# *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 related to this contract must state the contract title and contract number and must be sent by post, e-mail or delivered by hand on the following address:

**a) For the Contracting Authority:**

Name: Municipality of Bitola,

Dejan Dodovski

Address: Blv. “1-vi Maj” 61,7000 Bitola

E-mail: [dejand@bitola.gov.mk](mailto:goce.bogoevski@cosv.org)

**b) For the Contractor (to be defined at the stage of contracting)**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA II programme. 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 to the relevant international agreement applicable.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.1 Any identified damage to the supplies or items will not be accepted by the Contracting authority and the Contractor will substitute with new.

**Article 16 Tax and customs arrangements**

16.1 Delivery of the supplies will be done at the premises of the Contracting Authority DAP.

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

19.1The implementation period of tasks shall run from 11.09.2023 to 11.11.2023

**Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is required

**Article 26 General principles for payments**

26.1 Payments shall be made in MKD.

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 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

a)By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required; the total amount of the contract will be paid by the Contracting Authority after final acceptance.

**Article 29 Delivery**

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

**Article 31 Provisional acceptance**

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

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.6 <Specify any additional obligations under the warranty, e.g. commercial warranty>

32.7 The warranty must remain valid for one year after final 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 Prilep>in accordance with the national legislation of the state of the contracting authority.

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