# *SPECIAL CONDITIONS*

**CONTENTS**

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| IMPORTANT!  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. |

**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 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:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **e-mail:** |  |

For the contractor:

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **e-mail:** |  |

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 9 General Obligations**

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union co financing. These activities must comply with the rules lay down in the Interreg brand design manual published on the website <https://interreg-hr-ba-me.eu/documents/implementation/>

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from 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 12 Liabilities and Insurance**

12.1a) No liability / insurance measures are required.

12.1b) No liability / insurance measures are required.

12.2. Insurance

No liability / insurance measures are required.

**Article 13 Programme of implementation of tasks**

13.2 Timetable for submission and approval of the programme of implementation of the tasks, with dates and deadlines:

|  |  |
| --- | --- |
| Action | Deadline |
| Supply, delivery, unloading (where applicable), installation (where applicable), commissioning | 335 calendar days from the contract signature date |
| Issuance of the Provisional Acceptance Certificate by Contracting Authority | 30 calendar days from the notification of successfully implemented tasks issued by the Contractor |
| TOTAL IMPLEMENTATION PERIOD | 365 calendar days |

**Article 18 Commencement order**

18.1The implementation of the tasks is to commence on the date of signature of both contract parties.

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

19.1The period of implementation of tasks starting from the contract signature date by the last party until the date of issuance of the Provisional Acceptance Certificate shall be 365 calendar days.

**Article 25 Inspection and testing**

25.2 The inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into operation. The inspection and testing of all equipment will start and be completed within a delivery period. During the testing period the contracting authority will inform the Contractor about the possible problems related to devices. The Contactor has obligation to respond to those requirements and to help to resolve the problem. In case of the malfunctioning of the supplied goods the Contractor must resolve the situation within 15 calendar days either by repair of the good or by replacement of the good supplied.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by Municipality of Tuzi, Street 1 No. 44, 81206 Montenegro.

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

For the 100 % final payment, the invoice(s) in duplicate together with the request for provisional acceptance of the supplies. No pre-financing payment is predicted.

**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**

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

29.5/6/7 The documents which have to accompany the delivery include:

a) A detailed packing list identifying the contents of each package;

b) Usual transport document;

c) Technical documentation/operating instructions and certificates, as specified in the technical specifications (Annex II);

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

**Article 32 Warranty obligations**

32.6 The commercial warranty for superstructure (items 1.2 and 2.2) shall remain valid for minimum 24 months, starting from the date of issuance of Final Acceptance Certificate (after the end of 1-year standard warranty).

32.7 The warranty must remain valid for 12 months after provisional acceptance.

**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 courts in Podgorica, Montenegro in accordance with the national legislation of the state of the Contracting Authority

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