# *SPECIAL CONDITIONS, LOT 2 -* Medical equipment and supply

**CONTENTS**

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| IMPORTANT!  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. |

**Article 2 Language of the Contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 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, e-mail or by hand.

Contact persons, addresses of the parties and contact details that will be used for communication:

**For the Contracting Authority:**

Contact name : Marijana Obradović  
Address: Mirna 3 , 25000 Sombor,  
E-mail: [marijana.obradovic@dzsombor.rs](mailto:marijana.obradovic@dzsombor.rs)

Telephon: 0631076113

For the Contractor:

Contact name:  
Address :   
E-mail:

Telephon:

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 7 Supply of documents**

After delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance) Manuals in English or Serbian language (if applicable).

Certificate of the Road Traffic Safety Agency on vehicles testing, and all documents which are necessary for registration of the motor vehicles.

Warranty Certificate.

**Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

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

Before giving the offer or defining the selected vehicle manufacturer and model, the potential tenderer is obliged to determine in the Agency for Traffic Safety whether the subject vehicle is on the list of vehicles that can be imported and registered on the territory of the Republic of Serbia, and the evidence for that must be a component of the tender documentation

**Article 9 General Obligations**

9.9 The Contractor to comply with its minimum obligation toward visibility. These activities must comply with the Programme visibility rules available at: <https://interreg-croatia-serbia.eu/documents/implementation/> .

**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 5% of the total Contract price, including any amounts stipulated in addenda to the Contract.

**Article 12 Liabilities and Insurance**

12.2b), paragraph 2 In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

* ***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 Delivery of the supplies to the place of acceptance shall be finalised within 60 days from contract signature by both parties.

**Article 14 Contractor’s drawings**

14.1 N/A

**Article 15 Sufficiency of tender prices**

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, unpacking, putting into operation, testing and inspection including all cost of consumables to make them ready for acceptance, any copy rights, or patent rights or license, warranty and training and training materials, if any, 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.

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

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.

**Article 17 Patents and licences**

17.1 No derogation from General Connditions.

**Article 18 Commencement order**

18.1The implementation of the tasks shall start on the date of contract signature by both parties.

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

19.1The period of implementation of the tasks of the contractor shall be **60** days from the commencement date.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The inspection and testing prior to the provisional acceptance will take place at the location where the goods are delivered by the Project manager or persons authorized by the project manager. The inspection and testing will be started and completed within a maximum of 15 calendar days after installation.

During the inspection and testing procedure, technical performances, the technical specifications, and technical documentation will be verified

**Article 26 General principles for payments**

26.1 Payments shall be made in euro for the companies registered outside Serbia and in 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 or preinvoice in case of VAT exemption

Payments shall be authorised and made by Legal Representative of Dom Zdravlja “Dr. Đorđe Lazić” Sombor, Mirna 3, 25000 Sombor, Republic of Serbia.

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:

1. For the 0% pre-financing:
2. For the 100% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies. Payments shall be made in full in 30 days after supply, delivery and unloading of all goods.

**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**

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

29.5/6/7 Delivery shall be accompanied by the following documents (if applicable):

a) User/ Maintenance Manuals / Certificates

b) Packing list

c) Warranty Certificate and Commercial Warranty

d) 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.”

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The equipment shall be taken over by the Contracting Authority when they have been delivered in accordance to the Contract, and have been commissioned as the case may be, have satisfactorily passed the required tests, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Beneficiary Institutions acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

All provisions stipulated in Article 31 in the General Conditions remain applicable.

**Article 32 Warranty obligations**

32.6 Where the commercial warranty issued by the manufacturer of a particular item/product is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor will deliver the related certificates/documents to the Beneficiary and will provide complete support to the Beneficiary in contacting the manufacturer.

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

**Article 33 After-sales service**

33.1 No after-sales service is foreseen.

**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 in Sombor in accordance with the national legislation of the state of the Contracting Authority

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)