



Finansira Evropska unija



IPA CROSS - BORDER COOPERATION PROGRAMME  
BOSNIA AND HERZEGOVINA - MONTENEGRO

## 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 pojačavaju i dopunjuju, ako je potrebno, opšte uslove koji uređuju ugovor. Ako posebnim uvjetima nije drugačije određeno, ti opći uvjeti ostaju u potpunosti primjenjivi. Numeriranje članaka iz posebnih uslova nije uzastopno, već prati numeriranje članaka iz opštih uslova. U izuzetnim slučajevima i uz odobrenje odgovarajućih odjela Komisije, mogu se dodati i druge klauzule koje pokrivaju određene situacije.

#### Article 2 Language of the contract / jezik ugovora

- 2.1 The language used shall be English and one of the official languages of BiH. / Jezik ugovora će biti Engleski i jedan od tri zvanična jezika u BiH

#### Article 4 Communications / Komunikacija

- 4.1 For Contracting Authority: / Za Ugovorni organ

Name/ Ime:	Sarajevska regionalna razvojna agencija SERDA
Contact person /Kontakt osoba	Mr. Admir Hasić
Address/ adresa:	Kolodvorska 6, 71000 Sarajevo
Telephone/ telefon:	+387 33 648 686, +387 33 641 520
Fax:	+387 33 663 923
E-mail:	<a href="mailto:admir@serda.ba">admir@serda.ba</a> , <a href="mailto:serda@serda.ba">serda@serda.ba</a>

For Contractor: / Za dobavljača

Name/ Ime:	To be completed / Potrebno popuniti
Contact person/ Kontakt osoba:	Salko Maksumić



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Address/ adresa:	Tvornička 3, 71210 Ilidža
Telephone/ telefon:	033 789 745 / 748
Fax:	033 789 747
E-mail:	info@excellent.ba

## Article 7 Supply of documents / Dostavljanje dokumenata

The contractor will provide following documents to the Contracting Authority: / *Ponudač će dostaviti sljedeće dokumente Ugovornom organu.*

- Electrical installations design for larger solar system and electrical installation design for smaller solar system. This will be typical situation design, prepared by an engineer for two types of system that will be used for all 30 objects. / - *Dizajn električnih instalacija za veći solarni sistem i dizajn električnih instalacija za manji solarni sistem. Ovo će biti tipični dizajn situacije, koji je pripremio inženjer za dvije vrste sistema koji će se koristiti za svih 30 objekata.*
- Factory certificates for supplied equipment. / *Fabrički certifikati za dostavljenu robu*
- CE Certificate / *CE certifikat o usklađenosti sa EU standardima*
- Instructions for installation, dismantling and usage of installed solar systems in local language. The contractor is responsible to prepare this document and submit it to Contracting Authority, while the Contracting Authority is responsible to disseminate this document to all relevant beneficiaries. / *Upute za instalaciju, demontažu i upotrebu instaliranih solarnih sistema na lokalnom jeziku. Dobavljač je odgovoran pripremiti ovaj dokument i predati ga Ugovornom organu, dok je Ugovorni organ odgovoran za distribuciju ovog dokumenta svim relevantnim korisnicima.*

## Article 8 Assistance with local regulations / Pomoć sa lokalnim zakonima

No authorizations or permits are required. / *Nisu potrebne dozvole.*

## Article 9 General obligations / Opće obaveze

- 9.9 The Contractor has to comply with its minimum obligation toward visibility. The minimum obligation regarding visibility is provision of EU stickers to be placed at all delivered solar panels. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: [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/). *Dobavljač se mora pridržavati svoje minimalne obaveze prema vidljivosti. Minimalna obaveza u pogledu vidljivosti je osiguravanje naljepnica EU koje se postavljaju na sve isporučene solarne panele. Ove aktivnosti moraju biti u skladu s pravilima utvrđenim u Priručniku za komunikaciju i vidljivost za vanjske akcije EU objavljenom na web stranici Generalne direkcije za međunarodnu saradnju i razvoj.*





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## Article 10 Origin / Porijeklo

- 10.1 All goods purchased may originate from any country. 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./ *Sva kupljena roba može potjecati iz bilo koje zemlje. U ove svrhe, „porijeklo“ znači mjesto gdje se roba kopa, uzgaja, proizvodi i/ili iz koje se pružaju usluge. Porijeklo robe mora se utvrditi u skladu sa Carinskim zakonikom EU ili odgovarajućim međunarodnim sporazumom koji se primjenjuje.*

## Article 11 Performance guarantee / Garancija za uredno ispunjenje ugovora

- 11.1 Performance guarantee is required./ *Garancija za uredno ispunjenje ugovora je potrebna.*

The successful tenderer will be asked to provide a performance guarantee of 5% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender. / *Od odabranog ponuditelja će se tražiti garancija za dobro izvršenje posla u iznosu od 5% od iznosa ugovora prilikom potpisivanja ugovora. Ovo jamstvo mora biti dostavljeno zajedno s povratom potpisanog ugovora najkasnije 30 dana nakon što ponuditelj primi ugovor potpisan od strane ugovornog tijela. Ako odabrani ponuditelj ne dostavi takvo jamstvo u tom roku, ugovor će biti ništavan i može se sastaviti novi ugovor koji se šalje ponuditelju koji je podnio sljedeću najjeftiniju ponudu.*

## Article 12 Liabilities and insurance / Osiguranje

- 12.1. No insurance needed. / *Nije potrebno osiguranje.*

## Article 13 Programme of implementation of tasks / Program realizacije zadataka

- 13.2 The timetable for submission and approval of the programme of implementation of the tasks, with dates and deadlines will be defined with the contractor during the contracting period. / *Vremenski raspored za podnošenje i odobravanje programa realizacije zadataka, sa datumima i rokovima, biće definisan sa dobavljačem tokom perioda ugovaranja.*

## Article 14 Contractor's drawings / Naerti dobavljača

- 14.1 Required drawings are related to document stipulated in the article 7, paragraph 1. / *Potrebni crteži (grafički prikaz) povezani su sa dokumentom navedenim u članu 7, stav 1.*



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## Article 15 Sufficiency of tender prices / Dovoljnost cijena ponude

- 15.1 No additional provisions regarding Article 15 of the general conditions./ *Nema dodatnih odredbi.*

## Article 16 Tax and customs arrangements / Porezni i carinski aranžmani

- 16.1 In accordance with Financing Agreement between the European Commission and Bosnia and Herzegovina, Instruction on claiming the customs duties and taxation payment exemption in accordance with the Framework Agreement between Bosnia and Herzegovina and the European Commission on the rules for cooperation to implement EC financial assistance to Bosnia and Herzegovina under the Instrument for Pre-Accession Assistance (IPA II) (Official Gazette of BiH No. 91/15), as well as the VAT tax exemption certificate no. IPA II DEU 2020/4136515, issued by the Delegation of the European Union to B&H to allow full exemption from the following taxes:

- Customs duties, import duties, taxes or fiscal charges having equivalent effect;
- Value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect.

The delivery conditions are DDP as mentioned in the general conditions.

*U skladu sa Finansijskim sporazumom između Evropske komisije i Bosne i Hercegovine, Instrukcija o postupku ostvarivanja carinskih i poreznih oslobođenja u skladu sa Okvirnim sporazumom između Bosne i Hercegovine i Evropske komisije o aranžmanima za provođenje finansijske pomoći Unije Bosni i Hercegovini u okviru Instrumenta pretpristupne pomoći (IPA II) (Službene novine BiH broj 91/15), kao i Potvrdom o oslobođenju od poreza na dodanu vrijednost broj IPA II DEU 2020/4136515 kako bi se omogućilo potpuno oslobođenje od sljedećih poreza:*

- *Carine, uvozne carine, porezi ili fiskalne takse sa jednakim učinkom;*
- *Porez na dodatu vrijednost, dokumentarni pečat ili carine za registraciju ili fiskalni troškovi s jednakim učinkom.*

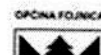
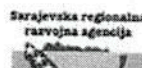
*Uvjeti isporuke su DDP kao što je spomenuto u općim uvjetima.*

## Article 17 Patents and licences / Patenti i dozvole

- 17.1 There is no derogation from Article 17 of the general conditions./ *Nema odstupanja od člana 17. Opštih uslova*

## Article 18 Commencement order / Nalog za početak

- 18.1 The implementation of the tasks is to commence on the date when the second party signs the contract. / *Provedba zadatka započinje sa danom kada druga strana potpiše ugovor.*







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## **Article 19 Period of implementation of the tasks / Period implementacije aktivnosti**

- 19.1 The period of implementation of the tasks (delivery, installation and training) is from the date of contract signing until 30 June 2021./ *Period implementacije aktivnosti (isporuke, instalacije i obuke za korištenje) traje od dana potpisivanja ugovora do 30. juna 2021.godine.*

## **Article 24 Quality of supplies / Kvalitet robe**

- 24.2 As stipulated in Article 7, paragraph 2, factory certificates and CE Certificate are to be provided to the Contracting Authority./ *Kao što je određeno članom 7, stav 2, fabrički certifikati i CE certifikat o usklađenosti sa EU standardima se moraju dostaviti naručiocu.*

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

- 25.2 Upon completion of work each solar system will be tested and put in use, in presence of Contracting Authority and beneficiaries, and acceptance of the goods will be signed by all parties. / *Po završetku posla, svaki solarni sistem će biti testiran i pušten u upotrebu, u prisustvu naručioca i korisnika, a prihvatanje robe potpisat će sve strane.*

## **Article 26 General principles for payments / Opšti uslovi za plaćanje**

- 26.1 Payment will be made in 100% of the amount after the delivery and instalment of the equipment, completed training and submitted Manual for use, with a Report on the activities carried out and a Certificate of provisional acceptance. / *Plaćanje će se izvršiti u 100% iznosu nakon isporučene i instalirane opreme, izvršene edukacije i dostavljenog Priručnika za korištenje, uz Izvještaj o provedenim aktivnostima i potvrde o privremenom prihvatanju.*
- 26.2 Payments shall be made in BAM. *Plaćanje će se izvršiti u KM.*
- 26.3 Payments shall be authorised by the director of Sarajevo Economic Development Agency SERDA./ *Uplate će odobriti direktor Sarajevske regionalne razvojne agencije SERDA.*
- 26.4 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./ *Iznimno, konačna isplata izvođaču dugovanih iznosa izvršit će se u roku od 90 dana nakon što Ugovorni organ primi račun i potvrdu o privremenom prihvatanju.*
- 26.5 In order to obtain payments, the contractor must forward to the authority the two original invoices in together with the request for provisional acceptance of the supplies./ *Da bi izvršio isplate, dobavljač mora proslijediti Ugovornom organu dva primjerka originalne fakture, zajedno sa zahtjevom za privremeni prijem robe.*



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## **Article 28 Delayed payments / Zakašnjela plaćanja**

- 28.2 By 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. / *Odstupajući od člana 28.2 opštih uslova, nakon što istekne rok predviđen članom 26.3, izvođač će na zahtjev imati pravo na zateznu kamatu po stopi i za period naveden u općim uslovima. Zahtjev se mora podnijeti u roku od dva mjeseca od primanja zakašnjele uplate.*

## **Article 29 Delivery / Dostava**

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations. / *Pakovanje će postati vlasništvo primatelja podložno ekološkim pitanjima.*

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

- 31.1. The certificate of provisional acceptance must be issued using the template in Annex C11. The date of signing of the provisional acceptance certificate is the date of the delivery of the solar panels to the beneficiaries. / *Potvrda o privremenom prihvatanju mora se izdati koristeći obrazac iz Aneksa C11. Datum potpisivanja Potvrde o privremenom prijemu je datum isporuke solarnih panela korisnicima.*

## **Article 32 Warranty obligations / Garancija**

- 32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. / *Dobavljač jamči da je roba nova, nekorisštena, najnovijeg modela i da uključuje sva nedavna poboljšanja u dizajnu i materijalima. Dobavljač će nadalje jamčiti da nijedan sistem nema nedostataka koji nastaju zbog dizajna, materijala ili izrade.*
- 32.7 The warranty must remain valid for 12 months after provisional acceptance. The warranty will require 72 hours response time for servicing. / *Garancija mora ostati na snazi 12 mjeseci nakon privremenog prijema. Jamstvo će zahtijevati odziv od 72 sata na zahtjeve za servis opreme.*

## **Article 33 After-sales service / Post-prodajne usluge**

- 33.1 No after sales service is required beyond warranty services. / *Nikakve post-prodajne usluge nisu potrebne mimo usluga definisanih garancijom.*

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

- 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 responsible courts Montenegro in accordance with the national legislation of the state of the contracting authority. / *Svi*



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*sporovi koji proizilaze iz ovog ugovora ili se odnose na njega i ne mogu se drugačije riješiti, biće prepušteni isključivoj nadležnosti nadležnih sudova Bosne i Hercegovine, u skladu sa nacionalnim zakonodavstvom države naručioca.*

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

Not applicable./ Nije primjenljivo

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