# *B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES*

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: GREEN INTER-E-MOBILITY – CN1-SO2.1-SC039 (09-1594/\_\_\_)

**financed from the general budget of the Union**

Municipality of Resen

Square Car Samoil no. 20

7310 Resen, Republic of North Macedonia

 (‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: Integration of Green Transport in Cities – Green Inter e Mobility CN1 – S.0 2.1 – SC 039**

**CONTRACT TITLE** Procurement of one utility electric vehicle with 5 seats for Resen Municipality

**Identification number:** GREEN INTER-E-MOBILITY – CN1-SO2.1-SC039 (09-1594/3)

**Article 1 Subject**

* 1. The subject of the contract shall be:

 the supply, delivery, unloading, commissioning, after-sales service,

 of the following supplies:

**LOT 2** **“Procurement of one electric vehicle with 5 seats for Resen Municipality “ with following specifications:**

* Pure electric vehicle
* Minimum length 4100mm
* Minimum width 1700mm
* Minimum height 1500mm
* Number of doors 5
* Wheelbase minimum 2600 mm
* Engine power to cover a range of 95 KW
* Lithium ion battery to cover a range of 36 KWh
* Average range with one charge to cover range 220 km
* Year of production: New vehicle not registered

**Minimum equipment , e-vehicle should have:**

* ABS - Anti-slip system
* ESP - Electronic Stability Control
* Hill assist
* 6 Airbags
* Active safety break camera
* Driver alert system
* Electric power steering
* Tempomat with speed limiter
* Digital air conditioning
* Automatic braking in an emergency case with recognition of pedestrians and cyclists
* Back camera for parking
* Front parking assist sensor
* Electrical adjustment of mirrors
* Multifunction steering wheel
* Folding rear bench
* HD touch screen
* Indirect tire pressure monitoring system
* Central locking with remote control
* Central colour screen
* Automatic air conditioning
* USB ports
* Eco LED headlights with automatic on / off
* LED fog lights
* Rear LED lights
* Folding exterior mirrors
* Automatic braking system with pedestrian and cyclist recognition function
* Wheels with tires complete with wheel covers
* Radio audio system and set with sound system and bluethoot usb
* Spare complete set of 4 winter tires with wheels (rims) and wheel covers
* Complete kit for fixing tires, compressor, foam, etc.
* PVC polymer foil resistant to UV light and atmospheric influences design printing and installation on the vehicle in accordance with the rules of visibility according to the PRAG Rules and the IPA program
* PVC polymer foil resistant to UV light and atmospheric influences design printing and installation on the vehicle with the indication that the vehicle uses solar energy (at least 3 conceptual variant designs are proposed where the customer chooses one of them) are placed on both sides of the vehicle
* Minimum two year warranty

The contractor must provide guideline and short presentation for using electric vehicles to the drivers in Resen;

There must be available authorized service for maintenance of electric vehicles in Republic of North Macedonia.

The contractor is obliged in the warranty period to use spare parts from the manufacturer of the e vehicle or recommended by the manufacturer of the vehicle, also the contractor is obliged to provide spare parts for the period of 7 years from the contract signing.

For the spare parts that are not in to the regular warranty of the e vehicle the contractor will charge according the regular current pricelist in the moment of servicing the e vehicles.

The place of acceptance of the supplies shall be Resen, the time limits for delivery shall be within 75 days from date of signing the contract and the Incoterm applicable shall be DDP[[4]](#footnote-4).

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 The supplies which form the Procurement of one utility electric vehicle with 5 seats for Resen Municipality LOT 2

The e vehicles must have 2 years warranty

There must be available authorized service for maintenance of the one utility electric vehicle with 5 seats in Republic of North Macedonia

The contractor is obliged in the warranty period to use spare parts from the manufacturer of the e vehicle or recommended by the manufacturer of the vehicle, also the contractor is obliged to provide spare parts for the period of 7 years from the contract signing.

For the spare parts that are not in to the regular warranty of the e vehicle the contractor will charge according the regular current pricelist in the moment of servicing the e vehicles.

The contractor must provide guideline and short presentation for using electric vehicles to the drivers in Resen

The electric vehicle will have to be delivered to Resen within 75 days from signing the contract; the Incoterm applicable shall be DDP to Resen

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR \_\_\_\_\_\_\_\_\_\_

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

**Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* [specified forms and other relevant documents (Annex V)];

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**Article 5 Other specific conditions applying to the contract**

Done in English in four originals, two originals being for the contracting authority and two originals being for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: | Zhivko Gosharevski |
| Title: |  | Title: | Mayor  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid)- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)