# 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, siting and installation, commissioning, and technical check

of the following supplies:

* **Field preparation and istalation of concrete base for Instaalation urban bus stop facilities powered on sun power 2, units**
* **Metal construction and urban equipment for bus stop facilities powered on sun power, 2 units**
* **Unloading, siting and installation solar panels and electrical equipment for bus stop facilities powered on sun power, 2 units**
* **Field preparation and installation of concrete base for Installation bicycle and electric scooter stations whit solar power chargers, 5 units**
* **Metal construction and urban equipment for bicycle and electric scooter stations whit solar power chargers, 5 units**
* **Unloading, siting and installation solar panels and electrical equipment for bicycle and electric scooter stations whit solar power chargers, 5 units**
* **Supply Bicycle seats for children, 15 units**
* **System parameter commissioning, and technical check ,7 units**
* **A permanent visibility board (42cm x 60 cm - in accordance to Special conditions Article 9), 7 units**

**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);

**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**

4.5 & 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 Sveti Nikole Archive

Ploshtad Ilinden 12, 2220 Sveti Nikole, Macedonia

Email: info@svetinikole.gov.mk

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

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**Article 7 Supply of documents**

The Contracting Authority will provide the permit for performing installation on public areas.

**Article 8 Assistance with local regulations**

The Contracting Authority will provide the permit for performing installation on public areas.

**Article 9 General obligations**

9.9 The contracting body will provide a permanent visibility board (billboard) with dimensions 42 x 60 cm. The installation of the billboard will be the contractor's responsibility in accordance with the Communication and Visibility Rules which the Contracting authority will provide during implementation. Plaques or billboards should be installed after they are purchased.

**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 Adrion 2021–2027 programme. 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 No performance guarantee is required.

**Article 12 Liabilities and insurance**

* ***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.

**Article 13 Programme of implementation of tasks**

13.2 Timetable of implementation of the tasks, with dates and deadlines: 70 calendar days for supply, deliver, sight and install and commission the system and maintenance of a system until contract ends.

**Article 14 Contractor’s drawings**

14.1 The contractor should submit a free style report on the execution of the installation.

**Article 15 Sufficiency of tender prices**

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

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.

**Article 18 Delivery order**

18.2 The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.

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

19.1Specify the time limit for delivery and implementation period of the tasks in calendar days in relation to the date stipulated in the previous article.

The **time limits for delivery** shall be 19.11.2025.

The **implementation period of tasks** shall be 70 days.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Pre-financing is not applicable to this contract

Payments shall be authorised and made by contracting authority.

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.

26.9This Contract does not include a price revision clause.

**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**

29.1 The Incoterm applicable shall be DDP[[2]](#footnote-2)

29.4 The place of acceptance of the supplies shall be at Municipality of Sveti Nikole urban bus stop facilities powered on sun power (street Filip 2 KP11699/1 and New city park KP 10925/1), bicycle and electric scooter stations whit solar power charger street Filip 2 KP 8565/2, near Sport Hall Car Samoil KP 9999/2, City Park Aleksandar Serafimov KP 10015/1, New city park KP 10925/1 and Bel Kamen settlement, Sveti Nikole KP 11211/1; bicycle seats for children at Municipality of Sveti Nikole.

**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 has an obligation to deliver commercial warranty, specifying terms and conditions in details.

32.7 The warranty must remain valid for one year after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor has to undertake installation, maintenance and repair according to the commercial warranty (32.6), as well as to provide training in the use of the equipment.

**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 Basic court Sveti Nikole in accordance with the national legislation of the state of the contracting authority.

**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:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the privacy statement is available at <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[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

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1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. DDP (Delivered Duty Paid)- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)