

## ***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 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:

<b>Name:</b>	Delegation of the European Union to Bosnia and Herzegovina
<b>Address:</b>	Skenderija 3a, 71000 Sarajevo, Bosnia and Herzegovina
<b>Telephone:</b>	
<b>Fax:</b>	

For the Contractor:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	

#### **Article 8 Assistance with local regulations**

The contract shall be exempt from all duties and taxes, including VAT. Detailed instructions on procedures to be followed are hereto attached.

#### **Article 9 General Obligations**

- 9.9 The Contractor shall take necessary measures to ensure that the financial contribution of the EU is given adequate publicity compliant with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website:  
[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

## **Article 10 Origin**

- 10.1 All goods purchased under the following lots **must originate** in one or more of these countries (Member states of the European Union and beneficiary countries of IPA II programme as defined under the Regulation (EU) N°236/2014):

- Lot 1: Truck and Hydraulic Crane
- Lot 3: 4 x 4 Terrain Motor Vehicles
- Lot 4: 4 x 4 Vehicles
- Lot 9: Aircrafts

All supplies under the following lots **may originate** from any country\*:

- Lot 2: Truck trailers
- Lot 5: Vans
- Lot 6: Rescue tools for Urban Search and Rescue (USAR) teams
- Lot 7: Specialized personal rescue equipment
- Lot 8: Specialised communication and surveillance equipment
- Lot 10: Equipment for psychological testing
- Lot 11: Radio communication equipment

\*However, if the price of the lot is above or equal to EUR 100 000, the rules of origin will apply.

For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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 12 Liabilities and Insurance**

12.2b), paragraph 2

The Contractor shall provide an “all risks” insurance of the Supplies from the “warehouse to place of delivery”, valid till the provisional acceptance certificate is issued.

## **Article 16 Tax and customs arrangements**

- 16.1 For supplies manufactured locally, all internal 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**

- 18.1 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**

Supply, delivery, unloading, installation (where applicable) and other related services as defined in Annex II: Technical Specifications and Annex III: Technical Offer	75 days for Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 10 and Lot 11  225 days for Lot 1, Lot 2 and Lot 9
Provisional acceptance request	15 days after:  supply, delivery, unloading, installation (where applicable) and other related services as defined in Annex II: Technical Specifications and Annex III: Technical Offer  have been completed
Provisional acceptance issuance	30 days after request has been received

## **Article 26      General principles for payments**

26.1      Payments shall be made in euros.

Payments shall be authorised and made by the Contracting authority:

Delegation of the European Union to BiH  
Finance, Contracts and Audit Section  
Skenderija 3a, 71000 Sarajevo, Bosnia and Herzegovina

26.5      In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

a) For the 40% pre-financing, in addition to the performance guarantee, the invoice and the pre-financing guarantee.

- If the total Contract price is below EUR 60.000: By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required

- If the pre-financing requested is equal or below EUR 300 000 unless the Contracting Authority requires a financial guarantee following a risk assessment, and by derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.

b) For the 60% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

## **Article 29      Delivery**

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

29.5/6/7      All packages shall be marked as follows:

- The Name of the Contracting Authority;
- Project Title;

- Contract Number and Date;
- Number of the package;

Each package has to include the list of its content (specification of the equipment in the package), indicating Item number and Item name, all in accordance with the Technical Specification

### **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template hereto attached.

### **Article 32 Warranty obligations**

- 32.7 The warranty must remain valid for one year after provisional acceptance.

Commercial warranty as specified in Annex II + III. The Contractor will deliver the related certificates/documents to the Beneficiary and will provide complete support to the Beneficiary in contacting the manufacturer.

### **Article 40 Settlement of disputes**

- 40.4 Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

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