

## SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

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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, siting and installation, commissioning, after-sales service, of the following supplies:

#### **Lot n° 4: Supply of 2 (two) Telescopes**

**Objective/aperture:** 70–82 mm

**Magnification:** 20–60x zoom

**Eyepieces:** Quality zoom (20–60x) and (12–20 mm)

**Coatings:** Fully multi-coated (FMC) optics

**Close focus:** 3–4 m for nearby birds/animals

**Eye relief:** 15 mm

**Mechanical / mount**

**Tripod:** Sturdy aluminum or light carbon-fiber tripod

**Weight** 3–6 kg

**Weatherproofing:** Waterproof and nitrogen- or argon-filled

**Controls:** Smooth zoom/focus knobs with good tactile feedback

**Accessories:** Padded carry case or bag Lens caps, rain/shade hood, cleaning kit Protective eyepiece cover / dust cap

**Minimum 2 (two) years warranty**

#### **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]);

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- 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. 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:

Municipality of Resen

Square Car Samoil no. 20

7310 Resen,

Republic of North Macedonia

Contact person: Marija Projovska Markovska

Email: [marija.projovska@resen.gov.mk](mailto:marija.projovska@resen.gov.mk)

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

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

## Article 6 Subcontracting

6.3 According to general conditions

## Article 7 Supply of documents

The contractor must provide all documents that are related to the products that will be supplied 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 can originate in any country.

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 No performance guarantee is required.

## Article 12 Liabilities and insurance

12.1(a) According General Conditions

12.1(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

) **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*

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*any duty for both export and import and to carry out all customs formalities.*<sup>1</sup>  
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 the tasks**

- 13.2 The equipment will have to be delivered to Resen and implementation period will be 90 days from signing the contract.

### **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

### **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 three months after signing the contract by both sides.  
The **implementation period of tasks** shall be 3 months.

### **Article 24 Quality of supplies**

- 24.2 According the general conditions

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<sup>1</sup> See <http://www.iccwbo.org/incoterms/>

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### 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. The exchange rate of the EUR to the MKD shall be based on the official rate issued on [InforEuro, the exchange rate of the Euro currency](#).

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 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a) /

- b) For the 100 % balance, the invoice(s) in triplicate and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

- 26.9 n/a

- 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 DDP<sup>1</sup>

- 29.3 There is no any specific packaging requirements.

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

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- 29.4 The place of acceptance of the supplies shall be Municipality of Resen.
- 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. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:
- Z issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
  - Z reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

### Article 32 Warranty obligations

- 32.6 The contractor must provide at least 2 years warranty for Supply of 2 (two) Telescopes
- 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.

The contractor is obliged:

- ) The contractor must provide guideline and for using supplied equipment.

### 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 N/A
- 40.4 N/A

## Article 44 Data protection

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

- (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/EC<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

## Article 45 Further additional clauses

n/a

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39