**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**(GCC Clause 1) Definitions**

(g) The Purchaser is Centre for Development of Polog Planning Region

Ilindenska no.335, SEEU Campus, building no. 602

 1200 Tetovo

 R. of N. Macedonia

(h) The Consultant is INFRASTRUKTUR & UMWELT / SELHOFF GmbH / BAR E.C.E

 Germany

(i) The Supplier is XXX

 XXX

 R. of North Macedonia.

(j) The Project site Regional landfill “Rusino” Sushica, Gostivar R. of N. Macedonia

**(GCC Clause 10). Delivery and documents**

The Supplier shall deliver and install the Solar Photovoltaic System with an output of 230 V alternate current to/at the designated location.

The required items and numbers of the system include:

|  |  |
| --- | --- |
| Solar Panels, 275 ± 10 Wp (Watt peak), efficiency minimum 15% | 8 |
| Inverter 24 V / 3000 W minimum | 1 |
|  |  |
| Maintenance free, sealed gel lead-acid batteries 12V / 200Ah minimum | 6 |
| Solar charge controller to prevent overcharging of the batteries | 1 |
| Steel frame to install the solar panels on top of the weighbridge cabin including a ladder to access the panels for maintenance and cleaning purposes | 1 |
| Installation of the system at the designated location including all cables and installation materials | 1 |

All items shall be integrated into one off grid system and designed / manufactured such that the entire system functions faultless to produce the required output (230 V ac) and can provide a minimum of 5000 Wh per day. The system and all components shall be supplied with a warrantee of 10 years minimum guaranteeing performance of at least 80% of the initial performance of all components and the entire system.

The Supplier should complete all activities specified in the terms of reference/technical specification no later than 20 days after contract commencement date.

**(GCC Clause 16) Payment**

Payments will be made in Swiss Francs (CHF) based on actual performance achieved and actual expenditures and upon acceptance of the goods supplied by the Purchaser.

The Consultant (IU) manages a fiduciary fund for SECO. Payments will be made by the Consultant from these funds as specified in Appendix 1 (Payment Procedures) to the Contract.

For items billed in MKD, the official exchange rate of the National Bank of the Republic of North Macedonia on the day of issuing the invoice shall prevail and be indicated by the Supplier.

The payment will be realised up to 45 days from the date of successful completion of the contract.

**(GCC Clause 17) Prices**

No price adjustment is payable under this Contract as a result of changes in the costs of labour and material components.

**(GCC Clause 23) Liquidated damages**

Applicable Rate: 0,5 % per day for delayed items

Maximum deduction: 5% of total Contract price and contract termination.

**(GCC Clause 29) Governing language**

29.1 The governing language shall be English.

**(GCC Clause 31) Notices**

31.1 The Purchaser address for notice purposes is:

Centre for Development of Polog Planning Region

Ilindenska no.335, SEEU Campus, building no. 602

1200 Tetovo

R. of N. Macedonia

The Supplier address for notice purpose is:

xxx

**(GCC Clause 32) Taxes and duties**

The goods financed by SECO under this project are exempted from customs, duties, levies, fiscal and any other present or future taxes imposed under the law of the Principal’s country.

If in some cases it is not possible to avoid the payment of customs, duties, taxes etc. the Contractor has to request a corresponding reimbursement at the pertinent authorities.

The corresponding manual is on the following address:

<http://www.ujp.gov.mk/files/attachment/0000/1168/08-3210_1_Osloboduvanje_od_DDV_pri_realizacija_na_proekti_finansirani_od_stranski_donatori_i_IPA_fondovi_23.05.2019.pdf>

### Appendix 1. Payment Procedures

The procedures to be followed in applying for payments shall be as follows:

The Supplier shall submit:

– The original of the invoices and supporting documents to:

Centre for Development of Polog Planning Region
c/o INFRASTRUKTUR & UMWELT
Professor Böhm und Partner
Julius-Reiber-Str. 17
64293 Darmstadt
GERMANY

mailto:o.borhan@iu-info.de

– Copies of the documents specified above and a copy of the invoices to the Project Manager of the Purchaser.

The Consultant shall check the invoices and supporting documents, e.g. with regard to their compliance with the progress of the works.

Payments will be made based on the contract signed by the Purchaser and the Supplier.

The Consultant reserves the right to consider payment of invoices 45 (forty-five) days after the submission of the invoices by the Supplier.

The Consultant will make the payment directly to the account of the Supplier.