# *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 Any written communication relating to this Contract between the Contracting Authority, Beneficiary and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For Contracting Authority:

|  |  |
| --- | --- |
| **Name:** | Ministry of Environment and Physical Planning |
| **Address:** | Square Presveta Bogorodica no. 3,1000 Skopje, Republic of North Macedonia |
| **Telephone:** |  |
| **Fax:** | +38902 3220 165 |
| **e-mail:** | s.gjorgjeva@moepp.gov.mk |

For the Contractor:

|  |  |
| --- | --- |
| **Name:** |  |
| Address: |  |
| **Telephone:** |  |
| **Fax:** |  |
| **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**

The official approval of all required documents (except of the detailed Training Plan) described in the Technical Specifications and in the Article 14 of the Special Conditions, and provided by the Contractor, is made by the Contracting Authority during the Provisional Acceptance.

The official approval of the detailed Training Plan described in the Article 14 of the Special Conditions and in the Technical Specifications (Annex II+III), provided by the Contractor is made by the Contracting Authority within 15 days after the submission of the document.

**Article 8 Assistance with local regulations**

Whilst the Contracting Authority agrees to use its contacts with the authorities where appropriate to assist the Contractor in obtaining the requisite permits or import licences, the prime and ultimate responsibility and the cost for obtaining of these permits and licences shall lie with the Contractor who shall keep the Contracting authority informed. Namely, the obtaining of the import licenses shall be done by the Contractor in accordance with the national legislation, in particular the Customs Code (Official Journal No. 39/2005; No. 4/2008; No. 48/2010; No. 158/2010; No. 44/2011; No. 53/2011; No. 11/2012; No. 171/2012; No. 187/2013; No. 15/2015; No. 129/2015; No. 154/2015; No. 192/2015 and No. 23/2016).

If the Contractor is late in applying for or fails to apply for such permits or licences then it may not claim for extensions in the Period of Implementation or additional costs as a result

**Article 9 General obligations**

The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> and with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of the programme: <http://www.ipa-cbc-programme.eu/gallery/Files/Library/Information--Publicity-Guide_Name-change_November-2019.pdf>.

The Contractor must ensure that actions that are wholly or partially funded by the European Union (EU) incorporate information and communication activities designed to raise the awareness of specific or general audiences of the reasons for the action and the EU support for the action in the country or region concerned, as well as the results and the impact of this support. All visibility events as well as materials produced within the EU-funded project need to incorporate mandatory information that actions are wholly or partially funded by the European Union (EU), as follows: EU logo, the title of the project and the sentence; "This project is funded by the European Union".

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA programme (Council regulation (EC) No 236/2014). For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. 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 10% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.2(a), paragraph 2

By derogation from Article 12.2(a), paragraph 2, of the general conditions it is, with submission of the first invoice for payment under the contract, that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

**Article 13 Programme of implementation of tasks**

13.2 The Contractor shall submit to the Project Manager for approval within 14 days from the date of signature of the Contract an accurate and detail programme of performance as stipulated in Article 13.1 of the General Conditions. The programme should show, inter alia, latest dates for: completion of manufacture, shipping, custom clearance (if applicable), arrival in country, arrival at place of acceptance, completion of installation, commissioning and provisional acceptance at the required locations, in which the Contractor proposes to carry out the Supply Contract within the time allowed for completion. The implementation programme must reflect the requirements of the Technical Specifications indicating tasks and sub-tasks for each phase of the project and resources which will be provided for their realisation. Submitted programme should be accompanied by Work Plan.

No separate payment shall be made for the preparation/monthly updating as requested of such a programme and the Contractor shall allow for the associated costs elsewhere in his tender.

The Project Manager shall make comments and/or objections concerning the Programme supplied by the Contractor within 14 calendar days of their submission. It shall be considered that all those comments and/or objections are accepted by the Contractor, if he should not contradict them in writing, either by registered letter, or fax sent to the Project Manager, within 7 calendar days of their receipt. The absence of any comments and or objections from the Project Manager within the 14 calendar days above shall be deemed to be approval

**Article 14 Contractor’s drawings**

14.1 All drawings required under the various documents described in the Technical Specification must be provided to the Contracting Authority for official approval, such as:

1. A detailed Training Plan describing in detail the training modules / topics as well as its duration (submission within 1 month from the commencement date).
2. User manuals (submission 45 days before the Provisional acceptance)

**Article 15 Sufficiency of tender prices**

15.1 There are no additional provisions regarding Article 15 of the General Conditions.

**Article 17 Patents and licences**

17.1 There is no derogation from Article 17 of the General Conditions

**Article 18 Commencement order**

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

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

19.1The period of implementation of tasks, equal to the supply, delivery, unloading, installation, putting into operation, testing and training of equipment, starting from the commencement date and ending on the date of issuance of the Provisional Acceptance certificate shall be **120 calendars days**, including a delivery period of **60 calendar days**

**Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is not required.

**Article 25 Inspection and testing**

25.2 The supplies shall be packaged and delivered to the locations as stated in Annex II.

 The Contractor shall furnish, install and commission all equipment, fittings and fixings, including final installation and connection and all miscellaneous items of equipment, fixings and fittings in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during installation and commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

 It shall be the sole responsibility of the Contractor to check all site dimensions for completeness and accuracy of placement before commencement of delivery and all occasions for delay.

 The cost of these activities shall be contained in the overall price of the supplies. The testing shall be done within 5 (five) days after the installation of the equipment, in the presence of representatives of the end users.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros

According to the "Law on Payment Operations" and to the "Law on Foreign Exchange Operations" of the Beneficiary Country, all payments made by the Contracting Authority to the Contractors who are physical or legal persons established in the Beneficiary Country, shall be made in the national currency (MKD). The exchange rate applied for conversion of EUR in MKD for the payment of an invoice established in EUR, shall be the middle exchange rate of the National Bank of the Beneficiary Country (NBRM) applicable on the date of payment.

The Contractor shall present the invoices in Euro.

Payments shall be authorised and made by the Contracting Authority, Department of Financial Affairs within Ministry of Environment and Physical Planning, Square Presveta Bogorodica no. 3, 1000 Skopje, Republic of North Macedonia.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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 pre-financing guarantee:

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(s) in triplicate together with the request for provisional acceptance of the supplies.

26.9The price of the Contract is fixed and will not be revised

**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 remain the property of the contractor subject to environmental considerations.

29.5/6/7 Each package must be clearly marked with the delivery destination address pursuant to the Technical Specification requirements (if any) and the content of each package. In addition, all packages should be marked as follow:

 

Project co-funded by the European Union

TRAP/MoEPP/MK/2018/TD03

“Supply of Air Quality Monitoring Equipment”

Plastic stickers dimensions 50x80 or 200x300 mm (as applicable) of the EU logo (pattern to be agreed after contract signature with Contracting Authority) must be fixed on each item supplied.

**Article 31 Provisional acceptance**

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

The Request for Provisional Acceptance must be accompanied by minimum the following documents: Manuals, Transport documents, Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications in the Tender dossier, Commercial invoice, Packaging lists and originals of the Certificate of Origin and Document of Delivered Goods. If the Contracting Authority identifies further need for documents, the Contractor will be informed within 30 calendar days of delivery and shall provide them at no extra cost, but no later than 15 days of the receipt of the named information.

Provisional acceptance shall take place after the supplies have been delivered, unloaded, installed at the place of final destination in accordance with the Technical Specifications, have satisfactorily passed all the required tests and put into operation within the period of implementation stipulated in the contract. Completion of staff training, including preparation of manuals shall be also considered preconditions for contractor’s application for provisional acceptance.

With provisional acceptance, the Contracting authority acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

If at any stage, the supplies are found to be damaged or defective or not in conformity with the Contract the Contracting Authority shall present a report to the Contractor. The Contractor shall be requested to verify the facts – where the supplies are located - and to notify the Contracting Authority of their findings within 15 days, after the receipt of the report.

All provisions stipulated in Art 31 in the General Conditions remain applicable

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for 12 months after provisional acceptance.

**Article 33 After-sales service**

**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 Beneficiary Country in accordance with the national legislation of the state of the contracting authority.

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1. Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company. [↑](#footnote-ref-1)