# *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**

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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 6 Subcontracting**

6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

**Article 7 Supply of documents**

- Preparation of technical feasibility study and work plan for contract implementation in North Macedonia and in Albania,

- Certificate CE of products

**Article 8 Assistance with local regulations**

Licence in case of requirements by country.

**Article 9 General obligations**

9.9 Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

**Article 10 Origin**

10.1 All goods purchased must originate in an eligible source country as defined in the Instrument for Pre-Accession Assistance 2014-2020 (IPA II)  under the Regulation (EU) N°236/2014 . For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Goods originating in the EU includes goods originating in the Overseas Countries and Territories

## **Article 11 Performance guarantee**

11.1 5 %

**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 to damaged items of supplies as it is stated in the contract.

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 complete with an amount that can be a multiple or fraction of the contract value.

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is 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 In the case of use of Incoterms, 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-1)*, 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 Submission of the programme of implementation of the tasks shall be no later than 2 weeks from the signing of the contract.

**Article 14 Contractor’s drawings**

14.1 Drawings and/or samples required from the contractor: Preparation of technical feasibility study and work plan for contract implementation in North Macedonia and in Albania; Certificate CE of products;

**Article 15 Sufficiency of tender prices**

15.1 N/A.

**Article 16 Tax and customs arrangements**

16.1 Delivery conditions are DAP with no taxes and customs.

**Article 17 Patents and licences**

17.1 Applicable Article 17 of the general conditions.

**Article 18 Commencement order**

18.1Date on which implementation of the tasks is to commence: 18 December 2024

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

19.1up to 60 calendar days

**Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 Inspection and testing of goods should be done after installation on places by specialised expert.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Payments will be done in three tranches, first pre-financing payment 20% of the total amount of the contract, second pre-financing 60% and one final payment 20%.

Payments shall be authorised and made by Green Institute Legal Representative.

26.3 By derogation, the pre-financing payment shall be made within 60 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.

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)For the 20% pre-financing, 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-2), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

b) 60% after installation of PV panels at the 42 tourism businesses.

c)20 % balance,the invoice(s) together with the request for provisional acceptance of the supplies and after technical test by independent expert which will occur after the commissioning of the PV panels.

26.9The contract doesn’t 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**

29.3The packaging shall remain the property of the contractor subject to environmental considerations.

29.5/6/7 CE certificate should accompany each delivery and markings on the packaging.

**Article 31 Provisional acceptance**

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

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 Warranty shall apply to PV panels, spare-parts and installation works.

32.7 The warranty must remain valid for minimum 5 years after provisional acceptance.

**Article 33 After-sales service**

33.1 Contractor provide after-sales service warranty and remote assistance through Customer service.

**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 ofthe courts of Brussels, Belgium.

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

**Article 45 Further additional clauses**

N/A.

\* \* \*

1. Idem. [↑](#footnote-ref-1)
2. 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-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)