

## ***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.

#### **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 shall 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 GTC 19 Avenue Building, Vladimira Popovica 40, 11070 Belgrade, Serbia
<b>Telephone</b>	+381 11 3083 200
<b>Fax</b>	+381 11 3083 201
<b>E-mail</b>	

##### **For the Contractor:**

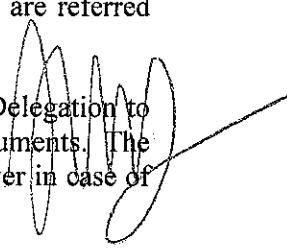
<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

#### **Article 7 Supply of documents**

Together with the delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance) Manuals in English and Serbian 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 Annex II + III – Technical Specifications + Technical Offer.

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 e-mail address of the Contracting Authority's contact person specified in Article 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.

The Contractor shall pay all taxes, duties and fees, and obtain all permits that may be required by the national authorities, licenses and approvals, as required by the laws of Serbia in relation to the contract. The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in Serbia, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority and the Beneficiary harmless from consequences of failure to do so or from eventual delays.

## **Article 9 General Obligations**

- 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 on the EuropeAid Website: [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](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.

## **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**

- 12.1a) 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 submit to the Project Manager for approval, copied to the Beneficiary, within 14 days from the date of signature of the Contract an accurate and detailed programme of performance as stipulated in Article 13.1 of the General Conditions. The programme should show, inter alia, latest dates for: completion of manufacture, shipping, custom clearance (if applicable), arrival in country, arrival at place of acceptance, commissioning and provisional acceptance at the required location, in which the Contractor proposes to carry out the Supply Contract within the time allowed for completion.

No separate payment shall be made for the preparation/monthly updating as requested of such a programme and the Contractor shall allow for the associated costs elsewhere in his tender.

The Project Manager shall make comments and/or objections concerning the Programme supplied by the Contractor within 14 calendar days of their submission. It shall be considered that all these comments and/or objections are accepted by the Contractor, if he should not contradict them in writing, either by registered letter, or fax sent on the Project Manager, within 3 calendar days of their receipt. The absence of any comments and or objections from the Project Manager within the 14 calendar days above shall be deemed to be approval.

### **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 or 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. The Contractor shall, at no additional charge, carry out any work that is the subject of any item in its tender for which it indicates neither a unit price nor a lump sum.

#### **Article 16 Tax and customs arrangements**

- 16.1 The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 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 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 period of the implementation of the tasks is 365 days from the commencement date of the contract until the provisional acceptance.

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

- 24.2 No preliminary technical acceptance is required.

#### **Article 25 Inspection and testing**

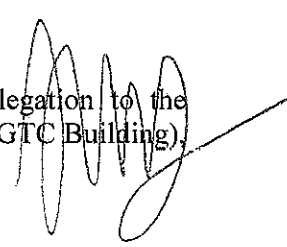
- 25.2 The Contractor shall deliver and commission all goods, in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

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 delivery, the supplier shall inform the Contracting Authority and the Beneficiary about the possible 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) For the 40% pre-financing, the pre-financing guarantee:  
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, 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 The 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.
- 29.3 Each packaged supply item must have on the outside a sticker label identifying: a) the Supply Item 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**

### **Mobile Flood Defense Equipment**

**EuropeAid/137461/DH/SUP/RS**

Durable, UV resistant plastic stickers and as applicable of the EU logo, the beneficiary logo/flag and text as described in Annex II and III (exact design and text to be agreed after contract signature with Contracting Authority) must be fixed on all items.

The contractor shall produce a draft of the layout for written approval by the contracting authority prior to production/delivery.

The packaging shall become the property of the recipient 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 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 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**

- 32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.
- 32.6 The commercial warranty requirements are stipulated in the Annex II + III Technical Specifications.
- 32.7 The warranty must remain valid for one year after provisional acceptance.

### **Article 40 Settlement of disputes**

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

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