# *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 ***For the Contracting Authoruty***  
Contact person:……………..  
Address: ………………..  
Phone number: ………………..;   
E-mail: ………………..

***For the Contractor:***Contact person:……………..  
Address: ………………..  
Phone number: ………………..;   
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.

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**

N.A.

**Article 8 Assistance with local regulations**

N.A.

**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/> and with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

Any vehicles used in or purchased with Programme-funded action should be clearly identified, and visibly carry the EU flag, the Programme logo and the phrase “Provided with the support of the EU through the Interreg-IPA CBC Programme Bulgaria-North Macedonia, CCI 2014TC16I5CB006”, title and Ref. No. of the project in English and/or the local language. The appropriate identification should be managed with at least one sticker suitable for vehicles used outdoors, placed on a visible place on the vehicle.

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in the Interreg-IPA CBC Programme Bulgaria-North Macedonia 2014-2020 (annex a2a\_ecprogrammes\_eligibility2014\_2020\_en from PRAG - [Annexes (A) (All annexes) - European Commission - DG International Cooperation and Development (europa.eu)](https://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A)). For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. 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 The successful tenderer will be asked to provide a performance guarantee of 10% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

**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 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 the contract value.

12.2(a), paragraph 1. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.

12.2(a), paragraph 2. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.

12.2(b), paragraph 2. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance

All insurance costs including transportation will be borne by the contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

The Contractor shall bear all risks at full replacement value and associated expenses until provisional acceptance is agreed and certified. The supplies must be covered by all types of insurance cover (carriage, damage, theft, third party liability, etc.) until the issuance of the provisional acceptance.

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:

**Article 13 Programme of implementation of tasks**

13.2 **For Lot 1:** The equipment must be delivered in a timeframe of 180 days of receiving a commencement order from the Contracting Authority. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be defined with Contracting Authority.

**For Lot 2 :** The equipment must be delivered in a timeframe of 180 days of receiving a commencement order from the Contracting Authority. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be negotiated with Contracting Authority .

**For Lot 3:** The equipment must be delivered in a timeframe of 180 days of receiving a commencement order from the Contracting Authority. The Contractor will prove functionality and characteristics of equipment during the delivery. Testing and verification date will be negotiated with Contracting Authority

**Article 14 Contractor’s drawings**

14.1 The Contractor has the obligation to provide all original drawings, User manuals and other technical specification of the equipment. Each set of equipment will be provided with an original set of users’ operation and maintenance manuals for all parts of the equipment

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DAP.

**Article 17 Patents and licences**

17.1 N.A.

**Article 18 Commencement order**

18.1The implementation of the tasks shall commence on the date after both parties signs the Contract.

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

19.1 **For Lot 1:** The implementation period(s) of the tasks is 180 calendar days in relation to the date stipulated in the previous Article.

**For Lot 2:** The implementation period(s) of the tasks is 180 calendar days in relation to the date stipulated in the previous Article.

**For Lot 3:** The implementation period(s) of the tasks is 180 calendar days in relation to the date stipulated in the previous Article.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 All goods will be inspected and tested in place of delivery – Municipal Firefighting department in Shtip in accordance with Article 25 of the general conditions and the practical arrangements for testing

**Article 26 General principles for payments**

26.1 Payments shall be made in MKD according to the monthly exchange rate publish by the EU on: [Exchange rate (InforEuro) | European Commission (europa.eu)](https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en)

26.3 By derogation, the pre-financing payments shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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.

26.5 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, the invoice.

When (i) the pre-financing requested is equal or below EUR 300 000 **and** (ii) the contracting authority does not require a financial guarantee following a risk assessment[[1]](#footnote-1), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b)For the 60 % balance the invoice together with the request for provisional acceptance of the supplies.

26.9No derogation from the General conditions

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

29.5/6/7 The documents which shall accompany each delivery include as follows:

* an invoice in triplicate, where the name and reference number of the project and the tender procedure shall be included in the description
* Certificates/declarations of conformity of the equipment with the requirements of the European Norms or equivalent documents
* a warranty certificate
* a certificate of origin
* Documents, needed for the registration of the vehicles in Bulgaria.
* Technical documentation in Macedonian language, including the following:
  + - Technical data and characteristics;
    - User manual: procedures for normal operation, safety measures, malfunctions detection and specific actions to be taken for their removal by the attendant.
    - Maintenance schedule: frequency and procedures for periodic inspections; functional tests; maintenance procedures;
    - Schedule for putting the equipment into operation.

**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 one year after provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor is obliged to submit with the list of authorized services, issued by the vehicle manufacturer, or another authorized person by the manufacturer. The bidder is obliged to pay at his own expense within the warranty period eliminate all defects and defects that are the subject of the warranty.

**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 law in Shtip 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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

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1. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)