

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

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For the Contractor:

Name:	
Address:	
Telephone:	
e-mail:	

Article 7 Supply of documents

The Contractor shall supply the Instruction manuals in English.

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.

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 EuropeAid Website:
https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in IPA II programme. 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.

However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

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 110% of contract value.

12.1b) 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 110% of contract value.

12.2b), paragraph 2 - The insurance policy for supplies 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.

The Incoterm applicable shall be DDP including custom procedure with no VAT and other import/custom duties and taxes to be 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 Contractor shall within 7 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

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

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 22 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.

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.

- 13.2 The Project Manager shall make comments and/or objections concerning the Programme supplied by the Contractor within 5 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 5 calendar days of their receipt. The absence of any comments and or objections from the Project Manager within the 7 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 as described in the Technical Specifications in hard copy format.

The Contracting Authority and 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.

Any fittings and fittings or ancillaries or information that is required by the contracting authority or 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 contracting's authority Project Manager within 7 days after contract signature.

Article 15 Sufficiency of tender prices

- 15.1 No price adjustment, which might occur as the result of a change in the price of labour, or any material components shall be applied, i.e. unit prices are fixed.

Article 16 Tax and customs arrangements

- 16.1 The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/12/2014 to fully exonerate the following taxes: customs or import duties, value added tax (VAT), excise duties and other

special consumption taxes or to any other similar tax, duties or charges having 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 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 implementation period will last 30 calendar days, starting from the commencement of the Contract and ending on the day of issuance of the certificate of Provisional Acceptance.

All items described in the Annex II+III: Technical Specifications + Technical Offer have to be delivered during this period. The implementation period will include delivery period of 29 calendar days 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 supplies and the whole system shall be inspected at the place of acceptance as per the distribution Annex II + III: Technical Specifications + Technical Offer - part II – Place of delivery/Acceptance).

It shall be the sole responsibility of the Contractor to check all site dimensions for completeness and accuracy of placement before commencement of delivery and all occasions for delay.

The cost of these activities shall be contained in the overall price of the supplies.

Article 26 General principles for payments

26.1 Subject to derogation of Article 26.1. payments will be made in RSD in accordance to the general conditions into the bank account notified by the contractor to the contracting authority. Payments under this contract will be made in RSD equivalent (at the purchase exchange rate for foreign exchange EUR/RSD of the National Bank of Serbia on the date of submission of the request of the contracting authority to National Bank of Serbia for conversion of foreign currency (from the dedicated EUR account) into RSD to dedicated sub-accounts of contracting authority). The date of submission of the request for conversion of foreign currency EUR (from the dedicated EUR account) into RSD dedicated sub-accounts of contracting authority shall be date within approximately 5 days prior to actual date of payment of invoice.

Payments shall be authorised and made by Development Agency of Serbia, 12 Kneza Miloša St, 11000 Belgrade, Republic of Serbia.

- 26.3 By derogation of Article 26.3. pre-financing payment shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The invoice shall not be admissible if one or more essential requirements are not met. 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 as per article 31.2. The date of payment shall be the date on which the paying account is debited.
- 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,
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 This Contract does not include a price revision clause.

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 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 for Development Agency of Serbia"

Lot 1: Supply of Equipment for Development Agency of Serbia – Supply of ICT Equipment

Identification number: 1-06-404-87/2021

Contract No:

Plastic stickers dim. 50x50 mm or 200x200 mm (as applicable) of the EU logo (pattern to be agreed after contract signature with Contracting Authority) must be fixed on each item supplied.

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.

29.5/6/7 Each delivery shall be accompanied by the following documents:

- a) User/Maintenance Manuals
- b) Packing list
- c) Certificate of origin
- d) Warranty Certificate
- e) 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 Contracting authority 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 Art 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, the Contractor will provide complete support to the contracting authority and beneficiary in contacting the manufacturer.

Commercial warranty for supplies under items under No. 1, 2, 3, (Laptop type 1, type2, type 3) and Item No. 7 (A4ADF Scanner) and Items No. 9 and No. 10 (Mobile phones type 2 and type 3) listed in Annex II: Technical Specifications

+ Technical offer must remain valid minimum 1 year, starting from the date of issuance of Final Acceptance Certificate, and minimum 2 years starting from the date of issuance Provisional Acceptance Certificate.

Commercial warranty for supplies of items under No 6, No.5, No. 4 and No. 8, (Tablet and Mobile-phones, type 1, Laptop bags, Mouse) listed in Annex II: Technical Specifications + Technical offer must remain valid minimum 1 year, starting from the date of issuance of Provisional Acceptance Certificate.

32.7 The warranty must 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 otherwise shall be referred to the exclusive jurisdiction of the Republic of Serbia in accordance with the national legislation of the state of the contracting authority.

Article 44 Data protection

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, staff, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

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¹ OJ L 205 of 21.11.2018, p. 39