

- ***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 authorization 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 Barbara Jovanovic. 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 via email at barbara@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 5 General obligations

The Contractor shall fully comply with the latest version of the **Requirements for EU-funded External Actions**, as published by the European Commission, while producing the consumables and equipment under this Contract.

The Contractor shall ensure that all public consumables and publicly shared equipment produced under this contract appropriately acknowledge **EU Financial Support**.

Minimum Visibility Requirements

The Contractor shall implement the following minimum visibility actions:

Display of the EU emblem and REDI logo on all produced equipment and consumables under this Contract, including:

- Solar lamp on a galvanized pillar
- Public Park Bench
- Concrete trash can
- Fixed basketball construction with a larger backboard

- The EU emblem shall:
- Be accompanied by the text: “Funded by the European Union” or the equivalent in Serbian.
- Be clearly visible, legible, and proportionate, following the European Commission’s graphic guidelines.
- Not be modified, distorted, or placed alongside other logos without equal prominence.

Communication Support

Where applicable, the Contractor may be required to support the Contracting Authority in implementing additional communication activities, such as:

- Providing **high-resolution images** or mock-ups for social media or reporting purposes
- Assisting with brief input for visibility reports (e.g., number and type of items produced, beneficiaries reached)

Approval of Visibility Elements

All visibility components (logos, disclaimers, design layout, etc.) must be **submitted for review and written approval** by the Contracting Authority, prior to printing or dissemination. The Contracting Authority reserves the right to request changes to ensure compliance with EU visibility standards.

Compliance and Liability

Failure to comply with EU visibility requirements may result in:

- Reproduction of non-compliant materials at the Contractor’s own expense;
- Withholding of payment until compliance is demonstrated.

The Contractor is encouraged to consult the latest version of the guidelines available at: https://international-partnerships.ec.europa.eu/communication-and-visibility_en

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

N/A

Article 10 Contractor's drawings

The Contractor shall submit design mock-ups and/or physical samples of the following items for approval prior to commencing full production:

- Solar lamp on a galvanized pillar
- Public Park Bench
- Concrete trash can
- Fixed basketball construction with a larger backboard

Article 11 Sufficiency of tender prices

N/A

Article 12 Tax and customs arrangements

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

Article 13 Patents and licence

No derogation from Article 17 of the general conditions.

Article 14 Commencement order

10 days after the submission of the purchase order is the deadline, End of business day

Article 15 Period of implementation of the tasks

Within 25 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

N/A

Article 18 General principles for payments

Payments shall be made in RSD.

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 UNICredit 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 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 22 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

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¹ OJ L 205 of 21.11.2018, p. 39