

## ***SPECIAL CONDITIONS / POSEBNI USLOVI***

### **CONTENTS / SADRŽAJ**

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. / *Ovi uslovi razrađuju i dopunjuju, po potrebi, Opšte uslove koji uređuju ugovor. Osim ako Posebni uslovi definišu drugačije, Opšti uslovi su u potpunosti mjerodavni. Članovi Posebnih uslova nisu numerisani uzastopno, nego slijede numerisanje članova Opštih uslova. U izuzetnim slučajevima, te uz ovlaštenje nadležnih ureda Komisije, mogu se uvesti dodatne odredbe kojima će se obuhvatiti posebne situacije.*

#### **Article 2 Language of the contract / Jezik ugovora**

- 2.1 The language used shall be English and languages in use in Bosnia and Herzegovina / *Jezik koji se koristi je engleski i jezici u upotrebi u Bosni i Hercegovini..*

#### **Article 4 Communications / Komunikacija**

- 4.1 Communication between the Contracting Authority on the one hand, and the Contractor on the other, shall be exclusively in writing. Any written communication relating to this Contract must state the Contract title and identification number, and must be sent by post, cable, telex, fax transmission, e-mail or delivered by hand to the address stated below. / *Komunikacija između Ugovornog organa s jedne strane, i Izvođača s druge strane, moraju biti isključivo u pisanom obliku. Svaka pisana komunikacija u vezi s ovim Ugovorom mora imati naslov ugovora naslov i broj, a moraju se slati poštom, telegramom, teleksom, prenosom faksom, e-mailom ili lično uručiti na adresu navedenu u nastavku.*

After the mutual signing of the contract, the Contracting Authority and the Contractor will exchange in writing information on the names, addresses and contact details of their official representatives responsible for the implementation of the contract. / *Nakon obostranog potpisivanja ugovora, Ugovorni organ i ponuđač će u pismenoj formi razmijeniti informacije o imenima, adresama i kontakt podacima svojih zvaničnih predstavnika odgovornih za realizaciju ugovora.*

#### **Article 7 Supply of documents / Dostava dokumenata**

n/a

## **Article 8 Assistance with local regulations / *Pomoć oko lokalnih propisa***

The Contracting Authority shall submit to the Contractor a Certificate for the exemption of payment of Import Duty, VAT on Import of Goods and for Exemption from VAT and Other Indirect Taxes for Procurement of Goods and Services in Bosnia and Herzegovina within the Project Funded from the IPA II Fund, and implemented in the framework of the "Territorial Cooperation Program" in accordance with the IPA II Framework Agreement ("Official Gazette of BiH - International Agreements", No. 6/15), based on which the Contractor will be able to issue an invoice without VAT. / *Ugovorni organ će ponuđaču dostaviti Potvrdu za oslobađanje plaćanja uvozne carine, PDV-a pri uvozu robe i za oslobađanje od plaćanja PDV-a i drugih indirektnih poreza pri nabavci roba i usluga u Bosni i Hercegovini u okviru projekta koji se finansira iz IPA II fonda, a realizuje u okviru "programa teritorijalne saradnje" u skladu sa okvirnim sporazumom IPA II ("Službeni glasnik BiH - Međunarodni ugovori", broj 6/15) na osnovu koje će Ponuđač moći da izda račun bez PDV-a.*

## **Article 10 Origin / *Porijeklo***

- 10.1 All supplies under this contract may originate from any country. / *Sve robe po ovom ugovoru mogu poticati iz bilo koje zemlje.*

## **Article 11 Performance guarantee / *Garancija za uspješno izvršenje ugovora***

- 11.1 The performance guarantee referred to in the general conditions is set at 10 % of the amount of the contract for Lot 1 and Lot 2 and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For Lot 3 no guarantee is required. / *Garancija za uredno izvršenje ugovora navedeno u Opštim uslovima iznosi 10% od vrijednosti ugovora za Lot 1 i Lot 2 te mora biti priložena u obliku navedenom u prilogu ove dokumentacije. Biće poništena u roku od 45 dana od dana izdavanja uvjerenja o konačnom prijemu od strane Ugovornog organa, osim udjela dodijeljena servisu nakon prodaje. Za Lot 3 ne traži se garancija.*

## **Article 12 Liabilities and insurance / *Obaveze i osiguranje***

No liabilities/ insurance measures are required./ *Nisu potrebne mjere obaveza / osiguranja.*

## **Article 18 Commencement order / *Nalog za početak***

- 18.1 On the date of signature of both contract parties/ *Na dan potpisivanja obe ugovorne strane*

## **Article 19 Period of implementation of the tasks / *Period provedbe zadataka***

- 19.1 75 calendar days relation to the date stipulated in the previous Article / *75 kalendarskih dana u odnosu na datum određen u prethodnom članu*

## **Article 25 Inspection and testing / *Instalacija i testiranje***

- 25.2 The representatives of both, the Contracting Authority and Final Beneficiary, shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract (hereinafter "Goods"), in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. / *Predstavnici oba, Ugovorni organ i krajnji korisnik, imaju pravo pregledati, ispitati mjere i testirati komponente, materijale i izradu i provjeriti napredak u pripremi, izradi ili proizvodnji bilo čega što se priprema, proizvodi ili proizvodi za isporuku u skladu sa ugovorom (u daljem tekstu „Roba“), kako bi se utvrdilo jesu li dijelovi, materijali i izrada potrebnog kvaliteta i količine.*

This shall take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery addresses as specified in Appendix I to Annex II + III: Technical Specifications + Technical Offer (table Delivery locations). / *To će se dogoditi nakon isporuke, i u skladu sa članom 25. Opštih uslova, na adresama za dostavu kako je navedeno u Dodatku I Prilogu II + III: Tehničke specifikacije + Tehnička ponuda (tabela Lokacije isporuke).*

The Contracting Authority may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting Authority, and shall repeat the test and/or inspection, at no cost to the Contracting Authority. / *Ugovorni organ može odbiti bilo koju Robu ili bilo koji njen dio koji ne prođe nijedan test i / ili inspekciju ili nije u skladu sa specifikacijama. Dobavljač će takvu odbijenu Robu ili dijelove ispraviti ili zamijeniti ili izvršiti izmjene potrebne da bi se udovoljilo zahtjevima, bez ikakvog troška za Ugovorni organ, i ponoviti test i / ili inspekciju, bez ikakvih troškova za Ugovorni organ.*

The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Contracting Authority or its representative, nor the issue of any report, shall release the Contractor from any warranties or other obligations under the Contract. / *Dobavljač se slaže da ni izvršenje testa i / ili inspekcije robe ili bilo kojeg njenog dijela, niti prisustvo Ugovornog organa ili njegovog predstavnika, niti izdavanje bilo kojeg izvještaja, neće osloboditi Dobavljača bilo kakvih garancija ili drugih obaveza prema ugovoru.*

The Contracting Authority shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting Authority shall afford all reasonable opportunity for the Contractor to inspect such defects. / *Ugovorni organ će obavijestiti dobavljača navodeći prirodu takvih nedostataka, zajedno sa svim raspoloživim dokazima, odmah nakon njihovog otkrivanja. Ugovorni organ pružiće svim dobavljačima razumnu priliku da pregleda takve nedostatke.*

Upon receipt of such notice, the Contractor shall, within the period mutually agreed, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Contracting Authority. / *Po primanju takvog obavještenja, Dobavljač će, u roku koji se međusobno dogovore, ekspeditivno popraviti ili zamijeniti oštećenu Robu ili njene dijelove, bez ikakvih troškova za Ugovorni organ.*

If having been notified, the Contractor fails to remedy the defect within the period agreed, the Contracting Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Contractor under the Contract. / *Ako je obaviješten, Dobavljač ne uspije otkloniti kvar u dogovorenom roku, Ugovorni organ može poduzeti u razumnom roku potrebne popravne radnje, na Dobavljačev rizik i trošak i ne dovodeći u pitanje bilo koja druga prava koja Ugovorni organ može imati ugovor protiv dobavljača prema ugovoru.*

## **Article 26 General principles for payments / Opšta načela plaćanja**

### **26.1 Payments shall be made in BAM/ Plaćanje će se vršiti u KM**

Payments shall be authorised and made by Grad Gradiška, Vidovdanska 1a, 78000 Gradiška, Bosnia and Herzegovina / *Isplate će odobriti i izvršiti grad Gradiška, Vidovdanska 1a, 78400 Gardiška, BiH*

### **26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above: / Kako bi primio uplate, Dobavljač mora nadležnom tijelu iz gore navedenog stavka 26.1. dostaviti:**

- b) For the total amount of the invoice(s) in triplicate together with the request for provisional acceptance of the supplies. / *Ukupan iznos, računa u tri primjerka zajedno s potvrdom o privremenom prihvatanju robe.*

## **Article 28 Delayed payments / Zakašnjele isplate**

- 28.2 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: / *Izuzimanjem od člana 28.2. Opštih uslova, nakon što istekne rok utvrđen u članu 26.3., Dobavljač će, na zahtjev, imati pravo na kamate na zakašnjelu isplatu po stopi i za razdoblje navedeno u Opštim uslovima. Zahtjev se mora podnijeti u roku od dva mjeseca od prijema zakašnjele isplate.*

## **Article 29 Delivery / Isporučka**

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations/ *Ambalaža će postati vlasništvo primaoca pod uslovom pridržavanja propisa o zaštiti okoline.*

## **Article 31 Provisional acceptance / Privremeni prihvati**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.(Practical guide) / *Pri izdavanju Potvrde o privremenom prijemu treba koristiti obrazac u Prilogu C11 (Praktični vodič)*

The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, have satisfactorily passed the required inspection and tests, and a certificate of provisional acceptance has been issued or is deemed to have been issued. / *Nabavke će preuzeti Ugovorni organ kada su isporučene u skladu s ugovorom, zadovoljavajuće položile potrebne inspekcije i ispitivanja i izdala potvrdu o privremenom prihvatanju ili se smatra da je izdata.*

## **Article 32 Warranty obligations / Garantne obaveze**

- 32.6 The Contractor's response time is maximum 48 hours at the invitation (telephone and/or e-mail) by the Contracting Authority. The Contractor is obliged to begin the repair operations not later than 48 hours following receipt of the notification (by telephone or e-mail) about failure of the equipment. In case of major defects, the Contractor is obliged to repair defects within 30 calendar days following receipt of the notification about the failure of the equipment or to provide a new item at his own expense if the defect cannot be repaired. In case the defect on any item of equipment was caused by mistake of the beneficiary, the Contractor is obliged to make a commercial offer to the Contracting Authority for response. / *Vrijeme odgovora Dobavljača je najviše 48 sati na poziv (telefon i / ili e-mail) od strane Ugovornog organa. Dobavljač je dužan započeti popravke najkasnije 48 sati nakon prijema obavještenja (telefonom ili e-mailom) o kvaru opreme. U slučaju većih nedostataka, Dobavljač je dužan popraviti nedostatke u roku od 30 kalendarskih dana nakon prijema obavještenja o kvaru opreme ili osigurati novi predmet o svom trošku ako se kvar ne može popraviti. U slučaju da je kvar na bilo kom elementu opreme nastao greškom korisnika, Dobavljač je dužan dati komercijalnu ponudu Ugovornom organu na odgovor.*

- 32.7 The warranty must remain valid for minimum 2 (two) years after provisional acceptance for Lot 1 and Lot 2 suppliers / *Garancija mora ostati na snazi najmanje 2 (dvije) godine nakon privremenog prihvatanja opreme navedene u okviru Lot 1 i Lot 2.*

For Lot 3: not applicable. / *Za Lot 3: nije primjenljivo*

## **Article 33 After-sales service / Usluge nakon prodaje**

- 33.1 The Contractor shall provide after-sales service as per Annex II - Technical Specifications. / *Dobavljač će pružiti usluge nakon prodaje u skladu sa Aneksom II - Tehničke specifikacije.*

#### **Article 40 Settlement of disputes / Rješavanje sporova**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Court in accordance with the national legislation of the state of the Contracting Authority./ *Svaki spor koji proizlazi iz ovog Ugovora ili se odnosi na ovaj Ugovor koji se ne može drugačije riješiti, isključiva je nadležnost Suda u skladu s nacionalnim zakonodavstvom države Ugovornog organa.*

If no settlement is reached within 60 days of the start of the amicable dispute settlement procedure, each Party may seek either a ruling from a national court. / *Ako se spor ne riješi u roku od 60 dana od početka mirnog rješavanja, svaka strana može zatražiti rješavanje putem nadležnog suda u BiH.*

#### **Article 44 Data protection / Zaštita podataka**

Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement./ *Obrada ličnih podataka u vezi s provedbom ugovora od strane Ugovornog organa odvija se u skladu s nacionalnim zakonodavstvom države Ugovornog organa i odredbama odgovarajućeg sporazuma o financiranju.*

To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC and as detailed in the specific privacy statement published at ePRAG./ *U mjeri u kojoj ugovor pokriva radnju koju finansira Evropska unija, Ugovorni organ može s Evropskom komisijom dijeliti komunikacije u vezi s provedbom ugovora. Te se razmjene dostavljaju Komisiji, samo u svrhu da joj omogući izvršavanje svojih prava i obaveza prema primjenjivom zakonodavnom okviru i prema ugovoru o finansiranju sa zemljom partnerom - Ugovornim organom. Razmjene mogu uključivati prenos ličnih podataka (poput imena, kontakt podataka, potpisa i biografija) fizičkih osoba*

*uključenih u provedbu ugovora (kao što su izvođači, osoblje, stručnjaci, vježbenici, kooperanti, osiguratelji, garanti, revizori i pravni savjet). U slučajevima kada dobavljač obrađuje lične podatke u kontekstu provedbe ugovora, u skladu s tim obavještava subjekte podataka o mogućem prenosu njihovih podataka Komisiji. Kad se lični podaci prenose Komisiji, ona ih obrađuje u skladu s Uredbom (EU) 2018/1725 Evropskog parlamenta i Vijeća od 23. oktobra 2018. o zaštiti fizičkih osoba u pogledu obrade ličnih podataka od strane institucije, tijela, kancelarija i agencije Unije te o slobodnom kretanju takvih podataka i stavljanju van snage Uredbe (EZ) br. 45/2001 i Odluke br. 1247/2002 / EZ i onako kako je detaljno navedeno u izjavi o privatnosti objavljenoj na ePRAG-u.\* \* \**