# *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

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Fax: |  |
| e-mail: |  |

For the Contractor

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Fax: |  |
| e-mail: |  |

**Article 7 Supply of documents**

Together with the delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance) Manuals in English or local language.

**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 BiH in relation to the contract. The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in BiH, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority harmless from consequences of failure to do so or from eventual delays.

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the VAT exemption, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect and the Customs procedures.

**Article 10 Origin**

## 10.1 All goods purchased may originate from any Country. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

**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 Delivery of the supplies to the place of acceptance shall be finalised within 90 days for LOT 1, 30 days for LOT 2, and 30 days for LOT 3 from contract signature by both parties.

**Article 15 Sufficiency of tender prices**

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

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DDP as mentioned in the GC. For supplies manufactured locally, all domestic fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

**Article 18 Commencement order**

18.1The implementation of the tasks shall start on the date of the 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 90 days for LOT 1, 30 days for LOT 2, and 30 days for LOT 3 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 locations where the goods are delivered. The inspection and testing will be started and completed within a maximum of 5 calendar days after delivery.

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

**Article 26 General principles for payments**

26.1 Payments shall be made in EURO for the companies registered outside BiH and BAM for companies registered in BiH

In case the contract is concluded in EURO, and payments are made in national currencies, the 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 authorized and made by Legal Representative, Centar za promociju civilnog društva

26.3 By derogation, the final payment to the Contractor of the amounts due shall be made within maximum 15 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:

b)For the 100% balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies

26.9This contract does not include a price revision clause.

**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**

29.3Equipment should be packed in its original package with all accessories

The 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) Warranty Certificate

b) Certificate/declaration of conformity, maintenance and user manuals in English/local language

**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 with 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.

**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 a minimum of one year after provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor shall provide or secure the provision of a local reliable after-sales service, thereafter guaranteeing maintenance, technical back up and the rapid replenishment of spare parts and consumables for the offered equipment after provisional acceptance.

In the event of termination of production of the spare parts, advance notification to the Beneficiary will be sent to allow procurement of the parts required

**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 relevant court of law in B&H applying the national legislation of the Contracting Authority.

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