**VOLUME 2**

**SECTION 3**

**SPECIAL CONDITIONS**

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general 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**

4.1. For the Contracting Authority:

Municipality of Berovo

Address: street.Dimitar Vlahov no.10, 2330 Berovo, R. of North Macedonia, Represented by the Major of Municiplity of Berovo, Zvonko Pekevski.

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 Supervisor and its representative will have an access to the full technical documentation and specifications

5.3 The power of the Supervisor and its representative is in compliance with Macedonian legislation. The Supervisor shall be appointed under Service procurement procedure: "Supervision of the Improvement of the rehabilitation of two classrooms and the sewerage system in Municipal Secondary School “Aco Ruskovski”within the frame of the project. The purpose of this service contract is the provision of Independent Construction Supervisor for the implementation of the works required by the project in compliance with Macedonian legislation for Construction works (the provisions of the Law of Spatial Planning and the all-relevant Regulations)

Any approval, inspection, certificate, examination, instruction, proposal, request, test or other similar action of the Supervisor shall not relieve the Contractor of any of his duties

5.4 Instruction 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 7 Subcontracting**

7.3 Not derogation from the General Conditions (Article 7).

**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.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the head of delegation of the European Commission at the following official address:

<Enter official address.>

**Article 12 General obligations**

12.9 The visibility measures must comply with the rules laid down in the Communication and Visibility Manual for EU Ex.iemal Actions published by the European Commission. [http://ec.europa.eu/europeaid/work/visibilitv/clocuments/communication and visibilitv manual en.pelf](http://ec.europa.eu/europeaid/work/visibilitv/clocuments/communication%20and%20visibilitv%20manual%20en.pelf)

**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.

17.2. The supervisor shall return this document to the contractor with any relevant remarks within 10 days of receipt, save where the supervisor, within those 10 days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

**Article 21 Exceptional risks**

21.4 No derogation from General Condition

**Article 34 Period of implementation of tasks**

34.1 The period of implementation of the tasks will be of the duration of 2 months.

**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 not required.

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

40.1 For „Reconstruction of two classrooms and rehabilitation of the sewage network in the premises of OSU Aco Ruskovski in Berovo“ аll goods purchased and materials under the contract may originate in any country.

## 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.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

(\*) - Macedonian standards transposing European or international standards, or equivalent;

- Macedonian standards or equivalent;

- In case that there are no published standards apply Macedonian technical approvals and regulations for the design, implementation and supervision of works or individual construction works.

40.3 The preliminary technical acceptance will be conducted according the national legislation and the conditions governing its implementation. The acceptance will be confirmed by the Supervisor (Final Technical Report for the Civil Construction).

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in Macedonian national currency. The conversion into euro of the real costs borne by the national currency shall be done at the exchange rate of the European Commission on the day of payment for Macedonian Denar. [http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/inforeuro en.cfm](http://ec.europa.eu/budget/contracts%20grants/info%20contracts/inforeuro/inforeuro%20en.cfm)

By derogation to Article 44.3.a), pre-financing payment to the contractor for the lump-sum advance shall be made within 60 days

**Article 46 Pre-financing**

46.1 The only pre-financing granted to the contractor, is the lump sum advance referred to in Article 46.1(a).

46.2 By derogation to Article 46.2 of the general conditions, the lump sum advance referred to in Article 46.1(a) shall be 20% of the original contract price.

**Article 47 Retention monies**

47.1 The sum retained to guarantee implementation of the contractor’s obligations during the defects liability period is 10 % of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee.

**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.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Percentage** | **Nature** | **Timing** |
| 1. | 20% | Lump-sum advance of Article 46.1(a) | After conclusion of the contract |
| 2. | 70% | Interim payment of Article 50 | Payments based on monthly situations for the performed works up to 50% of the contracted a.111ow1t  The interim payment confirmed a.11d verified by the Supervisor a.11d Contracting Authority within 30 days |
| 5 | 10% | Retention money of Article 47 | Within 45 days of the issuing of the signed final statement of account |

**Article 50 Interim payments**

50.7 The interim payments will be paid as determined in Article 49.1 of these special conditions.

**[**For direct management, add the following article:

**Article 53 Delayed payments**

53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment]

**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 effect 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 Regional Court in 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-1) and as detailed in the specific privacy statement published at ePRAG.]

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