

## ***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:

<b>Name:</b>	
<b>Address:</b>	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
<b>Telephone:</b>	
<b>e-mail:</b>	

For the Contractor:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>e-mail:</b>	

For the Beneficiary:

<b>Name:</b>	
<b>Address:</b>	Ministry of European Integration 34 Nemanjina Street 11000 Belgrade

<b>Telephone:</b>	
<b>e-mail:</b>	

For the End Recipient:

<b>Name:</b>	
<b>Address:</b>	Ministry of Defense 5 Birčaninova Street, 11000 Belgrade
<b>Telephone:</b>	
<b>e-mail:</b>	

- 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**

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 digital versions of the documents can be submitted on a CD, USB 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 or USB.

## **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 website of DG International Cooperation and Development: [https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions\\_en](https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en) .

## **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country (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. 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(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 The Contractor shall within 30 days 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, 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**

- 16.1 The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 23/12/2014 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 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 360 days 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 Euros.

Payments shall be authorised and made by Ministry of Finance, Department for 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:

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 assessment<sup>1</sup>, by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

- b) For the 60% balance, the invoice 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

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<sup>1</sup> Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company.

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.

In addition, all packages should be marked as follows:



Financed by the European Union

### **EUROPEAN UNION**

**Contract Title: “Supply of equipment for demining and destruction of unexploded ordnance”**

**Identification number: NEAR/BEG/2023/EA-OP/0149**

**Contract No: 48-00-14/2023-28**

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) Commercial Warranty
  - f) 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.”

- g) Training programmes with agenda proposed.

### **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<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

#### **Article 45 Further additional clauses**

N/A

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39