

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

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:	/
e-mail:	

For the Contractor:

Name:	
Address:	
Telephone:	
e-mail:	

For the Beneficiary:

Name:	
Address:	Ministry of Agriculture, forestry and water management, Nemanjina 22 - 1100 Beograd, Serbia
Telephone:	
e-mail:	

- 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

The Contractor shall supply the Instruction manuals in English and Serbian language. English is acceptable for technical documentation.

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 Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU), the Contractor shall also submit a electronic 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 electronic versions of the documents can be submitted on a CD or sent to the e-mail address specified under Article 4.1. 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 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 The Contractor is responsible for necessary measures to ensure the visibility of the European Union financing/co-financing. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website:
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 II 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.

For LOT 4: All supplies under this contract must originate in one or more of these countries.

For LOT 1, 2 , 3: All supplies under this contract may originate from any country.

Goods can originate from any origin (full untying) if their value is below the threshold of EUR 100 000." According to Article 8(4) CIR and Article 20(3) of Annex IV to the Cotonou Agreement."

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall 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 (factory/warehouse) until the issuance of the Provisional Acceptance Certificate.

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 indicative programme of implementation of tasks for the information and eventual comments by the Project Manager and the Beneficiary. The programme should be presented in days from the commencement date. 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 the progress of the implementation of the tasks does not conform to the programme, in line with the Article 22 of the General Conditions, Project Manager may issue an administrative order requesting submission to the Contracting Authority of a revised programme by the Contractor within specified deadline.

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 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 contract shall be exempt from all duties and taxes, including VAT.

For supplies manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

Article 17 Patents and licences

- 17.1 There is no derogation from Article 17 of the General Conditions.

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 period will last 180 calendar days, starting from the commencement of the Contract and ending on the day of issuance of the certificate of 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 as per the provisional distribution list enclosed in Annex II: Technical Specifications – Equipment distribution list).

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.

It shall be the sole responsibility of the Contractor to check all site dimensions for completeness and accuracy of placement before commencement of delivery and all occasions for delay.

The cost of these activities shall be contained in the overall price of the supplies.

The testing shall be done within 7 (seven) days after the installation of the equipment.

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, pre-financing guarantee, if the total contract price is below or equal to EUR 60 000: 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

29.3 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.

In addition, all packages should be marked as follows:



Financed by the European Union

EUROPEAN UNION

Contract Title: “Procurement of Equipment for Plant Variety Testing”

Identification number: NEAR/BEG/2021/EA-OP/0081

Contract No: 48-00-00086/2019-28

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.

29.4 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.

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

- a) User/Maintenance Manuals
- b) Packing list
- c) Certificate of origin
- d) Warranty Certificate
- e) 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 Art 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, the Contractor will provide complete support to the Beneficiary in contacting the manufacturer.

Commercial warranty is minimum 24 months, starting from the date of issuance of Final Acceptance Certificate.

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

Article 33 After-sales service

- 33.1 No after-sales service is foreseen

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 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, staff, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

Article 45 Further additional clauses

N/A

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¹ OJ L 205 of 21.11.2018, p. 39