**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, thegeneral conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1Contact details for the Contracting Authority:

Contact person: Mrs. HristinaJonovska

Adress: Public Communal Enterprise “Proleter”

St. ‘’Obikolna’’ 22, 7310 Resen

The 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 33 of the general conditions to the contract, 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 5 Supervisor and supervisor’s representative**

5.2 The construction site supervisor and its representatives will be assigned by the Contracting Authority with another contract.

5.3 The site supervisor and its representatives have the powers and responsibilities described in the Macedonian building law.

5.4 Instructions and/or orders issued by the Supervisor shall be by way of administrative orders. All administrative order by the Supervisor shall be issued in three copies, one for the Supervisor, one for the Contracting Authority and one for the Contractor.

**Article 8 Documents to be provided**

8.1 Within 1 day of the signing of the contract, the Contracting Authority shall provide to the Contractor and the Supervisor, free of charge, a copy of the drawings, documents for approval of the investment design and building permit prepared for the implementation of tasks, specifications and other contract documents.

**Article 9 Access to the site**

9.1 The contractor is reminded that there is a head of delegation of the European Commission in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

**Article 12 General obligations**

12.9 The visibility measures must comply with rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission - http://ec.europa.eu/europeaid/work/visibility/index\_en.htm\_en

**Article 15 Performance guarantee**

15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

**Article 16 Liabilities and insurance**

16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

16.1 b) By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

**Article 17 Programme of implementation of tasks**

17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works and shall be based on the tranches foreseen in Article 49.1 of the special conditions.

**Article 21 Exceptional risks**

21.4 N/A

**Article 24 Interference with traffic**

24.2 The Contractor shall use traffic control devices such as permanent signs, traffic cones, barricades etc and ensure all the road users along the work zone.

**Article 34 Period of implementation of tasks**

34.1 10 (ten) days from contract signature.

**Article 36 Delays in the implementation of tasks**

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

**Article 39 Work register**

39.1 The work register is required and will be accomplished according to Art. 39 in General Conditions.

**Article 40 Origin and quality of works and materials**

## 40.1 All goods purchased under the contract may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the breakdown of the lump-sumprice (Volume 4.2.3)isbelowEUR 100 000.

## For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

**Article 44: General principles for payments**

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

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

44.2 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 “A real time monitoring and leakage detection and reduction system in water distribution networks – Smart Water Save”is excluded from the tax system.

**Article 46 Pre-financing**

46.3(c) By derogation to Article 46.3(c) of the general conditions, no pre-financing guarantee is required.

**Article 47 Retention monies**

N/A

**Article 48 Price revision**

48.1 Prices are fixed and shall not be revised.

**Article 49 Measurement**

49.1 This is a lump‑sum contract. 100% after completion of 100% of the firm quantities for which the Contractor submitted its all-in price.

**Article 50 Interim payments**

50.1 N/A

**Article 61 Defects liability**

61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

**Article 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of of the Republic of North Macedoniain accordance with the national legislation of the state of the contracting authority.

**Article 72 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[[1]](#footnote-2) and as detailed in the specific privacy statement published at ePRAG.

**Article 73 Further additional clauses**

N/A

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)