

## *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 Contracting Authority:

Mrs. Evegenija Bektash Josifovska,  
Municipality of Bitola  
Boulevard 1-st of May  
7000 Bitola  
E-mail: cinecultureprojectbitola@gmail.com

Contract person for Contractor:

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- 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

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required to use the electronic system for all communications within a maximum period of 3 months.

## **Article 7 Supply of documents**

No drawings or other documents to be submitted by Contractor after signing of the contract.

## **Article 10 Origin**

10.1 All supplies under this contract may originate from any country..

## **Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

## **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**

19.1 Implementation period of the tasks will be 90 calendar days in relation to the date stipulated in the article 18.1.

## **Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

## **Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by Municipality of Bitola, 61 Boulevard 1-st of May, 7000 Bitola.

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.

26.5 By derogation payment will be 100 % balance payment, the invoice(s) in duplicate together with the request for provisional acceptance of the supplies.

## **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

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general conditions. The demand must be submitted within two months of receiving late payment.

## **Article 29 Delivery**

29.3 The packaging shall remain the property of the contractor subject to environmental considerations.

29.5/6/7 Every delivery must be accompanied for manuals for using the equipment translated in Macedonian language.

## **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 one year after provisional acceptance.

## **Article 33 After-sales service**

33.1 The contractor must provide after-sales service for at least two years, which services include spare part and service of equipment. The 50% of the performance guarantee will be assigned to that activity.

## **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 Bitola 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

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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.

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

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