# *SPECIAL CONDITIONS*

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**Article 2 Language of the Contract**

2.1 The language used shall be English / programme participating countries languages (Serbian, Bosnian, Croatian) and Latin letter only.

**Article 4 Communications**

4.1 **For the Contracting Authority:**

Boro Lučić  
Water supply and sewerage, Herceg Novi, Put X hercegovačke brigade 3, 85340 Herceg Novi, Montenegro  
E-mail: [direktor.vikhn@gmail.com](mailto:direktor.vikhn@gmail.com)

**For the Contractor:**

<Contact name  
Address  
E-mail>

**Article 6 Subcontracting**

6.1 Subcontracting statement shall be delivered after contract signature.

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The performance guarantee is 5% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and Insurance**

12.1a) No liability / insurance measures are required.

12.1b) No liability / insurance measures are required.

12.2. Insurance

In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*"the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities."[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 Delivery of supplies will be done within 90 days of contract signing by both parties

**Article 18 Commencement order**

18.1Implementation of the tasks commences on the date of signature of both contract parties

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

19.1The implementation period of the tasks is 90 calendar days in relation to the date stipulated in the previous Article

**Article 26 General principles for payments**

26.1 Payments shall be made in euros

Final payment will be done after completion of the task

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

1. By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is predicted

b)For the final payment, the invoice(s) 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 Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination

The packaging shall remain the property of the Contractor subject to environmental considerations.

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for two years 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 court of Montenegro in accordance with the national legislation of the state of the Contracting Authority

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)