

# ***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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand.

Contact details for the Contracting Authority:

Contact person: Mrs.HristinaJonovska  
Adress: Public Communal Enterprise "Proleter"  
St. "Obikolna" 22, 7310Resen  
Republic of North Macedonia  
e-mail: jkpresen@gmail.com

Contact details for the Contractor:

Contact person: < name >  
Address: < address >  
Email: < e-mail address >

- 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 Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

## **Article 7 Supply of documents**

The official approval of all required documents described in Article 14 these Special Conditions (User Manuals), 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 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](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

## **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country as defined in Interreg IPA Cross-border Cooperation Programme “Greece – Republic of North Macedonia 2014-2020”. 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.

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

- 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

- 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.’ 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 the Public Communal Enterprise “Proleter”, St. Obikola 22, 7310 Resen, 35 days after the tenderer has received a purchase contract.

### **Article 14 Contractor’s drawings**

14.1 The Contractor will deliver User manuals in English and Macedonian Language and other technical specifications of the equipment usually provided by the producer.

### **Article 15 Sufficiency of tender prices**

15.1 The price in the contract is 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 Noderogation from Article 17 of the general conditions.

### **Article 18 Commencement order**

18.1 The 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**

19.1 The period for implementing the tasks is 35 days after the commencement date of the contract.

### **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 shall be inspected and tested at the place of acceptance.

The verification tests shall be carried out after the supplies are delivered and put into operation. The tests shall be performed by the Contractor in the presence of duly authorized representatives of the Contracting Authority. The Contracting Authority may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting Authority, and shall repeat the test and/or inspection, at no cost to the Contracting Authority.

The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Contracting Authority or its representative, nor the issue of any report, shall release the Contractor from any warranties or other obligations under the Contract.

The Contracting Authority shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting Authority shall afford all reasonable opportunity for the Contractor to inspect such defects.

Upon receipt of such notice, the Contractor shall, within the period mutually agreed, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Contracting Authority.

If having been notified, the Contractor fails to remedy the defect within the period agreed, the Contracting Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Contractor under the Contract.

## **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, payments shall be made in EURO.

In case of domestic supplier payments shall be made in MKD.

In case the contract is concluded in EURO, and payments are made in national currency, applicable exchange rate must be InforEuro exchange rate of the month and year corresponding to the deadline for submitting applications. The invoices have to be issued through the system of Public Revenue Office of the Republic of North Macedonia as the Project "Development of an Action Plan for Management of Bio-wastes at the Cross-Border Region" – Less Waste II is excluded from the tax system.

Pre-financing is not applicable to this contract.

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

Payments shall be authorised and made by Mrs. Hristina Jonovska, Acting Director of the Contracting Authority.

26.3 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.

26.9 The contract doesn't include a price revision clause.

## **Article 28 Delayed payments**

28.2 By 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**

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

29.5 A delivery statement drawn up by the Contractor shall include list of items to be delivered, amount of items to be delivered, indication that the goods delivered have been in perfect condition when packed at manufacturing site.

29.6 Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract. The documentation requested to prove this are invoice(s), delivery statements, and acceptance of delivery statement.

## **Article 31 Provisional acceptance**

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

## **Article 32 Warranty obligations**

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**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of The Republic of North 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, staff, 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<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

## **Article 45 Further additional clauses**

N/A

\* \* \*

---

<sup>1</sup> OJ L 205 of 21.11.2018, p. 39