# *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 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/or 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.

**For the Contracting Authority:**

|  |  |
| --- | --- |
| **Name:** | Commissariat for Refugees and Migration of the Republic of Serbia  Attn: Vladimir Cucić, commissar |
| **Address:** | Narodnih heroja 4, 11070 Novi Beograd |
| **Telephone:** | +381 (0)11 311 72 72 |
| **Fax:** | +381 (0)11 312 95 85 |
| **E-mail** | [kirs@kirs.gov.rs](mailto:kirs@kirs.gov.rs) |

**For the Contractor:**

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

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months

**Article 7 Supply of documents**

Notwithstanding any additional requirements stated elsewhere in the tender dossier, the contractor shall submit the requisite origin certificates, delivery notes, operation manuals, maintenance manuals and Manufacturer's warranty for the items delivered. All documents must be submitted in both a hard copy and a soft copy as well.

The contractor shall be responsible for any inconsistencies, errors or omissions in the documents supplied by her/him, whether such documents have been approved or not.

**Article 9 General obligations**

9.9 The Contractor shall take the necessary measures to ensure visibility of the European Union financing or co-financing. These activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development:<https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a) ‘By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 100% of the contract value.’

12.1(b) ‘By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 100% of the contract value.’

**Article 16 Tax and customs arrangements**

16.1 The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 to fully exonerate the following taxes: custom duties, import duties, taxes or fiscal charges in connection with import, value added tax, documentary stamp or registration duties or fiscal charges having an equivalent effect.

**Article 18 Commencement order**

18.1The implementation of tasks shall commence on the day following the date when the second of the two contracting parties sign.

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

19.1 The implementation period of the tasks shall be 2 months in calendar days from the date stipulated in article 18.1.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.1 Inspection will take place upon delivery of goods at the address of the contracting authority in accordance with the Article 25 of the General Conditions.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD. The exchange rate to be used for invoicing shall be in accordance with the National Bank of Serbia official middle exchange rate for foreign exchange (“exchange rate list – official middle RSD exchange rate”) (EUR/RSD) on the date of invoicing.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by the **Department for financial-material operations – Commissariat for refugees and migration** („Odsek za finansijsko materijalne poslove – Komesarijat za izbeglice i migracije, Narodnih heroja 4, 11070 Belgrade, Serbia.

26.2 The payments shall be made to the bank account mentioned on the financial identification form completed by the Contractor.

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 forward to the authority referred to in paragraph 26.1 above, the invoice(s) in triplicate following provisional acceptance of the supplies. Invoice must be VAT exempt.

**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 remain the property of the contractor subject to environmental considerations.

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11 of the Practical Guide.

**Article 32 Warranty obligations**

32.6 Warranty minimum:

Standard Factory Guarantee Full warranty of minimum of 2 years/24 months without limitation in kilometres.

Warranty against corrosion must be at least 12 years.

32.7 The warranty must remain valid for the period stipulated in article 32.6 and shall commence on the date of provisional acceptance.

**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 ofthe courts of Belgrade, Serbia in accordance with the national legislation of the state of the contacting authority.

**Article 44 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, staff, 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[[1]](#footnote-1) 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 [↑](#footnote-ref-1)