# 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, installation and training (where applicable) of the following supplies:

|  |  |  |
| --- | --- | --- |
| **Item** | **Item name** | **Quantity** |
| 1 | Desktop computers | 43 |
| 2 | Laptop | 31 |
| 3 | Tablet | 31 |
| 4 | Colour Multifunctional Printer A3/A4 | 1 |
| 5 | Multifunction Monochrome Printer A4 | 31 |
| 6 | Ink Jet Colour Mobile Printer | 31 |
| 7 | Scanner with Automatic Document Feeder | 2 |
| 8 | Flatbed scanner | 20 |
| 9 | USB Digital Video Microscope | 31 |
| 10 | Handheld GPS | 31 |
| 11 | Handheld Bar Code Reader | 31 |

**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);
* 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

Any written communication relating to this contract between the contracting authority and the project manager, on the one hand, and the contractor on the other must state the contract title and identification number, and must be sent by post, fax, e-mail or by hand.

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:

For the contracting authority:

|  |  |
| --- | --- |
| **Full name:** | The Ministry of Finance, The Directorate for Finance, Contracting and Implementation of the EU Assistance Funds |
| **Full official address:** | Stanka Dragojevića 2, 81000 Podgorica, Montenegro |
| **e-mail:** |  |

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

|  |  |
| --- | --- |
| **Full name:** |  |
| **Full official address:** |  |
| **e-mail:** |  |

For the Intermediate Body for Policy Management:

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **e-mail:** |  |

**Article 9 General obligations**

9.9 Communication and Visibility Requirements for EU-funded external action can be found here:

<https://commission.europa.eu/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en>

**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 10% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 13 Programme of implementation of the tasks**

13.2 The Contractor shall submit a programme of implementation of tasks to the Project Manager within 14 days from the contract signature date by both parties. The Project Manager shall review and approve, or provide comments to the submitted Programme of implementation of tasks within 14 days of submission date. In case comments are provided by the Project Manager, the Contractor will revise the Programme in line with the comments received and resubmit the documents to the Project Manager within 7 days of the date of submission of comments.

The Contractor is responsible for timely coordinating the deliveries and all other associated activities with the Beneficiary while keeping the Project Manager in the copy of all communication. 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 a specified deadline.

**Article 15 Sufficiency of tender prices**

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

**Article 16 Tax and customs arrangements**

16.1 The European Commission and Montenegro have agreed in Framework Agreement between the Government of Montenegro and the European Commission on the arrangements for implementation of Union financial assistance to Montenegro under the Instrument for Pre-Accession Assistance (IPA III) (Official Gazette of Montenegro, International Agreements, No. 06/2022), to allow full exemption from the following taxes:

* Customs duties, import duties, taxes or fiscal charges having equivalent effect;
* Value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect.

**Article 18 Delivery order**

18.1 Date on which implementation of the tasks commences will be notified by the contracting authority with at least 7 days notice and in any case no sooner than the date of entry into force and no later than 3 months after the signature of this contract.

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

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

19.1The implementation period of tasks is 9 months, from the date notified by the contracting authority with at least 7 days notice and in any case no sooner than the date of entry into force and no later than 3 months after the signature of this contract, and until the provisional acceptance.

The **time limits for delivery** shall be set out in the Programme of implementation of tasks which will be subject to approval of the contracting authority (in form of timetable) during the first month of implementation.

**Article 25 Inspection and testing**

25.2 The inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into operation. During the testing period the Beneficiary will inform the Contractor about the possible problems related to devices. The Contactor has obligation to respond to those requirements and to help to resolve the problem. In case of the malfunctioning of the supplied goods the Supplier must resolve the situation within 30 calendar days either by repair of the good or by replacement of the good supplied.

**Article 26 General principles**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the Ministry of Finance, the Directorate for Finance, Contracting and Implementation of the EU Assistance Funds, Stanka Dragojevića 2, 81000 Podgorica, Montenegro.

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.

26.9 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 triplicate and the application for the certificate of provisional acceptance and Annex V - VAT instructions indicating the group members shares for VAT purposes..

**Article 28 Delayed payments**

28.2 By 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:

| **Institution** | **Delivery Address** |
| --- | --- |
| **Administration for Food Safety, Veterinary and Phytosanitary Affairs of Montenegro**  **(**Phytosanitary sector**)** | Serdara Jola Piletica 26,  81000 Podgorica, Montenegro |

29.5/6/7 The documents which have to accompany the delivery include:

* + 1. A detailed packing list identifying the contents of each package;
    2. Usual transport document;
    3. Technical documentation/operating instructions and certificates, as specified in the technical specifications (Annex II);
    4. 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.”

The package should bear the following identification:

Contract title: Upgrading of IT infrastructure for IT systems in Phytosanitary Information System

Identification number: CFCU/MNE/XXX

(Number and description of item)

(Address of the place of delivery)

In addition, all packages should be marked as follows:

|  |
| --- |
|  |

Financed by the European Union

**Article 31 Provisional acceptance**

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

The contractor shall deliver to the contracting authority, together with the request for provisional acceptance, 3 copies of the Provisional Acceptance Certificate signed by the contractor. The request for provisional acceptance to the project manager (contracting authority) should take place before the deadline specified in the Article 1 of the Contract. The Provisional Acceptance Certificate shall be issued by the contracting authority as stipulated in Article 31 of the general conditions.

The contracting authority may appoint its representative to perform provisional acceptance/inspection on its behalf. With provisional acceptance, the beneficiary Institution acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

**Article 32 Warranty obligations**

32.6 Commercial (manufacturer’s) warranty shall be transferable, i.e. the contractor shall ensure that a commercial warranty issued for any item under this contract allows the Beneficiary to make a warranty claim during its validity period. The commercial warranty certificates (or equivalent documents) should include the conditions, procedures, and information on where the warranty can be claimed. The contractor shall make a copy of all documentation, obtain necessary information from the manufacturer concerning the commercial warranty, and hand it over to the Beneficiary at the time of delivery of related items, with related originals passed on to the beneficiary at the time of final acceptance. The Contractor assumes the obligation to assist the Beneficiary with establishing contact with an authorised service provider or manufacturer when exercising rights arising from the commercial warranty.

**Article 40 Settlement of disputes**

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Montenegro in accordance with its national legislation.

**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 controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

(b) 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[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. The first pre-financing 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)>/<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)