# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**LOT no 2.**

**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 other tasks specifically required by the contract- delivery, unloading, siting and installation, commissioning, training and after-sales service of the following supplies:

**LOT no. 2- Sample preparation equipment**

|  |  |  |
| --- | --- | --- |
| **No.** | **Supply items** | **Quantity** |
| 1. | Evaporation system | 1 |
| 2. | Automated SPE System and Software | 1 |

**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 budget breakdown (Annex IV);
* specified forms and other relevant documents (Annex V);

**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**

4.5 & 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**

Institute of public health of Vojvodina

Futoška 121, Novi Sad, Republic of Serbia

Contact person: dr Sanja Bijelović, project manager

Email: sanja.bijelovic@izjzv.org.rs

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

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**Article 6 Subcontracting**

6.3 The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the contractor, its agents or employees.

**Article 7 Supply of documents**

n/a

**Article 8 Assistance with local regulations**

n/a

**Article 9 General obligations**

9.9 The contractor shall take all relevant measures to ensure the highest visibility to the financial contribution of the European Union. These measures must comply with the latest Communication and Visibility guidelines, laid down and published at the following link: <https://hungaryserbia.eu/storage/documents/July2024/HUSRB%20VIA%201st%20CfP%20Annex%20IV%20-%20Visibility%20manual_07JUNE2024_update_4.pdf>

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a) The contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the provisional/final acceptance of the supplies.

12.2(b)The contractor shall provide transport insurance based on the Incoterm:

***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 N/A

**Article 14 Contractor’s drawings**

14.1 The Contractor is required to submit for the purpose of verifying technical specifications, a catalog, brochure, or similar document, or an excerpt from a catalog, brochure, or similar document, based on which the technical characteristics of the offered equipment can be unequivocally determined, thereby proving without doubt that the offered supply meet all the required technical specifications.

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

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP including VAT.

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Delivery order**

18.2 The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.

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

19.1Contract implementation period for **LOT no. 2 is 7 months** from the date of signature of both contract parties.

Article 24 **Quality of supplies**

24.1 The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the contracting authority or the project manager for the purposes of identification throughout the period of execution.

**Article 25 Inspection and testing**

25.1 The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies.

**Article 26 General principles for payments**

26.1 Payments shall be made in **RSD.** Pre-financing is not applicable to this contract.

Payments shall be authorised and made by Legal representative of Institute of public health of Vojvodina, and project manager.

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: the invoice, together with the request for provisional/final acceptance of the supplies.

26.9 The payments shall be made as follows:

|  |  |  |
| --- | --- | --- |
| **No.** | **Supply items** | **Month of Interim/Final payment** |
| 1. | Evaporation system | Final payment: 7 months |
| 2. | Automated SPE System |

**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.[[2]](#footnote-2)

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

29.4 The place of acceptance of the supplies shall be **Institute of public health of Vojvodina, Futoška 121, 21000 Novi Sad, Republic of Serbia.**

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. The Provisional Acceptance Certificate will be signed after siting and installation, while the Final Acceptance Certificate will be signed after the reviewing all elements are installed without defects.

**Article 32 Warranty obligations**

32.6 The Contractor shall warrant that the supplies are new and unused. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one year after provisional acceptance.

32.7 The warranty must remain valid for period of **one year**, after provisional acceptance.

**Article 33 After-sales service**

33.1 After-sales service for one year.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Commercial Court in Novi Sad 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, 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[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)