**CONTRACT TITLE: CB006.2.12.039 –SUP-PP2 - Supply of equipment for AOT in Makedonska Kamenica**

# *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 Any written communications between the Contracting Authority and/or the Supervisor on the one hand, and the Contractor on the other hand, shall state the contract title and identification number and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the following addresses:

**For the Contracting Authority:**

Contact person: Goce Angelov, Deputy Project manager,

Municipality of Makedonska Kamenica

2 Kamenicka Str.

Makedonska Kamenica 2304

North Macedonia

Phone: +389 78 485 117

E-mail: [goce.angelov@makedonskakamenica.gov.mk](mailto:goce.angelov@makedonskakamenica.gov.mk)

**For the Contractor:**

Contact person:

Address:

Tel:

Fax:

E-mail:

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

**Article 6 Subcontracting**

No derogation from the General conditions

**Article 7 Supply of documents**

Together with the delivery the Contractor shall supply the Instruction (installation, operation and regular maintenance) Manuals in English or Macedonian language.

**Article 8 Assistance with local regulations**

The Contractor shall, in performing the Contract, comply with all applicable national laws.

The Contractor shall pay all taxes, duties and fees, and obtain all permits that may be required by the national authorities, licenses and approvals, as required by the laws of North Macedonia in relation to the contract. The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in North Macedonia, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority harmless from consequences of failure to do so or from eventual delays.

The Contractor shall, within two weeks from the signature of the contract by both parties, contact the Contracting Authority in order to receive information about the VAT exemption, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect and the Customs procedures.

**Article 9 General obligations**

9.9 The visibility measures by the Contractor must comply with the rules lay down in the Communication and Visibility Guidelines of Interreg-IPA CBC Programme Bulgaria-North Macedonia 2014-2020, CCI No 2014TC16I5CB006 published on the programme website: <http://www.ipa-cbc-007.eu/>.

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Interreg-IPA CBC Programme Bulgaria-North Macedonia 2014-2020, CCI No 2014TC16I5CB006. 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. In case the amount of the supplied goods is below 100000 EUR, all supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

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

**Article 12 Liabilities and insurance**

12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 10% of the contract value’

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 10% of the contract value’

12.2(a) Paragraph 1

By derogation from Article 12.2(a), Paragraph 1, of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for whom the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(a), Paragraph 2

By derogation from Article 12.2(a), Paragraph 2, of the general conditions the contractor is not obliged to provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

12.2(b), Paragraph 2

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

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**

13.1 No programme for implementation of tasks shall be provided

**Article 14 Contractor’s drawings**

14.1 The Contractor shall provide technical information, based on offered specification, which will be integral part of the supply, where all components and the way of their communication / logical connections will be described, as well as user manual which will be used by staff operating with the system to the Contracting Authority

**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 Delivery conditions are DDP as mentioned in the GC. For supplies manufactured locally, all domestic fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Contracting Authority, 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 18 Commencement order**

18.1The implementation of the tasks shall commence with issuing of commencement order, based on signed contract.

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

19.1The implementation period of the tasks is 90 days from issuing of commencement order issued by CA, based on completion of construction works until the provisional acceptance, but not later than 31/10/2022.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 The place for goods to be inspected and tested is municipality of Makedonska Kamenica, place designated by the Contracting Authority.

**Article 26 General principles for payments**

26.1 Payments shall be made in MKD (Equivalence of euro at the rate published on the Infor – Euro for the respective month).

<https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en>

The project is registered in the central database of foreign assistance in Government of Republic of North Macedonia (CDAD). In accordance with the Agreement between the Government of RM and the European Commission from 26.07.1996, states that the donated funds can’t be used for payment of state fees in the country, and therefore the project is exempt from VAT and the value of the procurement shall be paid without VAT to the Contractor by the Contracting Authority. The invoice that should be issued through the electronic system of the Public revenue office (according to the instructions <http://www.ujp.gov.mk/files/attachment/0000/0700/UJP-UD-U.2-01-1.pdf>)

Payments shall be authorised and made by Contracting Authority.

26.2 By derogation, the final payment to the contractor of the amounts due shall be made within 30 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 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, issued invoice for the amount of pre-financing together with pre-financing guarantee/bill of exchange for the full amount of the pre-financing payment. The pre-financing guarantee shall be provided to the contracting authority in accordance with the format of bill of exchange. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods.

b)For the 60 % balance, 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 lay 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**

29.3Equipment should be packed in original package with all accessories

The packaging shall become the property of the recipient subject to environmental considerations.

29.4 Delivery shall be accompanied by the following documents (if applicable):

a) Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications in the tender dossier,

b) Packaging lists,

c) Originals of the Certificate of origin and Document of Delivered goods. If the contracting authority identifies further need for documents, the contractor will be informed within 30 calendar days of delivery and shall provide them at no extra cost.

d) Warranty Certificate

e) Certificate/declaration of conformity, maintenance and user manuals in English/Macedonian language

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The equipment shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, and have been commissioned as the case may be, have satisfactorily passed the required tests, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

**Article 32 Warranty obligations**

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.

32.7 The warranty must remain valid for one year after provisional acceptance although the commercial warranty as per clause 32.6 prevails if it is longer.

**Article 33 After-sales service**

33.1 No after-sales services are required.

**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 competent Primary Court 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.

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