# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplementthe 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,

of the following supplies:

* Benches (30)
  + construction - Iron, 4 cm thick) and backrest and seat made of wood suitable for public areas, painted with paints with high durability to outdoor conditions at the choice of the municipality with dimensions 150/45 cm, 150 cm length and 45 cm width - freestanding with backrest
* garbage cans (10)
  + volume: 28 l, dimensions (l / w / h) mm: 400/350/900 on a single holder, steel column - placed on a foundation in the ground 30/30/30 cm MB 20, material characteristics of the cans: made of sheet metal with a thickness of 0.8 mm) with an enamel varnish finish with the possibility of choosing a colour (10):
* road signs (10)
  + dimension - 30cm x 50 cm, tin, white with text written in black in Macedonian and English.

**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**

4.4 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:

[Full name]

[Full official address]

[Email: [complete]] ]

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**

Usermanuals

**Article 8 Assistance with local regulations**

N.A.

**Article 9 General obligations**

9.9 The visibility measures by the Contractor 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 can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a)By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal the contract value.

12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

12.2(a), paragraph 1. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.

12.2(a), paragraph 2. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance.

12.2(b), paragraph 2. There is no requirement for insurance. The Contractor will assume full responsibility for the supply, delivery, unloading, and maintenance of the supplies until the final acceptance

All insurance costs including transportation will be borne by the contractor until the provisional acceptance without prejudice to article 29.7 of the General Conditions.

The Contractor shall bear all risks at full replacement value and associated expenses until provisional acceptance is agreed and certified. The supplies must be covered by all types of insurance cover (carriage, damage, theft, third party liability, etc.) until the issuance of the provisional acceptance.

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:

* ***DAP - Delivered At Place****:* Incoterm whereby the buyer bears all risks and costs of import clearance:

*‘the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place’[[1]](#footnote-2)*, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 All supplies must be delivered in a timeframe of 150 calendar days from contract signature. The Contractor will prove functionality and characteristics of the supplies during the delivery. Testing and verification date will be defined with Contracting Authority

**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 The prices in the contract are fixed

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DAP.

**Article 17 Patents and licences**

17.1 N.A.

**Article 18 Delivery order**

18.1The implementation of the tasks shall commence on the date after both parties signs the Contract.

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

19.1The implementation period of the tasks is 180 calendar days in relation to the date stipulated in the previous Article.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 All goods will be inspected and tested in place of delivery – Municipality of Negotinoin 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 MKD according to the monthly exchange rate publish by the EU on: [Exchange rate (InforEuro) | European Commission (europa.eu)](https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en)

26.3 By derogation, the pre-financing payments shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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 forward to the authority referred to in paragraph 26.1 above:

a)For the 40% pre-financing, the invoice.

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[[2]](#footnote-3), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b)For the 60 % balance the invoice together with the request for provisional acceptance of the supplies.

26.9No derogation from the General conditions

**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 DAP[[3]](#footnote-4)

29.3The packaging shall become the property of the recipient subject to environmental considerations.

29.4 The place of acceptance of the supplies shall be Negotino.

29.5/6/7 The documents which shall accompany each delivery include as follows:

* an invoice in triplicate, where the name and reference number of the project and the tender procedure shall be included in the description
* Certificates/declarations of conformity of the equipment with the requirements of the European Norms or equivalent documents
* a warranty certificates
* Technical documentation in Macedonian language, including the following:
  + - Technical data and characteristics;
    - User manual.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for one yearafter provisional acceptance.

**Article 33 After-sales service**

33.1 The Contractor is obliged to submit with the list of authorized services. The bidder is obliged to pay at his own expense within the warranty period eliminate all defects and defects that are the subject of the warranty.

**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 Court of law in Kavadarciin 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, 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[[4]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. Idem. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. DAP (Delivered At Place)- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
4. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-5)