**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 Any written communications between the Contracting Authority and the Contractor, should contain the name of the contract, the identification number and can be done by post mail, e-mail or personal delivery to the following addresses:

**For the Contracting Authority:**

Municipality of Kriva Palanka.

St. Joakim Osogovski 175

Mrs. Daniela Anastasovska, project coordinatotr

E-mail: [opkp@krivapalanka.gov.mk](mailto:opkp@krivapalanka.gov.mk)

**For the Contractor:**

Name of Contractor:

Address:

Contact person:

E-mail:

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 Supply of documents**

8.1. Within 15 days 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.

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:

Joint Secretariat

7 Marin Drinov Street

2500 Kyustendil

Bulgaria

**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.

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 Not applicable

**Article 34 Period of implementation of tasks**

34.1 Period of implementation of tasks: 6 (six) 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 required and will be accomplished according to Art. 39 in General Conditions

39.2 The statements shall form an integral part of the work register but may, where appropriate, be recorded in separate documents. The statements for work registration will be complied by the Contractor and will be approved by the Investor control at the same time.

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

## 40.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Interreg-IPA CBC Programme Bulgaria-North Macedonia 2014-2020, CCI No 2014TC16I5CB006. 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. In case the amount of the supplied goods is below 100 000 EUR, all supplies under this contract may originate from 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.

**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 euro or national currency.

**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**

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. | 0% | Lump-sum advance of Article 46.1(a) | After conclusion of the contract |
| 2. | 20 % | Interim payment of Article 50 | After completion of 20% of the firm quantities for which the Contractor submitted its all-in price. |
| 3. | 20% | Interim payment of Article 50 | After completion of 40% of the firm quantities for which the Contractor submitted its all-in price. |
| 4 | 20% | Interim payment of Article 50 | After completion of 60% of the firm quantities for which the Contractor submitted its all-in price. |
| 5 | 30% | Interim payment of Article 50 | After completion of 100% of the firm quantities for which the Contractor submitted its all-in price. |
| 6 | 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.

**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 disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Kriva Palanka Primary 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.]

\* \* \*

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