

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 or the project manager, and the contractor must state the contract title and identification number, and must be sent by post, fax, e-mail or by hand to the following addresses:

For the Contracting Authority:

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

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	

- 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 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

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Instrument for Pre-Accession Assistance (IPA II) programme.

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

- 12.2(b), 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 The contract shall be exempt from all duties and taxes, including VAT. Detailed instructions on procedures to be followed are hereto attached and are part of this contract.

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

- 19.1 The implementation period is 365 calendar days from the commencement date until the provisional acceptance is issued.

Supply, delivery unloading, installation, assembly, integration, commissioning, testing, training and aftersales service as specified in the Technical Specifications	320 calendar days after the Commencement Order
Provisional acceptance request	15 days after completion of supply, delivery and all services mentioned above have been completed.
Provisional acceptance issuance	30 days after request has been received.

Article 25 - Inspection and testing

- 25.2 Inspection and testing shall take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery addresses specified in the Technical Specifications, Annex II + III ([see Table "Places of deliveries" and table "Addresses"](#)).

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.

When (i) the pre-financing requested is equal or below EUR 300 000 and (ii) the contracting authority does not require a financial guarantee following a risk assessment¹, 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 and related services.

Article 29 Delivery

29.3 The packaging shall 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

32.6 The commercial warranty as granted by the manufacturer.

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

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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¹ Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company.