# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be:**

the supply, delivery, unloading, warranty and commercial warranty of the following supplies:

|  |  |  |
| --- | --- | --- |
| **LOT 3: Server and storage** | | |
| Item n◦ | Item | Quantity |
| 3.1 | **Server** | 2 |
| 3.2 | **Storage** | 2 |

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* the technical specifications (Annex II including clarifications before the deadline for submission of tenders;
* the technical offer (Annex III including clarifications from the tenderer provided during tender evaluation);
* the budget breakdown (Annex IV);
* specified forms and other relevant documents (Annex V);

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Communication details

4.4 Communication via electronic exchange system (EES)

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.

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal>. The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

For the Contracting Authority:

|  |  |
| --- | --- |
| **Full name:** |  |
| **Full official address:** | Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU)  Balkanska 53,  11000 Belgrade  Republic of Serbia |
| **E-mail:** |  |

For the Contractor:

|  |  |
| --- | --- |
| **Full Name:** |  |
| **Function:** |  |
| **Company name:** |  |
| Full official address: |  |
| **E-mail:** |  |

For the Beneficiary:

|  |  |
| --- | --- |
| **Full name:** |  |
| **Full official address:** | Ministry of Agriculture, Forestry and Water management  Nemanjina 22-26  11000 Belgrade |
| **E-mail:** |  |

For the End Recipient:

|  |  |
| --- | --- |
| **Full name:** |  |
| Full official address: |  |
| **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.

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 Contactor shall also submit an 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 4.5 & 4.6. 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>

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(b) The Contractor shall insure the goods for their replacement value (110%) during delivery and commissioning. The insurance policy shall cover the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, transport damage, theft, improper handling, fire, water, lightning, and professional malpractice, from the time of shipment (ex factory/warehouse) until the issuance of the Provisional Acceptance Certificate.

**Article 13 Programme of implementation of tasks**

13.2 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 13 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**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

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.

**Article 16 Tax and customs arrangements**

16.1 The European Commission and the Republic of Serbia have agreed in the Framework Partnership Agreement signed on 20 December 2022 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 Delivery order**

18.2 The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.

**Article 19 Period of implementation of the tasks**

19.1The **time limits for delivery** shall be 120 days and the Incoterm applicable shall be DDP.

The **implementation period of tasks** shall be 180 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 Contractor shall deliver all equipment at the place of acceptance as per the address mentioned in the Annex II+III: Technical Specifications + Technical Offer.

Directorate for Agrarian Payments will be responsible for installation, configuration and start-up of the equipment as well as inspection and testing. 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), Balkanska 53, 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.

26.6 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.

26.9 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing, the invoice and the pre-financing guarantee;

b)For the 60 % balance, the invoice in triplicate and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

26.13This Contract does not include a price revision clause.

**Article 28 Delayed payments**

28.2By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.1 The Incoterm applicable shall be DDP[[1]](#footnote-1)

29.3The 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 necessary for establishing Integrated Administration and Control System (IACS) I phase**“**

**Identification number:** EC-NEAR/BEG/2025/EA-OP/0003

**Contract No:** 002465315202410520028002000001

29.4 The place of acceptance of the supplies shall be server room of the IT office (DAP server room) at 4-6 Hajduk Veljkova Street, Šabac.

29.5/6/7 The Contractor shall request from the Project Manager, 15 days prior to the delivery to the place of acceptance, permission to proceed with delivery.

Each delivery shall be accompanied by the following documents:

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

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

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, have been installed or have been commissioned as the case may be, have been satisfactory passed the required tests, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance/inspection on its behalf.

With provisional acceptance, the Beneficiary Institutions acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

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

**Article 32 Warranty obligations**

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

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

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

**Article 33 After-sales service**

33.1 No after-sales service is foreseen

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Republic of Serbia in accordance with its the national legislation.

**Article 44 Data protection**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contract and finance unit R4 of DG ENEST (Directorate-General for Enlargement and Eastern Neighbourhood).

(b) the privacy statement is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>]

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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

**Article 45 Further additional clauses**

N/A

\* \* \*

1. DDP (Delivered Duty Paid)>/<DAP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)