# 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 (where applicable), training (where applicable) and after-sales services (where applicable) of the following supplies:

**Lot No. 1: Laboratory equipment for analysis in the area of animal diseases, food and feed**

|  |  |  |
| --- | --- | --- |
| **Item** | **Item name** | **Quantity** |
| 1.1 | Thermo shaker for microplates | 1 |
| 1.2 | ELISA washer | 2 |
| 1.3 | Tissue homogenizer | 1 |
| 1.4 | Tissue processor | 1 |
| 1.5 | Microtome | 1 |
| 1.6 | Slide stainer | 1 |
| 1.7 | Cold plate | 1 |
| 1.8 | Water bath | 1 |
| 1.9 | Microplate reader | 1 |
| 1.10 | Automated inoculation delivery system | 1 |
| 1.11 | Small refrigerator for biomedical storage | 3 |
| 1.12 | Large refrigerator for biomedical storage | 4 |
| 1.13 | Natural convection incubator | 2 |
| 1.14 | CO2 Incubator | 1 |

**Lot No. 2: Laboratory equipment for analysis in the area of food safety, pesticide residue and other contaminants**

|  |  |  |
| --- | --- | --- |
| **Item** | **Item name** | **Quantity** |
| 2.1 | Ultra-high-performance liquid chromatograph (UHPLC) with triple quadrupole (MS/MS) mass spectrometer | 2 |
| 2.2 | Automatic solvent evaporation system | 1 |

**Lot No. 3: Laboratory equipment for PCR analysis and sample preparation in the area of pests (harmful organisms)**

|  |  |  |
| --- | --- | --- |
| **Item** | **Item name** | **Quantity** |
| 3.1 | Real-time PCR system with laptop | 2 |
| 3.2 | RNA/DNA extraction device | 2 |
| 3.3 | Homogenizer for plant tissue (including seeds) | 2 |
| 3.4 | Laboratory centrifuge | 1 |
| 3.5 | Ultra-low temperature freezer | 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]);
* 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:

|  |  |
| --- | --- |
| **Name:** | The Ministry of Finance, The Directorate for Finance, Contracting and Implementation of the EU Assistance Funds |
| **Address:** | Stanka Dragojevića 2, 81000 Podgorica, Montenegro |
| **Telephone:** |  |
| **Fax:** |  |
| **e-mail:** |  |

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

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

For the Intermediate Body for Policy Management:

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **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/communicatingand-raising-eu-visibility\_en](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 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 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 14 Contractor’s drawings**

## 14.1 All equipment must be supplied with the technical documentation requested in the Technical Specifications.

Technical documentation/operation manuals specified in the Annex II: Technical specifications to the contract shall be submitted together with the goods if not otherwise provided therein.

## The Contracting Authority and the Beneficiary and their representatives or agents are hereby granted a worldwide, royalty-free, perpetual, irrevocable, freely assignable licence for them to use all proposals, specifications, drawings, plans, diagrams, manuals or similar deliverables drawn up and/or provided as part of this Contract. In particular and without limitation, they may use the same for future repairs, maintenance, support, extension, and they may publish the same in future tenders. Any intellectual property rights of the Contractor as regards a right to credit are hereby waived.

The contractor shall provide any necessary accessories and/or parts at no extra cost to ensure that the goods conform and perform in line with the technical specifications. The contractor shall provide the Project Manager and Beneficiary with any information required to prepare for installation, perform testing and commissioning, accept the equipment.

## The contractor shall also submit an electronic version to facilitate the contracting authority’s processing of the documents. The electronic version shall be identical to the original (printed) version. In case of any discrepancy between the electronic version and the original (printed version), the latter will prevail.

## The digital versions of the documents can be submitted on a data storage device, such as a USB stick or CD/DVD, or sent to the e-mail address specified under Article 4.5 & 4.6. The Contractor's name, contract number, and title should be clearly indicated in the e-mail subject or clearly marked on data storage device.

**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, unloading, unpacking, installation, putting into operation, testing and inspection, calibration and certification, including all cost of consumables to make them ready for acceptance, any copy rights, or patent rights or license, warranty 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 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 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** shall be [240 days for Lot 1, 180 days for Lot 2 and 240 days for Lot 3], 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 supplies and the whole system shall be inspected and tested at the place of acceptance as per the address mentioned in Appendix 1 to Annex II+III: Technical Specifications + Technical Offer.

The Contractor shall, as requested in Annex II+III: Technical Specifications + Technical Offer) install, calibrate and test 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 may start and be completed within a maximum of 15 calendar days after delivery, installation and putting into operation.

**Article 26 General principles for payments**

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.

26.5 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][and insert either of the below sentences:

[if the total contract price is below or equal to EUR 60 000:]

[by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.]

[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.]

b) **[**For the 60 % balance] **[**For the 100 % balance], the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

**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:

**Lot No. 1: Laboratory equipment for analysis in the area of animal diseases, food and feed**

| **Institution** | **Delivery Address** |
| --- | --- |
| **Diagnostics Veterinary Laboratory** | Biotechnical Faculty of the University of Montenegro  Bulevar Džordža Vašingtona, bb, p.fah 69  81000 Podgorica, Montenegro |

**Lot No. 2: Laboratory equipment for analysis in the area of food safety, pesticide residue and other contaminants**

| **Institution** | **Delivery Address** |
| --- | --- |
| **Center for Ecotoxicological Research** | Bulevar Šarla De Gola 2,  81000 Podgorica, Montenegro |
| **Institute for Public Health** | Džona Džeksona bb,  81000 Podgorica, Montenegro |

**Lot No. 3: Laboratory equipment for PCR analysis and sample preparation in the area of pests (harmful organisms)**

| **Institution** | **Delivery Address** |
| --- | --- |
| **Plant Virology Laboratory Podgorica** | Biotechnical Faculty of the University of Montenegro  Bulevar Džordža Vašingtona, bb, p.fah 69  81000 Podgorica, Montenegro |
| **Plant Bacteriology Laboratory Podgorica** | Biotechnical Faculty of the University of Montenegro  Bulevar Džordža Vašingtona, bb, p.fah 69  81000 Podgorica, Montenegro |
| **Plant Bacteriology Laboratory Bar** | Center for Subtropical Cultures  Rista Lekića bb,  85000 Bar, 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: Supply of laboratory equipment for ensuring implementation of new laboratory analysis methods

Identification number: CFCU/MNE/XXX, Lot No. X

(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 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 contract Beneficiary acquires full title and ownership to the goods supplied and the right to make complete and unimpaired use of the supplies delivered.

The supplies shall be taken over by the contracting authority when they have been delivered in accordance with the contract, have satisfactorily passed all the required tests and a certificate of provisional acceptance has been issued or is deemed to have been issued.

**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 33 After-sales service**

33.1 The Contractor shall provide after-sales services as stipulated in the Technical Specifications (Annex II) + Technical Offer (Annex III).

**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-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)