions of this contract.
- It is explicitly noted that no increase in the contract value shall be made to provide for the replacement of rabies vaccine baits or the re-performance of siting operations as a result of the Contractor's failure to obtain the evidence required in accordance with the provisions of this contract.

Article 32 Warranty obligations

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

32.7 The warranty must remain valid for 60 days 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 Republic of Serbia in accordance with the national legislation of the state of the Contracting Authority.

Article 44 Data Protection

Not applicable.

* * *