



Municipality of Resen

SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

CONTENTS

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The subject of the contract shall be:

the supply, delivery, unloading, commissioning, after-sales service
of the following supplies:

2 electric vehicles - mini combi with 1+8 seats and wheelchair access ramp for persons with disabilities

With following specifications:

-) Pure electric vehicle
-) Lithium ion battery to cover a range of 110 KWh
-) Engine power to cover a range of 100 KW
-) Average range with one charge to cover 346 km
-) Minimum length 5300mm
-) Minimum width 2200mm
-) Minimum height 1950mm
-) Number of doors 5
-) Wheelbase minimum 3275mm
-) Year of production: New vehicle not registered
-) Number of seats- minimum 8+1

Minimum equipment that the vehicle should have:

- Automatic air conditioning,
- Hill assist
- Servo steering wheel height and depth adjustment,
- Minimum 6 airbags,
- Central locking with remote control,
- Front Fog lights,
- Electric parking brake,
- ABS (Anti-slip system),
- ESP (Electronic Stability Control),
- Electrically adjustable exterior mirrors,
- Trip computer with LCD screen,



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- Tempomat,
- Tire pressure sensor,
- Wheelchair access ramp for the disabled people,
- The last row of seats must be easily disassembled,;
- Charging cables,
- Internal charger;
- Back camera and sensors for parking,
- Complete set of belts with accompanying equipment needed in case there is a person with special needs in the vehicle in a wheelchair includes preparation for it,
- Spare complete set of winter tires with wheels and aluminum wheel covers (hubcaps),
- Spare wheel and set for disassembly and assembly of the spare tire,
- Spare set of cables with suitable connectors for charging the electric vehicle,

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 equipment will have to be delivered to Resen within the 7 months after Supply Contract signing, the Incoterm applicable shall be DDP to Resen

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- 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);



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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. Addenda shall have the order of precedence of the document they are amending.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Communication details

4.4 Communication via electronic exchange system (EES)

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.

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

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Jovan Tozievski

Square Car Samoil no. 20 , 7310 Resen, Republic of North Macedonia

[Email: tatjana.sekuloska@resen.gov.mk , kabinet.gradonacalnik@resen.gov.mk

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]



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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 by the contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission

Article 10 Origin

10.1 All goods purchased must originate in an eligible source country as defined in the EINS Regulation 2021/948 of 27 May 2021. 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.

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 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 the General Conditions

12.1(b) According the General Conditions

12.2(a), paragraph 1 according the General Conditions

12.2(a), paragraph 2 according the General Conditions

12.2(b), paragraph 2 according the General Conditions



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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 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 the tasks

- 13.2 The equipment will have to be delivered to Resen and implementation period will up to 210 days from signing the contract by both sides, 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

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

- 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



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Article 18 Delivery order

- 18.1 The day when the contract will be signed by both parties (contractor and contracting authority)
- 18.2 n/a

Article 19 Period of implementation of the tasks

- 19.1 The **time limit for delivery** shall be 210 days from signing the supply contract by both parties (contractor and contracting authority).

The **implementation period of tasks** shall be 7 months.

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

- 26.1 Payments shall be made in MKD
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 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:
- a) For the 40% pre-financing, the invoice¹ and the pre-financing guarantee:
 - b) For the 60 % balance, the invoice(s) in triplicate and the application for the certificate of provisional acceptance.
- 26.9 N/A

¹ The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required.



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26.10 Any payment may be offset against outstanding debts of any consortium member.

Article 28 Delayed payments

28.2 By 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

29.1 The Incoterm applicable shall be DDP¹

29.3 There is no any specific packaging requirements

29.4 The place of acceptance of the supplies shall be Resen Municipality.

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.

31.2. n/a

Article 32 Warranty obligations

32.6 The contractor must provide at least 2 years warranty for Procurement of two electric combi minimum 8+1 seats and wheelchair access ramp for persons with disabilities

32.7 The warranty must remain valid for 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.

¹ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>



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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 employees / drivers in Municipality of Resen

Article 40 Settlement of disputes

- 40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Republic of North Macedonia in accordance with its national legislation.
- 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.
- 40.4 n/a

Article 44 Data protection

For the purpose of Article 44 of the

- (b) the privacy statement is available at
[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

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, personnel, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.]]

¹ OJ L 205 of 21.11.2018, p. 39



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Article 45 Further additional clauses

n/a

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