# *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**

* 1. 4.1 For Contracting authority For contractor

Clinical hospital Bitola Name

ASNOM bb,7000 Bitola Address

Republic of North Macedonia

[bolnica.bitola@gmail.com](mailto:bolnica.bitola@gmail.com) 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 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 6 Subcontracting**

**Article 7 Supply of documents**

The official approval of all required documents described in the Technical Specifications, and provided by the Contractor is made by the Contracting Authority during the Provisional Acceptance.

**Article 8 Assistance with local regulations**

Not applicable

**Article 9 General obligations**

* 1. 9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Requirements for EU External Actions published by the European Commission:

**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 (Council regulation (EU) N° 236/2014 of 11 March 2014) 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.

## They may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

By derogation from Article 12.2(a), paragraph 1, of the general conditions, with submission of the first invoice for payment under the contract, the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

**Article 13 Programme of implementation of tasks**

13.2 NA

**Article 14 Contractor’s drawings**

14.1 <No specific drawings and/or samples are required from the Contractor

**Article 15 Sufficiency of tender prices**

15.1 There are no additional provisions regarding Article 15 of the General Conditions.

**Article 16 Tax and customs arrangements**

16.1 NA

**Article 17 Patents and licences**

17.1 There is no derogation from Article 17 of the General Conditions

**Article 18 Commencement order**

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**

19.1From 15-30 days according previous article,until issuing provisional acceptance certificate.

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required

**Article 25 Inspection and testing**

25.2 25.2 25.1. The contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the project manager to proceed with acceptance of the supplies. The contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

25.2. The project manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions.

25.3. For the purposes of such tests and inspections, the contractor shall:

a) provide the project manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;

b) agree, with the project manager, on the time and place for tests;

c) provide access to the project manager at all reasonable times to the place where the tests are to be carried out.

**Article 26 General principles for payments**

26.1 Payments shall be made in MKD

Pre-financing is not applicable to this contract

Payments shall be authorised and made by Clinical hospital Bitola.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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

a)For the 100 % balance the invoice presented in MKD 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 general conditions. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.3No specific requirement.

**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 365 days after provisional acceptance.

**Article 33 After-sales service**

33.1 NA

**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 of the Beneficiary Country 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 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-2) and as detailed in the specific privacy statement published at ePRAG.

1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-2)