# *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.

Contact persons:

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: | Educational Training Centre for Professional and Working Skills,  21000 Novi Sad, Industrijska 3 |
| Telephone: |  |
| E-mail: | [aleksandar.petrovic@centar.edu.rs](mailto:aleksandar.petrovic@centar.edu.rs) |

For the Contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone: |  |
| 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**

Language of all documents shall be English.

**Article 8 Assistance with local regulations**

The Contractor shall comply with all applicable national laws during performance of the Contract.

The Contractor shall pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the laws of Serbia in relation to the contract. The Contractor should become acquainted with any relevant legal provisions in force in Serbia as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority and the Beneficiary harmless against and from consequences to do so.

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the VAT exemption, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect and the Customs procedures.

The Beneficiary shall (where in a position to do so) provide reasonable assistance to the Contractor at his request:

* By obtaining copies of the Laws of Serbia which are relevant to the Contract such as Law on VAT ("Official Gazette of RS", no. 84/04, 86/04, 61/05, 61/07, 93/12, 108/13, 68/14, 142/14, 83/15, 5/16, 108/16, 7/17, 113/2017, 13/2018, 30/2018);

The Beneficiary shall assist for the Contractor’s applications for any permits, licenses or approvals required by the Laws of the Republic of Serbia:

* Which the Contractor is required to obtain,
* For the delivery of goods, including clearance through customs,
* For the import and/or export of the supplies during the implementation of the Contract.

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 Implementation or additional costs as a result.

**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 activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <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 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.

As the estimated intrinsic value of the products (of the tender procedure as a whole) is below EUR 100 000, all supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2 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 within 30 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 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.

**Article 14 Contractor’s drawings**

## 14.1 All equipment must be supplied with the technical documentation requested in the Technical Specifications.

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.

Any fittings and fittings or ancillaries or information that is required by the 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 Project Manager and Beneficiary upon a request.

**Article 15 Sufficiency of tender prices**

15.1 No price adjustment, which might occur as the result of a change in the price of labor, 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 18 Commencement order**

18.1The Supply Contract shall be effective from the signature of the contract from both sides.

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

19.1The period of implementation of the tasks shall be maximum 45 days from the conclusion 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 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.

During the inspection and testing operations, 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 the RSD for companies registered in Republic of Serbia or EUR for companies registered outside Republic of Serbia.

In case the contract is concluded in EUR, and payments are made in RSD, applicable exchange rate must be InforEuro exchange rate for the month of issuing of invoice.

Payments shall be authorised and made by Educational Training Centre for Professional and Working Skills, 21000 Novi Sad, Industrijska 3.

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 20% pre-financing:

By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b)For the 80 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

26.9This Contract does not include a price revision clause.

**Article 28 Delayed payments**

28.2By 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**

29.3The 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) 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:** **"Purchase of Simulator for training in welding”**

**HUSRB/1602/41/0172-2/2018**

**Contract No:**

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

1. User Manuals, including Serbian language version
2. Packing list
3. Warranty Certificates
4. Certificate of Origin
5. 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.”

1. Training programme with agenda proposed.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 Commercial warranty issued according to the relevant Serbian law shall remain valid for 2 years after acceptance.

32.7 The warranty must remain valid for one year after provisional acceptance. The warranty period shall commence on the date of issuance of Provisional Acceptance Certificate.

**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 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/EC[[1]](#footnote-1) 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 [↑](#footnote-ref-1)