



SPECIAL CONDITIONS

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. In exceptional cases, and with the authorisation of the competent Commission departments, other clauses may be introduced to cover specific situations.

Article 1 Law applicable

1.1 The law of the Republic of Croatia shall apply in all matters not covered by the provisions of the contract.

1.2 The language used shall be English or Croatian.

Article 2 Communications

Any written communication relating to this Contract between the Grant Beneficiary, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Gant Beneficiary:

Name:	Osnovna škola Veliki Bukovec
Address:	Dravska 42, Veliki Bukovec 42231 Mali Bukovec
Telephone:	042-840-224
Fax:	042-840-224
E-mail:	os-veliki-bukovec-001@skole.t-com.hr

For the Contractor:

Name:	
Address:	
Telephone:	
Fax:	
E-mail:	

Article 3 The Contractor's obligations

3.1 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/work/visibility/index_en.htm

Article 4 Origin

4.1 The origin of the goods shall be determined according to the rules laid down in the Community Customs Code or the international agreements to which the country concerned is a signatory.]

Article 5 Performance guarantee

The amount of the performance guarantee shall be 5% of the Contract Value.

Article 6 Programme of implementation of the tasks (timetable)

By signing the contract, the Contractor agrees to adhere to the deadlines set by the Grant beneficiary meaning that these deadlines are binding and cannot be altered.

Delivery shall be made at the latest 15 days after the commencement of the Contract.

Installation (Annex II: Technical Specifications) shall be made at the latest 15 days after the commencement of the Contract.

Article 8 Tax and customs arrangements

For supplies manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Grant Beneficiary, all duties and taxes applicable to their importation, including VAT shall be excluded.

Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

Article 9 Commencement order

9.1 The Contract shall commence on the day of signature of the Contract by the last contract party.

Article 10 Period of Implementation of the tasks

10.1 The implementation period will last 15 days, starting as specified in the Article 18 and ending on the day of issuance of the certificate of Provisional Acceptance.

Article 11 Methods of payment

11.1 Payments shall be made in national currency.

The Contractors invoices shall be issued in KUNA. Payments shall be authorised and made by Osnovna škola Veliki Bukovec. Contractors must present proof of origin to the Grant Beneficiary no later than when the first invoice is presented

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

- a) For the 40% pre-financing, in addition to the payment request, the performance guarantee.
- b) For the 60% balance, the invoice(s) in duplicate following provisional acceptance of the supplies.

Article 13 Delivery

13.1 The 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.

13.2 The packaging shall become the property of the recipient subject to respect for the environment.

13.3 The documents which have to accompany the delivery include:

- a) A detailed packing list identifying the contents of each package
- b) Usual transport document
- c) Technical documentation/operating instructions and certificates, as specified in the Technical Specifications (Annex II)
- d) The package should bear the following identification:

Contract Title: *Purchase of 5 mobile learning labs, Supply of ICT Equipment*

Identification number: *Tender NP-001*

(Number and Description of Item)

(Address of the place of delivery)

Article 14 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex V. The Contractor shall deliver to the Grant Beneficiary, together with the request for provisional acceptance, 2 copies of the Provisional Acceptance Certificate signed by the Contractor and the Beneficiary. The request for provisional acceptance to the Grant Beneficiary should take place before the deadline specified in Article 13 of these Special Conditions. The Provisional Acceptance Certificate shall be issued by the Grant Beneficiary as stipulated in Article 31 of the General Conditions

Article 15 Warranty

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. This warranty shall remain valid for one year after provisional acceptance.

Article 16 Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Commercial Court in Zagreb, Amruševa 2, Croatia applying the national legislation of the Grant Beneficiary.