# *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 Contact name: Novica Zecevic
Address: 11 Oktomvri br.23a, 1000 Skopje
E-mail:

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**

The official approval of all required documents described in Article 14 these Special Conditions (User Мanuals), and provided by the Contractor, is made by the Contracting Authority during the Provisional Acceptance.

**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 (Official Journal No. 39/2005; No. 4/2008; No. 48/2010; No. 158/2010; No. 44/2011; No. 53/2011; No. 11/2012; No. 171/2012 and No. 187/2013).

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 or co financing. These measures must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .

**Article 10 Origin**

10.1 All supplies under this contract may originate from any country

## **Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1(a) No derogation from the General Conditions

12.1(b) No derogation from the General Conditions

 12.2(a), paragraph 1 No derogation from the General Conditions

 12.2(a), paragraph 2 No derogation from the General Conditions

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:

* ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
* *‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 The delivery of supplies shall take place at the premises of PUBLIC ENTERPRISE FOR MANAGING AND PROTECTION FF THE MULTIPURPOSEAREA – JASEN, address St. 11 Oktomvri No.23a, 1000 Skopje, Republic of North Macedonia, as requested by the Contracting Authority, but not later than December 2023.

The Contractor shall inform the Contracting Authority at latest two weeks before the foreseen delivery of the Communication and Informative Material at the premises of the PUBLIC ENTERPRISE FOR MANAGING AND PROTECTION FF THE MULTIPURPOSEAREA – JASEN, address St. 11 Oktomvri No.23a, 1000 Skopje, Republic of North Macedonia.

**Article 14 Contractor’s drawings**

14.1 The Contractor will deliver all technical specifications of the communication, informative and training material usually provided by the contractor.

**Article 15 Sufficiency of tender prices**

15.1 The prices in the contract are fixed and not subject to any revision.

**Article 16 Tax and customs arrangements**

16.1 The Delivery conditions are DDP.

**Article 17 Patents and licences**

17.1 No derogation from the General Conditions.

**Article 18 Commencement order**

18.1The implementation of the contract shall commence on the date of signature of the contract by both parties.

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

19.1The start date for implementation shall be date of commencement of the contract by both parties.

19.2 The period for implementing the tasks is on request by the Contracting Authority, but not later than December 2023.

**Article 24 Quality of supplies**

24.2 In addition to the general provision of this article in the General Conditions, the supplies and services purchased under this contract shall conform to the standards mentioned in the Technical Specifications.

**Article 25 Inspection and testing**

25.2 The supplies and the whole system shall be inspected and tested at the place of acceptance as per the provisional distribution list enclosed in Annex II: Technical Specifications – Distribution List).

The verification tests shall be carried out after the supplies are delivered, installed and put into operation. The tests shall be performed by the Contractor following pre-defined test scenarios in the presence of duly authorized representatives of the Contracting Authority.

The Contractor shall furnish, install and commission all equipment, fittings and fixings, including final installation and connection and all miscellaneous items of equipment, fixings and fittings in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during installation and commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

 It shall be the sole responsibility of the Contractor to inspect all site dimensions for completeness and accuracy of placement before commencement of delivery and all occasions for delay.

The cost of these activities shall be contained in the overall price of the supplies. The testing shall be done within 14 days after the delivery of the supplies.

**Article 26 General principles for payments**

26.1 The Contract will be concluded in the currency shown on the financial offer (specimen in Annex IV).

In case of foreign suppliers, the payments shall be made in EURO.

In case of domestic suppliers (suppliers from Republic of North Macedonia) payments shall be made in MKD.

Payment under the contract shall be made after acceptance of supplies by the Contracting Authority through signature of acceptance protocol and certificate of acceptance.

Payment shall be authorised by

Novica Zecevic, Director

PUBLIC ENTERPRISE FOR MANAGING AND PROTECTION FF THE MULTIPURPOSE AREA – JASEN,

St. 11 Oktomvri No.23a,

1000, Skopje

Republic of North Macedonia

In case the contract is concluded in EURO, and payments are made in national currency, applicable exchange rate must be InforEuro exchange rate for the month when the invoice is issued.

By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above an invoice for the 100% balance, following acceptance of the respective supplies.

26.9No 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**

* 1. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination.
	2. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

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

 29.5/6/7 Manufacturer’s certificates and technical information, Commercial invoice, packaging lists, originals of the Certificate of Origin and Document of Delivered Goods to the components of the supply shall accompany the delivery.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

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

**Article 33 After-sales service**

33.1 No after-sales services are required.

**Article 40 Settlement of disputes**

40.1 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Republic of Macedonia in accordance with the national legislation of the state of the Contracting Authority.

**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[[2]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

 **Article 45 Further additional clauses**

Not applicable

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1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)