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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No

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

Ministry of Environment and Physical Planning,

Square Presveta Bogorodica no. 3

1000 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: Transboundary Air Pollution Health Index, Development and Implementation**

**CONTRACT TITLE: “Supply of Air Quality Monitoring Equipment”**

**Identification number** TRAP/MoEPP/MK/2018/TD03

**Article 1 Subject**

1.1 The subject of the contract is the supply, delivery, unloading, installation, testing, training and putting into operation by the contractor of the following goods air quality monitoring equipment; consumables and spare parts presented in the table:

|  |  |  |
| --- | --- | --- |
| **Air Quality Monitoring Equipment** | | |
| 1 | Air quality Monitoring station (includes the following set of analyzers: PM2.5, PM10, O3, NO-NO2-NOx, SO2 and CO analyzers, container, Calibration gases with calibrator and zero gas generator meteorological equipment, Data acquisition system (Data logger, 4G GSM routers and software), PM10 (PM2.5, PM1) sequential standard reference sampler, PC (lap-top) | 1 |
| 2 | Automatic analyzer for measuring of suspended particulate matter PM10 | 1 |
| 3 | Automatic analyzer for measuring of suspended particulate matter PM2.5 | 1 |
| 4 | Sulphur dioxide (SO2) analyzer | 1 |
| 5 | Nitrogen dioxide and oxides of nitrogen (NO - NO2 – NOX) analyzer | 1 |
| 6 | Carbon monoxide (CO) analyzer | 1 |
| 7 | Ozone (O3) analyzer | 1 |
| 8 | Meteorological equipment | 1 |
| 9 | PM10 (PM2.5, PM1) sequential standard reference sampler | 1 |
| 10 | Data acquisition system (Data logger, 4G GSM routers and software) | 1 |
| 11 | PC (Laptop) | 1 |
| 12 | Training | 1 |

The place of acceptance of the supplies shall be specified in the Technical Specification (Annex II), the time limits for delivery shall be 60 calendar days and the Incoterm applicable shall be DDP [[4]](#footnote-4). The implementation period of tasks shall run from commencement date of the contract to date for provisional acceptance.

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

**Article 2 Origin**

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

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). The total maximum contract price shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_EUR

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 (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.

**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 legal affairs unit of DG International Cooperation and Development

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | | | | |
| Name: |  | Name: Naser Nuredini | | |  | | |
| Title: |  | Title: Minister,  Ministry of Environment and Physical Planning | |  | |
| 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) Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)