

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.

On behalf of the Contracting Authority:
Contact person: Mr. Tomislav Shuminoski
Address: Public Institution "National Park Pelister"
St. "Vienska" 14, 7000 Bitola
Republic of North Macedonia
e-mail: preventpelister@gmail.com

On behalf of 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 7 Supply of documents

Technical brochures, technical data sheets etc. showing in details type, dimensions, size and description of the offered vehicles and/or technical documentation proving the required performance and parameters in order to verify the compliance with the technical specifications and standard user manuals and safety instruction must be provided for the supplies described in ANNEX II and III Technical specification and Technical offer

Article 8 Assistance with local regulations

The Contractor shall, in performing the Contract, comply with all applicable national laws.

The Contractor shall pay all taxes, duties and fees, and obtain all permits that may be required by the national authorities, licenses and approvals, as required by the laws of Republic of North Macedonia in relation to the contract. The Contractor is responsible to become timely acquainted with any relevant legal provisions in force in The Republic of North Macedonia, including those that may be required by the different national competent authorities for import, permitting, or customs clearance of the goods so as to avoid any associated delays during the implementation period. The Contractor shall indemnify and hold the Contracting Authority harmless from consequences of failure to do so or from eventual delays.

The Contractor may contact the Contracting Authority in order to receive information about the VAT exemption, and/or taxes of equivalent effect, stamp or registration duties or any other charge having equivalent effect and the Customs procedures.

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 according to the Project Implementation Manual (Version 4) of the Interreg IPA Cross-border Cooperation Programme “Greece – Republic of North Macedonia 2014-2020” 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

Article 10 Origin

- 10.1 All goods purchased can originate in 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.*¹The 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 Institution “National Park Pelister”, St. Vienska 14, 7000 Bitola, 30 days from the conclusion of the contract

Article 14 Contractor’s drawings

- 14.1 Together with the supply of the relevant equipment the Contractor shall provide the Contracting Authority with the applicable up to date user manual.

Article 15 Sufficiency of tender prices

- 15.1 No derogation of Article 15 of the general conditions.

Article 16 Tax and customs arrangements

- 16.1 No derogation from General Conditions.

Article 17 Patents and licences

- 17.1 No derogation 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 of implementation of tasks starting from the commencement date and ending on the date of issuance of the Provisional Acceptance certificate shall be 30 calendar days.

Article 24 Quality of supplies

- 24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

- 25.2 The vehicles shall be inspected and tested in accordance with Article 25 of the general conditions at the premises of the Contracting authority.

Article 26 General principles for payments

- 26.1 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 “Modern Tools for Wildfires’ and Floods’ Risk punctual forecast and monitoring and innovative techniques for citizens’

¹See <http://www.iccwbo.org/incoterms/>

safeguard awareness and preparedness”– entitledPREVEN-T is excluded from the tax system

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by Project manager Mr.TomislavShuminoski.

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.

26.9 The present contract does not include a price revision clause.

Article 28 Delayed payments

28.2 No derogation from Article 28.2 of the General Conditions shall apply.

Article 29 Delivery

29.5/6/7 Delivery of each vehicle shall be accompanied with these documents:

- Invoice (with the name and reference number of the project),
 - Warranty Certificate,
 - Certificate/declaration of conformity, maintenance and user manuals in English/Macedonian language,
 - Certificate of the Road Traffic Safety Agency on vehicles testing, Registration certificate for motor vehicles necessary for the registration of a vehicle.

Each vehicle must be marked in accordance with the Communication and Visibility Requirements for EU-financed external actions published by the European Commission (Communication and Visibility Requirements for EU External Actions | International Partnerships (europa.eu)).

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11. The equipment shall be taken over by the Contracting Authority when they have been delivered in accordance with the Contract, and have been commissioned as the case may be, have satisfactorily passed the required tests, and a certificate of provisional acceptance has been issued or is deemed to be issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

Article 32 Warranty obligations

32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials.

32.7 The warranty must remain valid for two years after provisional acceptance.

Article 33 After-sales service

33.1 No derogation from General Conditions.

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 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, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

Article 45 Further additional clauses

N/A

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¹ OJ L 205 of 21.11.2018, p. 39