

SPECIAL CONDITIONS

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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 competent Commission departments, other clauses may be introduced to cover specific situations.

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Article 2 Law applicable

2.1 Community law is the law which applies to the contract, complemented, where necessary, by Belgian law.

2.2 The language used shall be English.

Article 4 Communications

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:	Delegation of the European Commission to Bosnia and Herzegovina Attn: Ms. Dzenita Polic, Task Manager
Address:	Skenderija 3a 71000 Sarajevo Bosnia and Herzegovina
Telephone:	+ 387 33 254 700
Fax:	+ 387 33 666 037

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	

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 will be provided prior to contract signature.

Article 9 The Contractor's obligations

9.6 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

Article 10 Origin

10.1 The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.

Article 11 Performance guarantee

The amount of the performance guarantee shall be 10% of the Contract Value including any amounts stipulated in addenda to the contract.

Article 12 Insurance

The Supplier shall be covered by an “all risks” insurance from “warehouse to place of delivery”, valid till the provisional acceptance certificate is issued.

Article 16 Tax and customs arrangements

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 22 Variations

The Contracting Authority reserves the right, to vary the quantities specified for lots at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the contract price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 25 Inspection and testing

Inspection and testing will take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery address specified in the Technical Specifications, Annex II.

Article 26 Methods of payment

26.1 Payments shall be made in euro.

Payments shall be authorised and made by the Contracting authority.

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

a) For the 60% pre-financing, in addition to the payment request, the performance guarantee. If a pre-financing is requested and this payment exceeds EUR 150.000, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.

b) For the 40% balance, the invoice(s) in triplicate following provisional acceptance of the supplies.

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 28.1 has expired, the Contractor shall receive late-payment interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, where payments are in euro,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline and the date on which the Contracting Authority's account is debited . By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment. The Member States are not entitled to late-payment interest.

Article 29 Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.2 All packages shall be marked as follows:
- The Name of the Contracting Authority;
 - Project Title;
 - Contract Number and Date;
 - Specification (list) of the equipment in the package;
 - All packages have to bear the number, Position number and the Position name, all in accordance with the Technical Specification.
- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex V (Form C11).

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one year after provisional acceptance.

Article 40 Settlement of disputes

- 40.1 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.