***POSEBNI USLOVI /****SPECIAL CONDITIONS*

**SADRŽAJ /***CONTENTS*

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| **VAŽNO!**  **Ovi uslovi proširuju i po potrebi dopunjuju Opšte uslove koji uređuju Ugovor. Osim ako Posebni uslovi ne predviđaju drugačije, ti Opšti uslovi ostaju u potpunosti primjenjivi. Numeracija članaka Posebnih uslova nije uzastopna već slijedi numeraciju članaka Opštih uslova.**  *IMPORTANT!*  *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.* |

**Član 2/** *Article 2* **Jezik ugovora /***Language of the Contract*

2.1 **Jezik koji se koristi bit će engleski ili bilo koji službeni jezik u Bosni i Hercegovini i samo latinično pismo** / *The language used shall be English* *or in any of official languages of Bosnia and Herzegovina and Latin letter only.*

**Član 4 /***Article 4* **Komunikacija/** *Communications*

4.1 **Za Ugovorni organ**/*For the Contracting Authority:*

Ivana Tomičević  
Svetog Save 17

74450 Brod

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**Član 6 /** *Article 6* **Podugovaranje/***Subcontracting*

6.1 **Izjava o podugovaranju dostavlja se nakon potpisivanja ugovora.** / *Subcontracting statement shall be delivered after contract signature.*

**Član 10/** *Article 10* **Porijeklo/***Origin*

10.1 **Sve isporuke prema ovom ugovoru mogu imati porijeklo iz bilo koje zemlje**. / *All supplies under this contract may originate from any country.*

**Član 11 /***Article 11* **Garancija za dobro izvršenje posla/***Performance guarantee*

11.1 **Iznos garancije za dobro izvršenje posla će biti 5 % ukupne ugovorne cijene, uključujući sve iznose navedene u dodacima Ugovora.** / *The amount of the performance guarantee shall be 5 % of the total Contract price, including any amounts stipulated in addendum to the Contract.*

**Član 12/** *Article 12* **Obaveze i osiguranje /***Liabilities and Insurance*

12.1a) **Odabrani ponuđač će izvršiti nabavku, isporuku, istovar, montažu i puštanje u rad mašine, na takav način da će obezbijediti sve potrebno da se to izvrši bez štete do krajnje destinacije**. / *The selected bidder will procure, deliver, unload, installation, and commission the machine in such a way that it will provide everything necessary to do so without damage to the final destination.*

**Izabrani ponuđač snosi troškove obezbjeđenja transporta, montaže, istovara i puštanja mašine u rad do lokacije Naručioca**. / *The selected tenderer bears the costs of securing the transport, unloading, installing and commissioning of the goods to the location of the Contracting Authority*

12.1b) **U slučaju kašnjenja u isporuci robe, prouzrokovanog krivicom ponuđača, ponuđač se obavezuje da plati ugovornu kaznu ugovornom organu u iznosu od 1% od vrijednosti opreme, za svaki dan kašnjenja do uredno ispunjenja, s tim da ukupan iznos ugovorene kazne ne može biti veći od 10% vrijednosti ugovora.** /*In the event of a delay in the delivery of goods, caused by the fault of the tenderer, the tenderer commits to pay a contractual penalty to the Contracting Authority in the amount of 1% of the value of the equipment, for each day of delay until orderly fulfillment, with the total amount the agreed penalty cannot exceed 10% of the contract value.*

**Izabrani ponuđač je dužan da ugovorenu kaznu plati u roku od 7 (sedam) dana od dana prijema zahtjeva za plaćanje od Naručioca**.*The selected tenderer is obliged to pay the agreed penalty within 7 (seven) days from the day of receipt of the request for payment from the Contracting Authority.*

**Ugovorni organ neće naplatiti ugovorenu kaznu ako je do kašnjenja došlo zbog više sile. Pod višom silom podrazumijevaju se vanredni događaji koji se ne mogu predvidjeti, koji su se desili bez volje i uticaja ugovornih strana i koje ugovorna strana pogođena višom silom nije mogla spriječiti. Poplave, zemljotresi, požari, rat, nemiri, štrajkovi, imperativne odluke vlasti kao što su zabrana saobraćaja, uvoza, izvoza i slično mogu se smatrati višom silom. Ugovorna strana koja je pogođena višom silom dužna je odmah pismeno obavijestiti drugu stranu o nastanku više sile i dostaviti odgovarajuće dokaze.***The contracting authority will not collect the agreed penalty if the delay occurred due to force majeure. Force majeure means extraordinary events that cannot be foreseen, which occurred without the will and influence of the contracting parties and which could not have been prevented by the contracting party affected by force majeure. Floods, earthquakes, fires, war, riots, strikes, imperative decisions of the authorities such as prohibition of traffic, import, export and similar can be considered as force majeure. The contractual party that is affected by force majeure is obliged to immediately inform the other party in writing about the occurrence of force majeure and to submit appropriate evidence.*

12.2b) **paragraf 2**/*paragraph 2*

**DDP - Isporučena carinjeno: Incoterm koji nameće prodavcu maksimalne obaveze prema transportu i rizicima gubitka i štete povezane sa robom: "prodavac isporučuje robu kada je roba stavljena na raspolaganje kupcu, ocarinjena za uvoz na pristiglom prevoznom sredstvu spremnom za istovar u naznačenom odredišnom mestu. Prodavac snosi sve troškove i rizike vezane za dovođenje robe do odredišnog mesta i ima obavezu da izvrši ocarinjenje robe ne samo za izvoz, već i za uvoz i uvoz, i da plati sve formalne carine za uvoz i uvoz." Prijenos rizika i troškova nastaje na mjestu istovara robe na ugovorenom mjestu odredišta.**

***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.*

**Član 13 /** *Article 13* **Program realizacije zadataka /** *Programme of implementation of tasks*

13.2 **Period realizacije zadataka je ukupno 210 kalendarskih dana od potpisivanja ugovora. Ovaj period uključuje nabavku, isporuku, montažu i puštanje u rad mašine u roku od 180 kalendarskih dana od strane ponuđača i 30 dana da Ugovorni autoritet izda potvrdu o privremenom prihvatanju./** *The period of implementation of the tasks is a total of 210 calendar days from the signing of the contract. This period includes the procurement, delivery and commissioning of the machine within 180 calendar days by the bidder and 30 days for the Contracting Authority to issue a certificate of provisional acceptance***.**

**Član 18. /**Article 18 **Nalog za početak postupka/***Commencement order*

18.1 **Na dan obostranog potpisivanja Ugovora. /** *On the date of signature of both contract parties*

**Član 19. /***Article 19* **Period implementacije ugovora/** *Period of implementation of the tasks*

19.1 **Od potpisivanja ugovora do privremenog prihvaćanja - 210 kalendarskih dana.** / *From signing the contract to provisional acceptance - 210 calendar days*

**Član 26.** *Article 26* **Opšti uslovi plaćanja/***General principles for payments*

26.1 **Plaćanje će biti izvršeno u nacionalnoj valuti KM ili EUR**. / *Payments shall be made in EUR/BAM*

**Uplate će odobriti i izvršiti Opština Brod, Svetog Save 17, 74450 Brod, BiH.** / *Payments shall be authorised and made by Municipality of Brod, Svetog Save 17, 74450 Brod, Bosnia and Herzegovina.*

26.5 **Kako bi plaćanje bilo izvršeno, Dobavljač mora dostaviti navedenom organu u stavu 26.1. iznad:**

1. **Za konačnu isplatu (100%), računi u tri primjerka zajedno sa zahtjevom za privremeno prihvaćanje robe**

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

*a)**For the final payment (100%), the invoices in triplicate together with the request for provisional acceptance of the supplies*.

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

28.2 **Izuzetno od člana 28.2 Opštih uslova, nakon isteka roka predviđenog u članu 26.3, Dobavljač će, na zahtjev, imati pravo na zateznu kamatu po stopi i za period navedeni u Opštim uslovima. Zahtjev se mora podnijeti u roku od dva mjeseca od prijema zakasnele uplate.** *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.*

**Član 29/** *Article 29*  **Dostavljanje/** *Delivery*

29.3 **Ambalaža postaje vlasništvo primatelja uz poštovanje ekoloških uvjeta.** / The packaging shall remain the property of the Contractor subject to environmental considerations.

**Član 31 /***Article 31* **Privremeno prihvaćanje/***Provisional acceptance*

**Potvrda o privremenom prihvaćanju mora se izdati pomoću predloška u Dodatku 23.** / The Certificate of Provisional Acceptance must be issued using the template in Annex 23.

**Član 32/** *Article 32* **Garantne obaveze/***Warranty obligations*

32.7 **Garantni period mora ostati važeći 1 godinu nakon privremenog prihvaćanja**. / *The warranty must remain valid for one year after provisional acceptance.*

**Član 33/** *Article 33* **Usluge nakon prodaje/** *After-sales service*

33.1 n/a

**Član 40/** *Article 40* **Rješavanje sporovoa/** *Settlement of disputes*

40.4 **Svi sporovi proizašli iz ili u vezi sa ovim Ugovorom koji se ne mogu riješiti na drugi način bit će upućeni u isključivu nadležnost suda u Doboju u skladu sa nacionalnim zakonodavstvom države ugovornog organa.** / *Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of court in Doboj in accordance with the national legislation of the state of the Contracting Authority.*

\* \* \*

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