# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be:**

the supply and delivery, of the following supplies:

|  |  |  |
| --- | --- | --- |
| **Item No** | **Name of supplies** | **Qty.** |
| 1 | Special vehicle with camera system for pipeline inspection | 1 pc |

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III);
* the budget breakdown (Annex IV);

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Communication details

4.5 & 4.6 Mail or email communication

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

|  |  |
| --- | --- |
| **Name:** | POTISKI VODOVODI-TISZA MENTI VIZMUVEK DOO HORGOŠ |
| **Address:** | Železnička 22, 24410 Horgoš |
| **Telephone:** | 024/792-050 |
| **e-mail:** | javne.nabavke@vodaho.rs |

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**Article 7 Supply of documents**

Together with the delivery, the Contractor shall supply:

Warranty Certificate

For all required characteristics, the bidder is obligated to submit appropriate catalogues, prospectuses, certificate/declaration of conformity, maintenance and user manuals, etc., in Serbian or translated into Serbian, if any offer product of a foreign manufacturer, on which the products will be marked and their required characteristics.

Certificate of the Road Traffic Safety Agency on vehicles testing, and all documents which are necessary for registration of the motor vehicles.

**Article 8 Assistance with local regulations**

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

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 concerning 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 to avoid any associated delays during the implementation period.

Before giving the offer or defining the selected vehicle manufacturer and model, the potential tenderer is obliged to determine in the Agency for Traffic Safety whether the subject vehicle is on the list of vehicles that can be imported and registered on the territory of the Republic of Serbia, and the evidence for that must be a component of the tender documentation.

**Article 9 General obligations**

9.9

The minimum obligation towards visibility to be put in place by the contractor are included the HUSRB VI-A 1st CfP Annex IV - Visibility manual\_07JUNE2024\_update\_4, and further 03 Vidljivost i komunikacije NS 27 06 2024\_final on the new site: <https://hungary-serbia.eu/downloads>

**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 5 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2

In the case of the use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***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]](#footnote-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 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.

Delivery of the supplies to the place of acceptance shall be finalised within 5 months from the contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 N/A

**Article 15 Sufficiency of tender prices**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

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, unpacking, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, any copyrights, 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 the execution of their activities during the operation, and excluding taxes and customs duties.

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 terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.

**Article 17 Patents and licences**

17.1 No derogation from General Connditions.

**Article 18 Delivery order**

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

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

19.1The **implementation period of tasks** shall be 5 months..

**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 and tested at the place of acceptance.

The Contractor shall deliver, install and commission all equipment, fittings and fixings, including final installation, configuration and connection and all miscellaneous items of equipment, fixings and fittings in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during installation and commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

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, the applicable exchange rate must be InforEuro exchange rate for the month of issuing of pro-forma invoice.

Pre-financing of 15% applies to this contract.

Payments shall be authorised and made by POTISKI VODOVODI -TISZA MENTI VIZMUVEK DOO HORGOŠ, Železnička 22, Horgoš 24410, 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 submit to the authority referred to in paragraph 26.1 above:

a)For the 15 % pre-financing the invoice[[2]](#footnote-2) and the pre-financing guarantee if the total contract price is above EUR 60 000 and when the pre-financing requested is below EUR 300 000: by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required [[3]](#footnote-3).

b) For the 85% 100 % 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.

26.10 Any payment may be offset against the outstanding debts of any consortium member.

**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**

29.1 The Incoterm applicable shall be DDP[[4]](#footnote-4)

29.3The packaging shall remain the property of the contractor subject to environmental considerations

29.4 The place of acceptance of the supplies shall be Horogoš. Železnička 22.

29.5/6/7 Set out requirements as regards documents to accompany each delivery and markings on the packaging:

1. User/Maintenance Manuals
2. Packing list
3. Warranty Certificate
4. A statement drawn up by the Contractor 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. Certificate of the Road Traffic Safety Agency on vehicles testing, Registration certificate for motor vehicles necessary for the registration of a vehicle.

**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 Beneficiary Institutions 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 Article 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 of two years after provisional acceptance, the Contractor will provide complete support to the Beneficiary in contacting the manufacturer.

32.7 The warranty must remain valid for two years after provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor shall ensure the provision of a reliable local after-sales service, guaranteeing maintenance, technical support, and the prompt supply of spare parts and consumables for the offered equipment following provisional acceptance.In the event of termination of production of the spare parts, advance notification to the Beneficiary will be sent to allow procurement of the parts required for 5 years from the date of manufacture.

**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**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the privacy statement is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>]

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, personnel, 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[[5]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.

**Article 45. Further additional clauses**

Not applicable.

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. [↑](#footnote-ref-2)
3. See internal provision in the Companion Chapter 9. [↑](#footnote-ref-3)
4. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-5)