# *B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES*

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No 170339/DD/ACT/MK/2021/429-00503-03/05

**financed from the general budget of the Union**

Association of environmentally sustainable development Green Institute – Skopje

Bulevard Koco Racin 20/23 Skopje

Republic of North Macedonia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT “Struga & Pogradec for promoting tourism and cultural heritage - COOLTOUR”**

**CONTRACT TITLE** **“Supply of 42 photovoltaic panels systems (5 Kw)”**

**Identification number** 170339/DD/ACT/MK/2021/429-00503-03/05

>

**Article 1 Subject**

* 1. The subject of the contract shall be:

The supply, delivery, unloading, siting and installation, commissioning, of the following supplies: no. 42 5kWp photovoltaic panels (with hybrid inverters, solar cables, and other accompanying accessories) to be installed on any kind of buildings’ roof in Pogradec and Struga, and specifically no. 22 in the Municipality of Struga (North Macedonia) and no. 20 in Pogradec (Albania). Spare-parts are to be included as well. PV panels are to be installed in 42 different tourism businesses. EU origin is mandatory.

Other tasks specifically required by the contract are:

* Preparation of technical feasibility study and work plan for contract implementation in North Macedonia and in Albania;
* provide trainings for the 42 businesses in Macedonian and Albanian language about maintenance of PV systems;
* after-sale service like service custom and to provide assistance according to the minimum 5 years warranty’s conditions on PV panels, spare-parts, installation works.

The place of acceptance of the supplies shall be 22 tourism businesses located in Struga Municipality area and 20 located in Pogradec Municipality area, the time limits for delivery shall be four weeks from the singing of the contract and the Incoterm applicable shall be DAP (Delivery at Place)[[4]](#footnote-4). The implementation period of tasks shall run from the contract signing date 21 December 2024 max till 28 February 2025.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 The supplies which form the subject of the contract must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over the duration period of the warranty, as specified in the instructions to tenderers.

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, 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 3 Price**

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

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

**Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

* the contract agreement;
* 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 provided with the technical offer.

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.

**Article 5 Other specific conditions applying to the contract**

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 data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the contract shall apply:<specify conditions>

Done in English in two originals, one original being for the contracting authority and one original being for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)