# *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 authority contact person:

Tatjana Sekuloska , project manager

Municipality of Resen

Square Car Samoil no.20

7310 Resen, Republic of North Macedonia

+389 72 217 690

Email: resengreentransport@gmail.com

 tatjana.sekuloska@resen.gov.mk

Contact person for the Contractor is

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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 6 Subcontracting**

6.3 According General Condition

**Article 7 Supply of documents**

The contractor must provide all documents that are related to the products that will supply with this contract (data sheet, instructions, manuals etc.)

**Article 8 Assistance with local regulations**

The equipment must be in compliance with local regulations.

**Article 9 General obligations**

9.9 The activities must comply 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> .>

**Article 10 Origin**

## 10.1 All goods purchased must originate from an eligible source country as defined in IPA CBC Greece North Macedonia programme 2014 - 2020. 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 amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.1(a) According General Conditions

12.1(b) According General Conditions

**12.2 Insurance**

According the General Conditions

 12.2(a) 12.2(b) According General Conditions

12.2(a), paragraph 1 According General Conditions

12.2(a), paragraph 2 According General Conditions

12.2(b), paragraph 2 According General Conditions

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.’[[1]](#footnote-1)*

The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

*Unloading in Resen is included too*

**Article 13 Programme of implementation of tasks**

13.2 The equipment will have to be delivered to Resen and implementation period will be 75 days from signing the contract. (if the implementation period for the project Green inter e mobility (which is now 31.12.2021 will be extended the implementation period could be extended too), the Incoterm applicable shall be DDP. Unloading in Resen is included too

**Article 14 Contractor’s drawings**

14.1 N/A

**Article 15 Sufficiency of tender prices**

15.1 N/A

**Article 16 Tax and customs arrangements**

16.1 The delivery conditions are DDP in Resen

**Article 17 Patents and licences**

17.1 According general conditions

**Article 18 Commencement order**

18.1The day when the contract will be signed by both parties (contractor and contracting authority)

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

19.1 Within 75 days from signing the contract by both sides

**Article 24 Quality of supplies**

24.2 According the general conditions

**Article 25 Inspection and testing**

25.2 The goods will be tested and inspected in Resen 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 MK Denars .

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Municipality of Resen , Square Car Samoil no.20, 7310 Resen, Republic of North Macedonia.

26.3 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 N/A

26.9 **N/A**

**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**

* 1. There is no any specific packaging requirements

29.5/6/7 Data sheet instruction manual to be provided

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 The contractor must provide at least 2 years warranty for Procurement of one utility electric vehicle with 5 seats for Resen Municipality

32.7 The warranty must remain valid for at least 2 years after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor must provide after sale service

There must be Authorized service for maintenance of the offered electric vehicle in our country.

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 waranty 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

**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 Primary Court in Resen 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.

\* \* \*

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)