

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 on the one hand and the contractor on the other hand shall state the number and title of the contract and be sent by post, fax, e-mail or by hand-delivery to the following addresses:

For the contracting authority:

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

Head of Finance, Contracts and Audit Section
Delegation of the European Union
Sv. Kiril i Metodij 52b,
1000 Skopje
Tel: (+389 2) 3248 500
Fax: (+389 2) 3248 501
E-mail: delegation-north-macedonia-oscad@eeas.europa.eu

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Head of Cooperation
Delegation of the European Union
Sv Kiril i Metodij 52 b,
1000 Skopje
Tel: (+389 2) 3248 500
Fax: (+389 2) 3248 501
E-mail: delegation-north-macedonia@eeas.europa.eu

For the contractor:

<Full official name of the contractor>
<Contact person>
<Full official address>
<other contact details>

- 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

All required documents described in Article 14 of the Special Conditions are approved by the contracting authority during the Provisional Acceptance.

The complete programme of performance referred to in Article 13 below and provided by the contractor is approved by the contracting authority within 14 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 licences shall be done by the contractor in accordance with the national legislation, in particular the Customs Code.

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

- 9.9 The contractor shall take the necessary measures to ensure the visibility of the European Union financing. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on:
https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Instrument for Pre-accession Assistance (IPA II) 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 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

12.2a), 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.

12.2(b), paragraph 2

The contractor shall bear all risks insurance at full replacement value and associated expenses until Provisional Acceptance is agreed and certified. The insurance policy shall cover the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, transport damage, theft, improper handling, fire, water, lightning, and professional malpractice, from the time of shipment (ex factory/warehouse) until issuance of the Provisional Acceptance Certificate.

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 by the contracting authority.

Article 13 Programme of implementation of tasks

- 13.2 The contractor shall submit to the contracting authority for approval, copied to the Beneficiary, within 14 days from the date of signature of the contract an accurate and detailed programme of performance as stipulated in Article 13.1 of the General Conditions. The programme should show, inter alia, latest dates for: completion of supply, delivery, unloading, installation 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 contracting authority 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, within 7 calendar days of their receipt. The absence of any comments and or objections from the contracting authority within the 14 calendar days above shall be deemed to be approval.

Article 14 Contractor's drawings

- 14.1 The following documents must be provided to the contracting authority for official approval and to the beneficiaries upon approval:
- Technical documentation for all types of the supplied equipment and software
 - Documentation for installation and configuration which shall make possible a re-configuration
 - A certificate of conformity (issued by a quality control independent regulatory agency of recognized competence) for each equipment item or group of items.

- User's operation and maintenance manuals, which shall be in such detail as will enable the users to operate, maintain and adjust all parts of the supplies.
- Written procedures for the daily maintenance of the supplied equipment.
- Statement or other document confirming that maintenance within the warranty period is/will be done by the trained service personnel.

All operating and maintenance manuals shall be in English and Macedonian language and submitted in 8 electronic and 8 hard copies.

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

- 19.1 The period of implementation of tasks, starting from the commencement date and ending on the date of issuance of the certificate of the Provisional Acceptance shall be 180 calendar days, including a delivery period of 90 calendar days.

Article 25 Inspection and testing

- 25.2 The inspection and testing of all the items provided under this supply prior to provisional acceptance will take place at the places of acceptance stipulated in the contract. Any consumables used during installation and testing time before provisional acceptance, are at the cost of the contractor.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros.

The contractor shall present the invoices in Euro.

Payments shall be authorised and made by the contracting authority, Finance Contracts and Audit Section of the Delegation of the European Union in Skopje, at the address specified in Art.4.1 above.

- 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 assessment¹, 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.

Article 29 Delivery

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.

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

- 29.5/6/7 All packages shall be marked as follows:
- The Name of the Contracting authority;
 - Project Title;
 - Contract Number and Date;
 - Number of the package;

All deliveries must be accompanied by minimum the following documents: a) 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, b) Transport documents c) Commercial invoice, d) Packaging lists, e) copy of the Certificate of Origin and f) Document of Delivered Goods.

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:



Plastic stickers 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 contractor's request for Provisional Acceptance must be accompanied by minimum the following documents listed in Articles 29.5/6/7 above, including originals of the Certificate of Origin. 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.

Article 32 Warranty obligations

- 32.6 During the warranty period, the contractor must perform regular maintenance including all preventive and corrective maintenance and spare part replacements, as well as software upgrades as recommended by the manufacturer. With this maintenance, the contractor shall ensure that the imaging system is operational 24 hours per day or at least 95% of the time. The contractor must provide the daily/weekly/monthly/annual downtime forecast for preventive maintenance. Response time for maintenance crew to arrive on site must be maximum 6 hours, following the report of the malfunction by the Beneficiary.

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

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

* * *