# 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, delivery, unloading, siting and installation, commissioning, maintenance,

of the following supplies:

## 

|  |  |  |  |
| --- | --- | --- | --- |
| **1.** | **Solar Power Plants** | **qty** | **2 sets** |

at

| **Location** | **Lot Number** | **System Capacity** | **Building Use** | **Building Owner** |
| --- | --- | --- | --- | --- |
| Venac Petra Bojovića 11  25000 Sombor | 7209 k.o. Sombor 1 | 0.04 MW | SC “Soko” | City of Sombor |
| Apatinski put bb  25000 Sombor | 8735/6 k.o. Sombor 1 | 0.25 MW | SC “Soko” | City of Sombor |

**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 including clarifications from the tenderer provided during tender evaluation);
* 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**

4.1 Communication details: All communications related to the implementation of this contract shall be conducted via the following contact details:

Contact person: Marijana Rilke

Address: City of Sombor, Trg cara Uroša 1, 25000 Sombor, Republic of Serbia

E-mail: [marijana.rilke@sombor.rs](mailto:marijana.rilke@sombor.rs)

4.4 Communication via electronic exchange system (EES)

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.

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/> The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

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

Contracting Authority:

Marijana Rilke

Address: City of Sombor, Trg cara Uroša 1, 25000 Sombor, Republic of Serbia

E-mail: [marijana.rilke@sombor.rs](mailto:marijana.rilke@sombor.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 **N/A**.

**Article 7 Supply of documents**

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, in performing the contract, comply with all applicable Serbian laws.

While the Contracting Authority agrees to use its contacts with the relevant authorities where appropriate to assist the Contractor in obtaining the required permits or import licences, the primary and ultimate responsibility for obtaining these permits and licences lies with the Contractor, who shall keep the Project Manager informed.

If the Contractor is late in applying for or fails to apply for such permits or licences, it may not claim any extension of the period of execution or additional costs as a result.

The Contractor shall pay all taxes, duties, and fees and obtain all permits, licences, and approvals that may be required by the national authorities in Serbia in relation to the contract. The Contractor is responsible for timely familiarisation with all relevant legal provisions in force in Serbia, including those required by the competent national authorities for the import, permitting, or customs clearance of the goods, in order to avoid any associated delays during the implementation period.

The Contractor shall indemnify and hold the Contracting Authority harmless from any consequences resulting from failure to comply with these obligations or from any resulting delays.

**Article 9 General obligations**

9.9 Visibility obligations will be covered by the Contracting Authority.

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(a) No liability / insurance measures are required.

12.1(b) No liability / insurance measures are required.

**Article 13 Programme of implementation of tasks**

13.2 The Contractor shall submit a Programme of Implementation of Tasks within 15 calendar days from the contract signature for the approval of the Contracting Authority.

The programme should outline the planned timeline for the main stages of contract execution, including, where applicable, manufacture, delivery, installation, commissioning, and related activities.

The timeline should take into account any periods needed for approvals or verifications by the Contracting Authority.

The Contractor shall allow sufficient time within the programme for the Contracting Authority to carry out its obligations, including the issuing of the Provisional Acceptance Certificate in line with the contract conditions.

**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 minimum English /Serbian language.

**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 N/A

**Article 16 Tax and customs arrangements**

16.1 N/A

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Delivery order**

18.1The date on which implementation of the tasks shall begin is the date of the signature of the Contract by both parties.

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

19.1The period of implementation of the tasks is 90 calendar days from the commencement date of the contract until the provisional acceptance.

The time limits for delivery and completion of the tasks are defined within this period. The detailed schedule shall be specified in the Programme of Implementation of Tasks, subject to approval by the Contracting Authority.

**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 goods, in order that the supplies are left in place fully operational and ready for use.

**Article 26 General principles for payments**

26.1 Payments shall be made in EURO for the companies registered outside Serbia and RSD for companies registered in Serbia

In case the contract is concluded in EURO, and payments are made in national currencies, applicable exchange rate must be InforEuro exchange rate valid on the month of issuing of invoice.

Payments shall be authorised and made by Legal Representative of 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 submit to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing, the invoice[[1]](#footnote-1) and the pre-financing guarantee:

b)For the 60 % balance, the invoice(s) in duplicate together with the request for provisional acceptance of the supplies.

26.9The contract does not include price revision clause.

26.10 N/A

**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 The place of acceptance of the supplies shall be as stated in Article 1.1/ delivery placein the document “c4b\_itt\_en.docx”.

29.5/6/7 N/A

**Article 31 Provisional acceptance**

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

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 The commercial warranty requirements are stipulated in the Annex II+III Technical Specification

Where commercial warranty (issued by the manufacturer of particular item/product) is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor will provide complete support to the Beneficiary in contacting the manufacturer

32.7 The warranty must remain valid for one year after provisional acceptance. This is the **contractual warranty** for the proper execution of the contract, including installation, commissioning, and integration of all components, shall remain valid for 12 months (1 year) after the date of provisional acceptance, in line with the contract conditions.

**Article 33 After-sales service**

33.1 N/A

**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 Commercial Court of Sombor 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.

**Article 45 Further additional clauses**

N/A

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1. 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-1)
2. DDP (Delivered Duty Paid) - 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)