

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

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

<b>Name:</b>	
<b>Address:</b>	
<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**

The Contractor is obliged to ensure the original or copies of brochures with suitable technical specifications of goods, which is required by tender documentation. The Commercial

guarantee certificate, issued according to the relevant Serbian law covering the warranty period described in Article 32 - has to be submitted by the time of delivery as the latest.

## **Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

## **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 published by the European Commission:

[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 an eligible source country as defined in LIFE 2020, Sector: Nature and Biodiversity. 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**

- 12.1a) There is no derogation from Article 12a) of the General Conditions.
- 12.1(b) The Contractor shall insure the goods for their replacement value (100%) 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 (factory/warehouse) until the issuance of the Provisional Acceptance Certificate.
- 12.2(b), paragraph 2 **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."*<sup>1</sup> The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

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<sup>1</sup> See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

### **Article 13 Programme of implementation of tasks**

- 13.2 Contractor is obligated to deliver equipment at Contracting Authority address. Logistics, broker and transportation costs will have to be performed by Contractor.

Installation and testing of equipment will have to be performed by Contractor within 7 calendar days of their receipt of equipment.

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

- 14.1 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.

### **Article 15 Sufficiency of tender prices**

- 15.1 The prices in the contract are fixed and not subject to any revision.

### **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 17 Patents and licences**

- 17.1 There is no derogation from Article 17 of the General Conditions.

### **Article 18 Commencement order**

- 18.1 The implementation of the tasks shall start on the date of contract signature by both parties.

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

- 19.1 The period of implementation of the tasks of the contractor shall be 12 months from the commencement date.

### **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 equipment 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.

Inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into service. 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 RSD (for Serbian candidates)/EUR (for foreign candidates) in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority. In case the contract is concluded in EURO, and payments are made in RSD, applicable exchange rate must be InforEuro exchange rate for the month of issuing of invoice. The payment will be made in full, following full delivery and provisional acceptance of the supplies by the Contracting Authority and submission of relevant documents.

Payments shall be authorised and made by JP „Vojvodinasume“, Preradovićeva 2, 21132 Petrovaradin, Novi Sad, Republic of Serbia, authorised by Contracting Authority legal representative.

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, the 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 Not applicable.

## **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 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**

29.3 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.

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

29.5/6/7 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 satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Beneficiary Institution/s 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**

- 32.6 Where commercial warranty (issued by the manufacturer of particular item/product) is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor is obliged to provide complete support to the Beneficiary in contacting the manufacturer.
- 32.7 The warranty must remain valid for one 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 otherwise shall be referred to the exclusive jurisdiction of the Republic of Serbia, Commercial Court in Novi Sad, in accordance with the national legislation of the state of the Contracting Authority.

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