# *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 person for the Contracting Authority is
Novica Zecevic
Public enterprise for the management and protection of the multipurpose area "Jasen"
11 Oktomvri br.23A 1000 Skopje
E-mail: zecevicmk@yahoo.com

Contact person for the Contractor is
XXXXX
XXXXX
XXXXX
E-mail:

Official channel for communication will be 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**

No drawings and other documents to be supplied by the Contractor

**Article 8 Assistance with local regulations**

The personal protective equipment should be in accordance with the Rulebook on the type and appearance of the uniform, the type of protective equipment and the manner of checking and testing its correctness (Official gazette no.166/2019 and no.250/2020)

**Article 9 General obligations**

9.9 The equipment should be marked according to instructions in the INFORMATION AND PUBLICITY GUIDE FOR FINAL BENEFICIARIES OF THE 2ND CALL FOR PROPOSALS <http://www.ipa-cbc-programme.eu/gallery/Files/2nd%20Call/15_Information--Publicity-Guide_December-2019.pdf>

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No guarantee required.

**Article 15 Sufficiency of tender prices**

15.1 No derogation from General Conditions

**Article 16 Tax and customs arrangements**

16.1 The delivery conditions are DAP instead of DDP as mentioned in the general conditions.

**Article 18 Commencement order**

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

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

19.1Implementation period of the tasks in 90 calendar days in relation to the date stipulated in the previous article

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 All goods will be inspected and tested in place of delivery in accordance with Article 25 of the general conditions and the practical arrangements for testing.

**Article 26 General principles for payments**

26.1 Payments shall be made in MKD.

Pre-financing is applicable to this contract

Payments shall be authorised and made by Public enterprise for the management and protection of the multipurpose area "Jasen" **Project Sol-na**

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 15 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: the invoice(s) together with the request for provisional acceptance of the supplies.

26.9The contract does not 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 become the property of the recipient subject to environmental considerations.

29.5/6/7 All deliveries must be accompanied by minimum the following documents: Statement drawn up by the Contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications in the tender dossier, packaging lists, originals of the Certificate of origin and Document of Delivered goods. If the contracting authority identifies further need for documents, the contractor will be informed within 30 calendar days of delivery and shall provide them at no extra cost.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 Minimum warranty of 2 (two) year for the supplies as described in ANNEX II and III: Technical specifications and Technical offer

32.7 The warranty must remain valid for <2 year> after provisional acceptance.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Court in Skopje 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[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.

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