

## ***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 in one of the languages in official use in BiH (Bosnian/ Croatian/ Serbian)

#### **Article 4 Communications**

- 4.1 For the Contracting Authority, the following contact details shall be used:  
Cantonal Public Institution for the Protected Natural Areas, Branilaca Sarajeva  
28, 71000 Sarajevo; Elma Reiz Bašić elma.reiz-besic@zppks.ba
- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

#### **Article 7 Supply of documents**

Documentation with the delivered vehicle:

- Instructions for handling and maintenance of the vehicle
- Spare parts catalogue
- Service booklets for troubleshooting within the warranty period
- Complete documentation necessary for vehicle registration, including technical inspection
- Invoice for delivered vehicle (three copies)

Documentation will be submitted upon delivery of the vehicle.

#### **Article 8 Assistance with local regulations**

The provisions of the General Terms and Conditions of the Lessor's Financial Leasing Contract, which form an integral part of this Contract, as well as the provisions of the Law governing financial leasing, shall apply to everything that is not regulated by this Contract.

## **Article 9 General obligations**

- 9.9 Visibility activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the following link: [https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

## **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country as defined in European transnational programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

All supplies under this contract may originate from any country.

## **Article 11 Performance guarantee**

- 11 11.1 Upon concluding the Financial Leasing Contract, the contracting authority shall submit to the Contractor (Lessor) 1 (one) blank solo bill of exchange in the name of ensuring regular payment of due leasing fees. Along with the submitted blank solo bill of exchange, the contracting authority will submit signed and certified bill of exchange authorizations and a photocopy of the depot card.

The Contractor (Lessor) is authorized to activate the received financial guarantees in case the contracting authority does not regularly pay the due and agreed financial obligations. Before activating the received guarantee, the Contractor (Lessor) is obliged to warn the contracting authority about the missed deadline for payment. In the warning, the Contractor (Lessor) is obliged to give a reasonable deadline for the payment of the unpaid financial obligation. The deadline in the Notice cannot be shorter than 3 days.

If during the validity of the Financial Leasing Contract, and before its expiration, all bills of exchange are activated, the contracting authority is obliged to submit to the Contractor the same number of new bills in the manner specified in paragraph 1 of this Article.

If there is a change of the person authorized to represent, i.e. the persons authorized to dispose of funds from the current account with the contracting authority during the validity of the Financial Leasing Contract, the contracting authority is obliged to submit new bills of exchange to the Contractor (Lessor) as a replacement for previously submitted - no later than 3 (three) days from the date of such change.

The Contractor (Lessor) will return the received and unused bills of exchange to the contracting authority no later than 7 (seven) days from the date of expiration of this contract.

- 11.2. When signing this contract, the Supplier of the leasing object is obliged to submit a means of financial security for the good performance of the work, namely a blank promissory note, which must be recorded in the Register of Bills of Exchange and authorizations of the National/Central Bank of Bosnia and Herzegovina.

The bill of exchange must be stamped and signed by a person authorized to represent the Supplier, and it must be accompanied by a bill of exchange authorization - letter, indicating the amount of 10% of the contract value excluding VAT, and clauses: unconditional and payable on first call. The bill of exchange must be accompanied by a copy of the card of deposited signatures issued by the commercial bank, which the Contractor (Lessor) states in the bill of exchange authorization - letter.

The term of validity of the bill of exchange must be longer than 10 days from the term of this contract, and the same number of days is stated in the bill of exchange authorization - letter.

The contracting authority will redeem the given bill of exchange if the Contractor (Lessor) fails to perform its contractual obligations within the deadlines and in the manner provided for in this contract.

If the Contractor (Lessor) does not submit the bill of exchange when signing the Contract, it will be considered that he refused to sign the Contract and the Contract will not be considered as concluded.

## **Article 12 Liabilities and insurance**

12.1(a) Contracting authority is liable for damage caused by failure to maintain the leased item in good condition, i.e. by performing repairs outside authorized services and using non-original spare parts.

12.1(b) For the duration of the contract, contracting authority is solely liable for damages caused to third parties by using the leased asset.

Upon taking over the leased item, the risk in the event of failure or the risk of damage to the leased item passes from the Contractor (Lessor) to the contracting authority

12.2(a) Contracting authority undertakes to, no later than the deadline for delivery of the leased object, conclude contracts on its insurance against auto liability risk and full "casco" insurance risk with the included risk of theft. A copy of the policy on contracted insurance Contracting authority will delivered to the Contractor (Lessor) on the day of delivery of the leased object.

If insured cases occur, contracting authority reports the damage to its insurer without delay, in accordance with the insurance conditions, and at the same time submits a copy of the report to the Contractor (Lessor).

In case that the Insurer assesses the damage caused to the subject of leasing as total, the Contractor (Lessor) is authorized to contact the Insurer of the contracting authority and to take all actions necessary for the payment of these damages. In this case, the Contractor (Lessor) will cooperate with the contracting authority in damages proceedings.

In case the Insurer assesses the damage to the leased object as a partial, the record of the damage assessment is signed by the Insurer and the contracting authority. The contracting authority will continue to use the subject of the lease after the partial damage has been repaired, provided that it has settled all due obligations towards the Contractor (Lessor) by then.

In case the damage caused for any reason cannot be compensated on the basis of the contracted insurance, the contracting authority is obliged to repair the subject of leasing at his own expense, ie. to restore it to its original state.

If in the mentioned case the contracting authority would return the damaged object to the Contractor (Lessor) before the repair, he is obliged to pay the incurred damage which is the difference between the estimated value of the object of leasing by the authorized appraiser of the Contractor's (Lessor's) choice and the sum of the principal of all future contracted leasing instalments and all unpaid due and due instalments and leasing costs with accrued interest until the moment when the contract is considered terminated.

- 12.2(b) All insurance costs including transportation will be borne by the Contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

The Incoterm applicable shall be DDP

### **Article 13 Programme of implementation of tasks**

The delivery deadline for the leased item is 30 calendar days from the date of signing this Contract.

If during the handover it is determined that the delivered object of leasing has remediable defects, the Contracting authority will make a complaint of such defects within 5 (five) days. Upon elimination of remediable defects, the Contracting authority shall take over the subject of leasing in the manner provided by this Contract.

For the entire duration of this Contract, the Contractor is the sole and sole owner of the leased object. The Contractor acquires the right of ownership over the subject of leasing upon concluding the Delivery Agreement.

Within 7 (seven) days after the delivery of the subject of leasing The Contractor is obliged to submit a request for entry of the concluded contract in the Register of Financial Leasing, kept by the Business Registers Agency.

The request for amendment, supplementation or deletion of data is submitted by the Contractor within 7 (seven) days from the moment of occurrence of the facts that conditioned that amendment/deletion.

### **Article 14 Contractor's drawings**

- 14.1 N/A

### **Article 15 Sufficiency of tender prices**

- 15.1 The prices in the contract are fixed and not subject to any revision.

### **Article 16 Tax and customs arrangements**

- 16.1 The European Commission and & Bosnia and Herzegovina have agreed in Framework: Agreement between B&H and the European Commission on the Arrangements for implementation of Union Financial Assistance to B&H under IPA II (article 27. paragraph 1) point (f) and article 28. to fully exonerate the following taxes value added taxes (VAT). Variant solutions Tenderers are not authorized to tender for a variant in addition to this tender.

## **Article 17 Patents and licences**

- 17.1 The fee for the use of patents, as well as the responsibility for the infringement of protected intellectual property rights of third parties shall be borne by the Contractor.

## **Article 18 Commencement order**

- 18.1 The implementation of the task is to commence from the date of signature of the contract by the last party.

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

- 19.1 The implementation period of tasks shall be 90 calendar days from the date of signature of the contract by the last party.

## **Article 24 Quality of supplies**

- 24.2 The quality of the subject of leasing - SUV vehicle means that its technical unity meets at least all the technical and functional characteristics that the contracting authority requested and stated in Annex II + III – Technical Specifications + Technical Offer.

During delivery, the contracting authority will determine (control) the quality of the delivered vehicle, ie. will compare its technical characteristics with the characteristics stated by the contractor in its submitted Technical Offer.

## **Article 25 Inspection and testing**

- 25.2 The contracting authority will functionally test the delivered vehicle, ie. will check whether its performance characteristics are in accordance with those specified by contractor in the submitted Technical Offer.

If during the quality control of the delivered vehicle it is determined that it has defects, it will be stated what kind of defect they are, ie. whether they are remediable or irrecoverable.

The remediable shortcomings the contracting authority will be complained, ie. will require the Contractor to rectify them immediately. The deadline for elimination of defects is a maximum of 5 days from the day of the complaint. In case of failure to comply with the reclamation, the contracting authority will not receive such a vehicle (it will be returned by the Contractor). The certificate of provisional acceptance will state the return of the vehicle due to failure after a complaint, and the Financial Leasing contract will be terminated.

The irreparable shortcomings the contracting authority will not be complained but will be returned immediately by the Contractor. The certificate of provisional acceptance will state the return of the vehicle because it has irreparable shortcomings, and the Financial Leasing Contract will be terminated.

## **Article 26 General principles for payments**

- 26.1 The Contracting authority will pay the subject of leasing through financial leasing on three instalments in accordance with the accepted Calculation of leasing fee and accepted Calculation of other costs in accordance with the concluded Financial Leasing Agreement as well as the accepted Payment Plan.

Payments shall be made in BAM.

The Contracting authority will start payment upon delivery of the leased goods and in all respects according to the Payment Plan submitted by the Contractor. The description of the payment terms is determined by the Financial leasing contract.

The Contracting authority reserves the right to make the payment of the total lease fee before the expiration of three months.

Payments shall be authorised and made by Cantonal Public Institution for the Protected Areas, Branilaca Sarajeva 28/1, 71000 Sarajevo, Bosnia and Herzegovina

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

The contractor is obliged to prepare and submit a Payment plan. The Payment plan is submitted together with the Financial leasing contract. The Payment plan must be in accordance with the Payment plan submitted to the contracting authority with the bid from the public procurement procedure.

- 26.9 The contracting authority obligations under the Financial Leasing Contract cannot be changed during the validity of the Contract except in the case of early repayment.

## **Article 28 Delayed payments**

- 28.2 In case of a delay in the payment of any due financial obligation the contracting authority undertakes to pay the Contractor statutory default interest as well as the cost of delivering the notice.

The amount of default interest rate cannot be higher than prescribed by law.

If the contracting authority is late in regularly settling due financial obligations, the Contractor is obliged to send a warning to the contracting authority in advance about late payment.

If contracting authority makes the payment of due but unpaid financial obligations within the deadline from the reminder, the Contractor will submit to the contracting authority a reasoned and binding Calculation of default interest (including the costs of delivery notice) for payment.

In the event that the contracting authority pays any financial obligation premature, the Contractor will not refund the amount paid, nor is it obliged to charge interest on such amount paid, on the basis of which future financial obligations of the contracting authority could be reduced.

## **Article 29 Delivery**

- 29.3 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be protected so as to prevent their damage or deterioration in transit to their destination

### **Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. The certificate of provisional acceptance shall specify:

- the circumstance whether the delivered vehicle meets the technical and functional characteristics and the required quality.
- the circumstance whether the delivered vehicle has remediable or irreparable defects, in case of irreparable defects the Protocol on handover will state the return of the vehicle
- the circumstance whether there are remediable technical defects of the delivered vehicle, ie. complaint of remediable deficiencies and deadline for their elimination. In case of non-compliance with the complaint, the Protocol will state the return of such a vehicle
- circumstance related to compliance with the agreed delivery deadline. In case of delay, the number of days of delay will be stated
- the circumstance whether the complete documentation stated in the previous paragraph of this technical description was delivered to the Contracting authority upon delivery and whether the "zero" service was performed on the vehicle.

The certificate of provisional acceptance must contain the business name and registered office of the Supplier of the leased object, the Lessor and the Contracting authority (Lessee), brand, type, manufacturer and year of production of the vehicle, number and date of the public procurement contract, date and place of delivery.

The certificate of provisional acceptance is signed by the authorized persons of the Contracting authority (Lessee) and the Supplier of the leased object. A copy of the signed certificate of provisional acceptance shall be delivered to the Lessor on the same day.

The certificate of provisional acceptance is made after the handover of the vehicle is completed.

Signing of certificate of provisional acceptance is a precondition for realising the payment.

### **Article 32 Warranty obligations**

The Contractor is obliged to provide assistance for the entire duration of the basic contractual guarantees, which includes: mobile service, towing of vehicles, service-replacement vehicle, delivery of spare parts, service information.

- 32.6 The warranty period for the entire vehicle/engine is 60 months or 100.000 kilometres travelled from the day of delivery of the goods.

The warranty period for the body (anti-corrosion protection) is 24 months from the day of delivery of the goods.

The authorized service for servicing the vehicle during the warranty period is 24 months

- 32.7 The warranty must remain valid for 5 years after provisional acceptance.

### **Article 33 After-sales service**

- 33.1 The Contractor shall provide or secure the provision of a local reliable after-sales service, therefore guaranteeing maintenance, technical back up and the rapid replenishment of spare parts and consumables for the offered goods for the period of 1 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 relevant court in Sarajevo in accordance with the national legislation of the state of the contracting authority.

#### **Article 44 Data protection**

The Contract with all attachments and all documentation is kept in a place that guarantees the security of data that is a business secret and which can be known only to persons directly working on the implementation of the Contract, and who justifiably need access to such information in order to perform the Contract.

The contracting parties undertake not to disclose to the third party, without the written consent of the other party, any confidential information or data relating to the business of the contracting parties, which are related to this contract.

The obligation of confidentiality will remain in force for a period of 6 years from the date of execution of the Contract.

\* \* \*