# *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 <Indicate here the contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication.>

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**

* For Lot 1: On the date of delivery, the Contractor shall provide a copy of brochure with description of the delivered product.

And/or

* For Lot 2: On the date of delivery, the Contractor shall provide a copy of brochure with description of the delivered product for all items except for the software, for which the Contractor shall provide a link to the official website with description of the delivered product and its print screen in hard copy.

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in Annex IV of the Grant Contract No. 48-00-00120/2021-28, signed between the Government of the Republic of Serbia – Ministry of Finance and the Innovation Fund of the Republic of Serbia, under the Action Document “EU Support to the Competitiveness, Research and Development, and Innovation, Result 3.” This procurement is financed under the Instrument for Pre-accession Assistance (IPA II), established by Regulation (EU) No. 231/2014 of the European Parliament and of the Council of 11 March 2014, together with the Common Implementing Regulation (EU) No. 236/2014 laying down general rules and procedures, and the Financing Agreement signed between the European Union and the Republic of Serbia for the IPA II Annual Action Programme for Serbia 2019 (2019/041-259 – EU Support to Competitiveness, Research and Development and Innovation, Result 3).

## Supplies may originate from any country if the amount of the supplies to be procured is below EUR 100.000,00 per purchase.

## For equipment of a unit cost on purchase of more than EUR 5.000,00, contractor must present proof of origin to the Contracting Authority at the latest when the first invoice is presented. The certificate of origin must be made out by the competent authorities of the country of origin of the supplies and must comply with the rules laid down by the relevant EU legislation. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

## 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 No performance guarantee is required

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2

For the purpose of this contract, the Contractor shall deliver all supplies under Incoterms 2020 DAP (Delivered at Place) conditions and shall provide transport insurance covering all risks of loss or damage to the goods until they are placed at the disposal of the Contracting Authority at the named place of destination.

**Article 16 Tax and customs arrangements**

16.1 For the purpose of this contract, the Contractor shall deliver all supplies under Incoterms 2020 DAP (Delivered at Place) conditions.

**Article 18 Commencement order**

18.1The date of the later signature of the contract shall constitute the date of commencement of implementation of the tasks.

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

19.1 Lot 1: supply, delivery, siting, and installation of two multifunctional copier/printer/scanner - within 30 days from the date of commencement.

and/or

Lot 2: supply and delivery of IT Hardware and Software as defined in tender dossier - within 60 days from the date of commencement.

**Article 26 General principles for payments**

26.1 Payments under this contract will be made in the EUR or RSD depending on the legal entity place of registration in line with the national regulation. For the legal entities registered in the Republic of Serbia payments under this contract must be made in the RSD. InforEuro exchange rate in the month of issuing of invoice or pre-forma invoice in case of VAT exemption will be used for payments in RSD, and in accordance with the general and/or special conditions (Articles 26 to 28), into the bank account notified by the contractor to the contracting authority.

Pre-financing is not applicable to this contract.

Payments shall be authorised by the Director of the Contracting Authority and executed by the Finance Department of the Contracting Authority.

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)Pre-forma invoice before delivery. Please note that VAT exemption should be applied on the bases of pre-forma invoice issued by the contractor before any delivery in line with the instruction provided by the contracting authority.

b) The contracting authority does not require a financial guarantee, by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b)For the 100 % balance the invoice after delivery together with the request for provisional acceptance of the supplies.

**Article 29 Delivery**

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.5 Each delivery shall be accompanied by a Delivery Statement prepared and signed by the Contractor. The Delivery Statement shall contain, at a minimum, the following information:

    (a) Contract title and reference number;

    (b) Lot number and description of the goods delivered;

    (c) Quantity, model/type, and serial number (where applicable);

    (d) Date and place of delivery;

    (e) Reference to the corresponding invoice; and

    (f) Signature and stamp of the Contractor’s authorised representative.

In addition, the warranty certificate(s) for all delivered items shall be submitted together with the delivery documentation and in accordance with the Article 7.

29.6 Each package shall be clearly marked in a durable and legible manner, showing at least the following:

    (a) Name and address of the Contracting Authority;

    (b) Contract and lot reference numbers;

    (c) Package number and total number of packages (e.g. 1/10, 2/10, etc.);

    (d) Handling and storage instructions where relevant (e.g. “Fragile”, “This side up”, “Keep dry”).

All packaging shall ensure the safe transport and protection of the goods against damage, moisture, and rough handling during loading, unloading, and storage.

29.7 Delivery shall be deemed to have taken place when written evidence (such as a signed delivery note or acknowledgment of receipt) confirming that the goods have been delivered in accordance with the terms of the contract is available to both parties.

The Contractor shall also submit all related documentation — including the invoice(s), Delivery Statement, warranty certificate(s), and any other documents required under the contract — to the Contracting Authority.

Where the supplies are delivered to the premises of the Contracting Authority, the latter shall assume custodial responsibility (bailee status) in accordance with the applicable law for the period between delivery for storage and final acceptance.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for 365 days after provisional acceptance.

**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 courts 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)