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 parties must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to:

For the Contracting Authority:

Name:	Delegation of the European Union to the Republic of Serbia Attn: Programme Manager
Address:	Vladimira Popovića 40, GTC Avenue 19 block 19a Belgrade, SERBIA
Telephone:	Telephone number
Fax:	Fax number
e-mail:	Emila address

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	
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 provide the documents and drawings listed below, within the time limits set in Special Conditions Article 13.

#	Activity/task	Document title
A	Office furniture and other Supplies	Supplies Handover Certificate
B	Office Works	Works Handover Certificate

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 licences, 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 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 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 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(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to twice the contract value, with a ceiling at one million euros. If the contract value is greater than 1 million euros, the compensation for damages resulting from the contractor's liability shall be capped to the contract value.

12.2(b) The transport of supplies shall be insured using Incoterms DDP - Delivered Duty Paid

- ***DDP - Delivered Duty Paid:*** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
  'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'[1] The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The programme of implementation of the tasks shall comply with the following deadlines and include, when appropriate, the supply of documents specified in Article 7 of these Special Conditions:

#	Activity/task	Deadline (latest date from commencement)
A	**Office furniture and other Supplies**	**60 days**
	1. Toilet equipment delivery	Week [7]
	2. Doors and glass partial wall delivery	Week [7]
	3. Lighting delivery	Week [7]
	4. HVAC equipment delivery	Week [7]
	5. Furniture and equipment delivery	Week [8]
B	**Office Works**	**53 days**
	1. Demolition	Week [1]
	2. Mechanical installations	Week [1 – 6]
	3. Electrical installations	Week [1 – 6]
	4. Hydrotechnical installations	Week [2]
	5. Toilets-arch works	Week [3 – 6]
	6. Flooring in the basement and the I floor	Week [5 - 7]
	7. Dry assemblies - walls and ceilings	Week [4 – 7]
	8. Painting works	Week [6 – 7]

[1] See http://www.iccwbo.org/incoterms/

C.1	**Provisional acceptance request**	**Max. 15 days after completion of delivery and all works mentioned above have been completed**
C.2	**Provisional acceptance issuance**	**30 days after request has been received**

Article 14 Contractor's drawings

The Contractor shall develop 'as built drawings' and other drawings and technical documentation, as required for successful project completion and under the local legislation in force, and submit it to the Supervisor for approval.

Drawings, manuals and manufacturer's schemes of supplied/installed equipment and as-built drawings and other technical documentation required under the local legislation in force for the purpose of technical commissioning shall be provided in local language only, unless otherwise instructed by the Contracting Authority and/or Supervisor

Article 15 Sufficiency of tender prices

15.1 Subject to any additional provisions which may be laid down in the special conditions, the contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied itself before submitting its tender, as to the nature of the ground and sub-soil, and to have taken into account the form and nature of the site, the extent and nature of the work and materials necessary for the completion of the works, the means of communication with and access to the site, the accommodation it may require and in general to have obtained for itself all necessary information as to risks, contingencies and all other circumstances influencing or affecting its tender.

15.2 The contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and of the rates and prices stated in the bill of quantities or price schedule which shall, except in so far as it is otherwise provided in the contract, cover all its obligations under the contract.

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 No additional provisions regarding 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 period of implementation of tasks shall be **105 calendar days after the date of Commencement Order** (60 days for the supply with works, 15 days for Provisional Acceptance Certificate (PAC) request and 30 days for provisional acceptance) from the date of issuance of the Commencement Order until the date of issuance of the certificate of Provisional Acceptance.

Article 25 Inspection and testing

25.2 Inspection and testing will be performed by the Supervisor and shall take place upon delivery, in accordance with Article 25 of the General Conditions and Annex II: Technical Specifications.

Article 26 General principles for payments

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the Contracting Authority.

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 and 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[1], 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.

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 remain the property of the Contractor subject to environmental considerations.

29.5/6/7 All packages shall be marked as follows:

- The Name of the Contracting Authority;
- Project title;
- Contract number and date;
- Number of the package;

Each package has to include the list of its content (specification of the equipment in the package), indicating Item number and Item name, all per the Technical Specification.

[1] 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.

Article 31 Provisional acceptance

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

Article 32 Warranty obligations

32.6 The validity period of the commercial warranty of the equipment listed in the Annex II + III: Technical specifications is as granted by the manufacturer.

32.7 The warranty is in line with commercial standards but has a minimum duration of 365 days 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 shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

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Electronically signed on 21/12/2023 12:40 (UTC+01) in accordance with Article 11 of Commission Decision (EU) 2021/2121