# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be:**

the supply, delivery, unloading, siting and installation and commissioning of the following supplies:

<general description of the supplies, including quantities> in 1 lot

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* [specified forms and other relevant documents (Annex V)];

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.**

**Addenda shall have the order of precedence of the document they are amending.**

**Article 2 Language of the contract**

2.1 The language used shall be English/Montenegrin/Croatian/ Bosnian.

**Article 4 Communications**

4.1 Communication details

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

[Full name]

[Full official address]

[Email: [complete]

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1 No liability / insurance measures are required.

12.2 No liabilities and/or insurance options are required.

**Article 13 Programme of implementation of the tasks**

13.2 No programme of implementation of the tasks is required.

**Article 15 Sufficiency of tender prices**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

**Article 18 Delivery order**

18.1On the date of signature of both contract parties.

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

19.1The **implementation period of tasks** shall be 170 calendar days from contract signature by the last part

**Article 26 General principles**

26.1 Payments shall be made in euro.

<Specify the administrative or technical conditions governing payment of pre-financing and final payments> Pre-financing is not applicable to this contract

Payments shall be authorised and made by <give the address of the relevant unit and any other relevant information>.

26.9 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a) **[**For the 40% pre-financing], [the invoice[[1]](#footnote-1)] [and] [the pre-financing guarantee][and insert either of the below sentences:

[if the total contract price is below or equal to EUR 60 000:]

[by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.]

[if the total contract price is above EUR 60 000 and when the pre-financing requested is below EUR 300 000:]

[by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required [[2]](#footnote-2).]

b) **[**For the 60 % balance] **[**For the 100 % balance], the invoice(s) [in triplicate] and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

**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**

29.1 The Incoterm applicable shall be DAP[[3]](#footnote-3).

29.4 The place of acceptance of the supplies shall be Put I bokeljske brigade 68, 85330 Kotor, Montenegro.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. <Specify the detailed arrangements for provisional acceptance>

**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 dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Montenegro in accordance with its national legislation.

\* \* \*

1. The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. / Prvi predfinansijski avans neće biti uslovljen dostavljanjem fakture i faktura nije potrebna. U slučaju da sistem elektronske razmjene iz člana 4.4 posebnih uslova nije aktiviran, izvođač mora poslati fakturu za predfinansijski avans. U suprotnom, prvi predfinansijski avans neće biti uslovljen dostavljanjem fakture i faktura nije potrebna. [↑](#footnote-ref-1)
2. See internal provision in the Companion Chapter 9./ Pogledaj internu odredbu u Pratećem poglavlju 9 [↑](#footnote-ref-2)
3. DAP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-3)