

SPECIAL CONDITIONS

CONTENTS

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. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 1 Language of the contract

The language used shall be English.

Article 2 Communications

The designated contact person for communication is Ljubica Toseva. All communication between the Contracting Parties will be exclusively in written form. The official contact address is Majke Jevrosime 51, 11000 Belgrade, and she can be reached by phone at +381 64 2531894 or via email at ljubica@redi-ngo.eu. To ensure clarity and traceability, all official documents and communications will be exchanged exclusively through email.

Article 3 Supply of documents

N/A

Article 4 Assistance with local regulations

In the case of a dispute with the supplier, the provisions outlined in the Consumer Arbitration Committees Regulation published in the Official Gazette shall be primarily applied.
https://www.paragraf.rs/propisi/zakon_o_zastiti_potrosaca.html

Article 6 Origin

All goods purchased can originate in any country.

Article 7 Performance guarantee

No performance guarantee is required.

Article 8 Liabilities and insurance

(a) The following requirements apply to liability for damage to the supplies: The contractor is responsible for taking all necessary measures to prevent damage to the delivered supplies. Any damage occurring during delivery is the responsibility of the contractor, and the supplier must promptly compensate for the damages. After delivery, any damage detected by the buyer must be reported to the contractor, and repair or replacement with new items may be requested. Under the terms of the contract, the contractor bears responsibility for damages arising from any defect or faulty delivery.

(b) The contractor shall be liable for any damages caused to the contracting authority during the execution of the contract. This includes, but is not limited to, any damage to property, financial loss, or reputational harm caused by the contractor's actions or omissions. The contractor is responsible for promptly repairing, replacing, or compensating for any damages incurred. In case of breach of contract or failure to meet the agreed terms, the contracting authority has the right to seek compensation for any direct or indirect damages resulting from the contractor's non-compliance or negligence.

2(a), paragraph 1

The proof of completion of adequate Guarantee must be provided before the commencement of the contract or as a condition for finalizing the agreement. The contractor is required to submit a copy of the valid insurance policy that meets the specified coverage criteria within 2 years after signing the contract. Failure to provide proof of Guarantee within the specified period may result in delays or termination of the contract.

2(a), paragraph 2

The requirements for communication of cover notes and/or guarantee certificates must be fulfilled before the commencement of the contract. The contractor is required to submit the cover notes and/or guarantee certificates within 2 years after signing the contract. These documents must be provided in writing and must clearly demonstrate that the necessary guarantee coverage is in place. Failure to submit these documents within the specified time frame may result in a delay or termination of the contract.

2(b), paragraph 3

The contractor shall be responsible for any damages that occur during the transport of supplies. The contractor must ensure that appropriate measures are taken to prevent damage during transportation and shall bear the liability for any damages incurred. The absence of a specific insurance policy for the transport does not relieve the contractor from this responsibility.

Article 9 Programme of implementation of tasks

The place of acceptance of the supplies shall be Belgrade, Serbia, the time limits for delivery shall be maximum 60 days from the publishing the tender and the Incoterm applicable shall be DDP¹. The implementation period of tasks shall run from 30 days from the date of receiving the award notification.

Article 12 Tax and customs arrangements

The delivery conditions are DDP as mentioned in the general conditions.

Article 13 Patents and licences

No derogations from Article 17 of the general conditions.

Article 14 Commencement order

Within 10 days of the submission deadline, after the signing of the contracts.

Article 15 Period of implementation of the tasks

Within 30 working days after the Notification of award all goods must be delivered by the supplier

Article 16 Quality of supplies

All supplies offered have to be new, unused and with no technical or visual defects.

Article 17 Inspection and testing

All supplies delivered will be tested and verified at the date of delivery by the contracting authority. In case of technical failure or flaws, the contracting authority will notify the supplier as soon as possible.

Article 18 General principles for payments

1 Payments shall be made in RSD.

¹ DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by Roma Entrepreneurship Development Initiative REDI Serbia via bank transfer from its UNI Credit Bank account to the bank account specified by the awarded supplier.

- 2 By derogation/ agreement of both parties, the final payment to the contractor of the amounts due shall be made within 10 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 3 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
 - a) By derogation from this article 26.5 of the general conditions, no pre-financing guarantee is required.
 - b) For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 19 Delayed payments

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 20 Delivery

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

The products must be delivered with all the required transport documents. The contractor shall be responsible for resolving any issues arising from missing documentation. The packaging must be unopened, undamaged, and include all necessary markings.

Article 21 Provisional acceptance

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

Article 22 Warranty obligations

The warranty must remain valid for two years.

Article 24 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 the Republic of Serbia in accordance with the national legislation of the state of the contracting authority.

Article 25 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/EC² and as detailed in the specific privacy statement published at ePRAG.

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² OJ L 205 of 21.11.2018, p. 39