# *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 coordinator, 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: | Marina Stojnić |
| Address: | Narodnih heroja 4, 11070 Novi Beograd |
| Telephone: |  |
| Fax: | N/A |
| E-mail: | [marina.stojnic@kirs.gov.rs](mailto:marina.stojnic@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 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 **The amount of 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 Contracting Authority shall provide the Contractor with a list of authorized SCRM centres, within 7 days from contract signature.

At no additional cost to the Contracting Authority, contractor shall provide non-cash payment system using company/corporative debit fuel cards, within 15 days from contract signature. Minimum requirements are:

• Refuelling vehicles using company/corporative debit fuel cards for each of the Contracting Authority vehicle;

• Monthly reporting in electronic form (excel) to the Contracting Authority, with data such as the quantity, price, registration number of the vehicle, mileage, date, time, location of refuelling of each individual vehicle and individual and overall balance of purchased fuel;

After each refuelling of a Contracting Authority vehicle, the driver (SCRM Staff Member) shall ensure the Contractor’s representative makes an electronic record of the fuel filled into the vehicle. The electronic record must include date and place of the refuelling, type of fuel, quantity, price per litre at the time of refuelling, and registration number of refuelled SCRM vehicle.

**Article 18 Commencement order**

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

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

19.1The implementation period will start from the signature of the contract by the contracting parties and will last until the end of implementation of the Project “EU Support to Migration Management in Serbia - Reception and protection services III” (indicatively end of December 2026).

**Article 24 Quality of supplies**

24.2 The supplies must comply fully with the technical specifications set out in the annex II. The Contractor guarantees the quality of the fuel for the entire duration of the Contract.

**Article 26 General principles for payments**

26.1 Payments shall be made in RSD.

**Prices of petroleum products are determined by the Seller's decisions according to the fluctuation of prices on the petroleum products market in the Republic of Serbia,**

**The contracting authority shall make the payments against the Seller’s pro-forma invoice containing the following instructions.**

Pre-financing is not applicable to this contract

Payments shall be authorised and made by 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.

26.3 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 final invoice and of the application for the certificate of provisional acceptance.

By derogation, the final payment to the contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible final invoice.

26.5 In order to obtain payments, the contracting authority must forward to the contractor amounts beloved:

a) 40% of the total contract price not later than 3 days after signing the contract and providing a performance guarantee. The entire amount transferred will be deposited with SCRM companies / corporate debit cards.

b) 20% of the total contract price, under the condition that all of the funds deposited on the company/corporative debit fuel cards have been spent. Payment shall be made after 15 days upon submission of cost-specification report and approval by the Contracting authority. Entire amount transferred shall be deposited onto company/corporative fuel cards for SCRM vehicles.

c) 20% of the total contract price, under the condition that all of the funds deposited on the company/corporative debit fuel cards have been spent. Payment shall be made after 15 days upon submission of cost-specification report and approval by the Contracting authority. Entire amount transferred shall be deposited onto company/corporative fuel cards for SCRM vehicles.

d) 20 % of the total contract price, as payment of the balance, under the condition that all of the funds deposited on the company/corporative debit fuel cards have been spent and final invoice in triplicate issued by the contractor and received by the Contracting Authority. Payment shall be made after 15 days upon submission of cost-specification report and approval by the Contracting authority. Entire amount transferred shall be deposited onto company/corporative debit fuel cards for SCRM vehicles.

**Article 29 Delivery**

29.3The Contractor agrees to carry out successive delivering of the required amount of fuel at all fuel stations to all authorized SCRM vehicles identified in the list mentioned in the Article 13.

**Article 31 Provisional acceptance**

For the supply of Euro Diesel and Gasoline BMB the Contracting Authority does not issue any provisional acceptances. Once fuels are issued into the reservoirs of Contracting Authorities’ vehicles, and a corresponding receipt is signed by a person authorized by the Contracting Authority it shall be deemed as provisionally accepted.

**Article 40 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 applying the national legislation of the Contracting 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, 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[[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)