# *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  **For the Contracting Authority:**

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **e-mail:** | [cfcu@mif.gov.me](mailto:cfcu@mif.gov.me) |

**For the Contractor:**

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

**Article 9 General Obligations**

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These activities must comply with the rules lay 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 IPA 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 7% of the total Contract price, including any amounts stipulated in addenda to the Contract.

**Article 13 Programme of implementation of tasks**

13.2 The Contracting Authority shall complete and submit to the Contractor, at the signature of the Contract, a Programme of implementation of tasks **(specified in the Annex V of the contract)** respecting the implementation deadlines set by the Contracting Authority in the tender dossier. Contractor shall countersign the Programme of implementation of tasks and return it to the Contracting Authority within 15 days from the signature of the contract. By signing the contract, the Contractor agrees to adhere to the deadlines set by the Contracting Authority meaning that these deadlines are binding and cannot be altered

**Article 18 Commencement order**

18.1Implementation of the tasks shall commence on the date of signature of the Contract by both parties.

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

19.1The period of implementation of tasks (supply, delivery, unloading, installation) starting from the contract signature date until the date of issuance of the Provisional Acceptance Certificate shall be 72 calendar days. The implementation period will include 30 calendar days of delivery period.

**Article 25 Inspection and testing**

25.2 Inspection and testing will take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery addresses as specified in the Technical Specifications. The inspection and testing of all equipment will start and be completed within a maximum of 7 calendar days after the date of signing the Handover certificate. During the testing period the Beneficiary 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 Supplier must resolve the situation within 30 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.

Payment shall be authorised and made by Ministry of Finance, Directorate for Finance and Contracting of the EU Assistance Funds (CFCU), Serdara Jola Piletića (BC Palada).

In the case of indirect management ex ante procedures and where invoices are presented to the authorities of the country of the Contracting Authority, the Contractor must inform the European Commission at Vuka Karadžića 12, thereof by sending a copy of the correspondence.

26.3 By derogation, the final payment to the Contractor of the amounts due shall be made within 90 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:

a)For the 40% pre-financing, the pre-financing guarantee

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

**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 Each delivery has to have delivery note (including detailed items list), invoice, warranty, and instruction manuals and all packages have to be properly marked with signs: “fragile”, “this side up” and “keep dry”, “not to be opened with sharp tools”.

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. Certificate must be delivered in 3 copies singed by Contractor. Delivered Provisional Acceptance must be accompanied by relevant Proof of origin for all delivered supplies.

**Article 32 Warranty obligations**

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 otherwise shall be referred to the exclusive jurisdiction of courts of Montenegro in accordance with the national legislation of the state of the Contracting Authority.

**Article 44 Data Protection**

Not applicable.

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