# *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 English.

**Article 4 Communications**

4.1 Contact details for the Contracting Authority:

Contact person: Prof. Dame Dimitrovski

Address: Faculty of Mechanical Engineering,

Ruger Boskovik nn,

1000 Skopje, The Republic of North Macedonia

E-mail: dame.dimitrovski@mf.edu.mk

(on behalf of Contracting Authoirty)

and

Contact details for the Contractor:

Contact person: < name >

Address: < address >

Email: < e-mail address >

(on behalf of Contractor)4.

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**

The official approval of all required documents described in Technical Specification, and provided by the Contractor is made by the Contracting Authority during the Provisional Acceptance.

**Article 8 Assistance with local regulations**

The Contractor shall comply with all applicable national laws during performance of the Contract.

Whilst the Contracting Authority agrees to use its contacts with the authorities where appropriate to assist the Contractor in obtaining the requisite permits or import licences, and information about the Custom procedures, Vat exemption and/or taxes of equivalent effect. Namely, the obtaining of the import licences shall be done by the Contractor in accordance with the national legislation, in particular the Customs Code (Official Journal No. 39/2005; No. 4/2008; No. 48/2010; No. 158/2010; No. 44/2011; No. 53/2011; No. 11/2012; No. 171/2012 and No. 187/2013).

If the Contractor is late in applying for or fails to apply for such permits or licences then it may not claim for extensions in the Period of Implementation or additional costs as a result.

**Article 9 General obligations**

9.9 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 Requirements for EU External Actions published by the European Commission:

[https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions .](https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions%20.)

All signs, labels and markings shall require to be approved by the Project Manager. No separate payment shall be made for the provision of the signs, labels and markings, and the Contractor shall allow for the associated costs elsewhere in his Tender.

The Contractor must ensure that actions that are wholly or partially funded by the European Union (EU) incorporate information and communication activities designed to raise the awareness of specific or general audiences of the reasons for the action and the EU support for the action in the country or region concerned, as well as the results and the impact of this support. All visibility events as well as materials produced within the EU-funded project need to incorporate mandatory information that actions are wholly or partially funded by the European Union (EU), as follows: EU logo, the title of the project and the sentence; "This project is funded by the European Union".

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA II programme (Council regulation (EU) N° 236/2014 of 11 March 2014) programme. 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.

## **Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a) No derogation from the General Conditions

12.1(b) No derogation from the General Conditions

12.2(a), paragraph 1 No derogation from the General Conditions

12.2(a), paragraph 2 No derogation from the General Conditions

12.2(b), paragraph 2 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.’ 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 N/A

**Article 14 Contractor’s drawings**

14.1 No specific drawings and/or samples are required from the Contractor. The documents shall contain all the necessary information for customization, operation and maintenance of the delivered equipment. User manuals required from the Contractor should be provided in English language..

**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 The Republic of North Macedonia have agreed in the Framework Agreement on the arrangements for implementation of Union financial assistance to The Republic of North Macedonia under the Instrument for Pre-Accession Assistance (IPA II) 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.

**Article 17 Patents and licences**

17.1 There is no derogation from Article 17 of the General Conditions.

**Article 18 Commencement order**

18.1The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

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

19.1The Contracting Authority shall inform the Contractor by commissioning order of the date on which implementation of the tasks shall begin.

19.2 The implementation period of each item, equal to the supply, delivery, unloading, installation, testing and putting into operation of equipment, shall run from the commissioning order issued by the Contracting Authority and will end on the date of issuance of the Provisional Acceptance Certificate but no longer than 90 calendar days. The implementation period of this contract as a whole (period of delivery of all items) should be completed within 180 calendar days, but not later than 06.06.2020.

**Article 24 Quality of supplies**

24.2 In addition to the general provision of this article in the General Conditions, the supplies and services purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

**Article 25 Inspection and testing**

25.2 The supplies inspection and testing prior to provisional acceptance will take place in the locations as stated in Annex II+III: Technical Specifications +Technical Offer.

The verification tests shall be carried out after the supplies are delivered, installed and put into operation. The tests shall be performed by the Contractor following pre-defined test scenarios in the presence of duly authorized representatives of the Contracting Authority.

The testing shall be done within 5 (five) days after the customization of the equipment.

**Article 26 General principles for payments**

26.1 The Contract will be concluded in the currency shown on the financial offer

(specimen in Annex IV).

In case of foreign suppliers, the payments shall be made in EURO.

According to the Law on Payment Operations and to the Law on Foreign Exchange Operations of the Beneficiary Country, all payments made by the Contracting Authority to Contractors who are physical or legal persons established in the Beneficiary Country, shall be made in the national currency (MKD). The exchange rate applied for conversion of EUR in MKD for the payment of an invoice established in EUR, shall be InforEuro exchange rate applicable on the month when the invoice is issued. Payment under the contract shall be made after acceptance of supplies by the Contracting Authority through signature of acceptance protocol and certificate of acceptance.

The Contractor shall present the invoices in Euro.

Payment shall be authorised by

Prof. Dame Dimitrovski

Faculty of Mechanical Engineering of Ss Cyril and Methodius University

St. Ruger Boskovik nn,

1000 Skopje.

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.

26.9. No price revision clause.

**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**

29.1The contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the contractor until their final acceptance.

29.2. The contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the special conditions, subject to any amendments subsequently ordered by the project manager or the contracting authority. The packaging shall remain the property of the contractor subject to environmental considerations

29.4. No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.

29.5. Each packaged supply item must have on the outside a sticker label identifying:

a) the Supply item number,

b) the delivery location in accordance with the delivery list provided.

In addition, all packages should be marked as follows:



**Financed by the European Union**

**EUROPEAN UNION**

**Contract title: “ Supply of the specific equipment for measurement of vehicle’s condition and the other portable assets ”**

**CN1-S.O 2.1-SC006**

**Contract No:**

Plastic stickers dim. 50x50 of 200x200 mm (as applicable) of the EU logo (pattern to be agreed after contract signature with Contracting Authority) must be fixed on each item supplied.

29.6. Each delivery shall be accompanied by the following documents:

a) User Manuals,

b) Packing list,

c) Warranty Certificates,

d) Certificate of Origin,

e) Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier. This statement must use the following wording:

“<Full official name of Contractor> attests that the delivered goods are new, in working order and compliant with all technical specifications of the Tender dossier.”Manufacturer’s certificates and technical information to the components of the supply shall accompany the delivery.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for period of one year after provisional acceptance.

**Article 33 After-sales service**

33.1 No after-sales services are required.

After Sales services is not part of this contract. However, the Contractor has to demonstrate that after sales support services and spare parts will be available pursuant to the Macedonian Law on Consumer Rights and relevant regulations (if applicable).

**Article 40 Settlement of disputes**

40.1 The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

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 The Republic of North Macedonia in accordance with the national legislation of the state of the Contracting Authority.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

**Article 45 Further additional clauses**

N/A

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)