

## ***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/or 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, fax, e-mail or by hand.

For the Contracting Authority:

<b>Name:</b>	
<b>Address:</b>	Delegation of the European Union to the Republic of Serbia Vladimira Popovica 40, Avenue block 19a 11070 New Belgrade, Serbia
<b>Telephone:</b>	+381 11 3083 200
<b>Fax:</b>	+381 11 3083 201
<b>e-mail:</b>	

For the Contractor:

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

For the Beneficiary:

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

**Article 7 Supply of documents**

Together with the delivery the Contractor shall supply the Instruction Manuals in English Language.

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 EU Delegation to Serbia, 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.

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

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

**Article 9 - General Obligations**

- 9.9 The contractor shall take the necessary measures to ensure visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm).

3

## **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 Contract price, including any amounts stipulated in addenda to the contract.

## **Article 12 Insurance**

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**

- 13.1&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 Contracting Authority and the Beneficiary. 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 Contracting Authority in copy of such communication for information purposes. If necessary, the Contractor shall regularly update the programme of implementation of tasks.

No separate payment shall be made for the preparation/updating as requested of such a programme.

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

## **Article 14 Contractor's drawings**

- 14.1 All equipment must be supplied with the technical documentation requested in the Technical Specifications. This documentation must be supplied in English and Serbian as described in the Technical Specifications - both in electronic (digital) and hard copy format.

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.

### **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, unloading, unpacking, installation, 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**

The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 to fully exonerate the following taxes: customs duties, import duties, taxes or fiscal charges in connection with import, value added tax, documentary stamp or registration duties or fiscal charges having an equivalent effect.

### **Article 18 Commencement order**

- 18.1 The implementation of the contract shall commence on the date indicated in an administrative order (side letter), which shall be issued by the Project Manager of the Contracting Authority within 3 months 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 is 120 days from the commencement of the contract.

### **Article 22 Amendments**

- 22.2 The Contracting Authority reserves the right to vary by administrative order the quantities specified for the items by +/- 100% at the time of contracting and during the validity of the Contract. The total value of the supplies may not rise or fall as a result of the variation of the quantities by more than 25% of the tender price. The unit prices quoted in the tender will be multiplied by the revised quantities procured under the variation.

### **Article 24 Quality of supplies**

- 24.2 No preliminary technical acceptance is required.

## **Article 25 Inspection and testing**

- 25.2 The supplies shall be packaged and provided by separate delivery to each location. The Contractor shall furnish, install and commission all equipment, fittings and fixings, including final installation and connection and all miscellaneous items of equipment, fixings and fittings in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during installation and commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

The inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into operation.

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

## **Article 26 General principles for payments**

- 26.1 Payments shall be made in euros.

Payments shall be authorised and made by the EU Delegation to the Republic of Serbia, Vladimira Popovica 40/V (Avenue 19a GTC Building), 11070 New Belgrade, Republic of Serbia.

- 26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

- a) if the pre-financing is requested and is equal or below EUR 300 000:  
By derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.
- b) For the 60% balance, the invoices in triplicate together with the request for provisional acceptance of the supplies.

- 26.9 This contract does not include a price revision clause

## **Article 29 Delivery**

- 29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

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

In addition, all packages should be marked as follows:

13



*Financed by the European Union*

**Contract title:** "Supply of measuring instruments for the inspection of equipment to control better pesticides application"

**Contract No:** ~~XXXXXXXXXXXX~~

29.3 The packaging will remain the property of the Contractor subject to environmental considerations.

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. No shipment shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Programme Manager, failure to respond shall be deemed to be approval.

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

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

### **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex V.

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 satisfactorily 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.

### **Article 32 Warranty obligations**

The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and material. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one year after provisional acceptance.

### **Article 33 After-sales service**

33.1 Not applicable

**Article 40 Settlement of disputes**

- 40.4 Any disputes arising out of or relating to this Contract which cannot be settled amicably will be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

