# *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 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 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**

**Article 9 General obligations**

9.9 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:

 <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

**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 The amount of the performance guarantee shall be 5 % of the total contract price, including any amounts stipulated in addenda to the contract

**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**

**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**

**Article 17 Patents and licences**

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

**Article 18 Commencement order**

18.1 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 10-20 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 25.1. 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.

25.4. If the project manager is not present on the date agreed for tests, the contractor may, unless otherwise instructed by the project manager, proceed with the tests, which shall be deemed to have been made in the project manager's presence. The contractor shall immediately send duly certified copies of the test results to the project manager, who shall, if it has not attended the test, be bound by the test results.

25.5. When components and materials have passed the above-mentioned tests, the project manager shall notify the contractor or endorse the contractor's certificate to that effect.

25.6. If the project manager and the contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The project manager or the contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert selected by common consent. All test reports shall be submitted to the project manager, who shall communicate the results of these tests without delay to the contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the party whose views are proved wrong by the retesting.

. 25.7. In the performance of their duties, the project manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

**Article 26 General principles for payments**

* 1. Payments shall be made as it is shown below.

|  |  |  |
| --- | --- | --- |
| **Month** |  | **MKD** |
| **1** | **Maximum pre-financing payment** | Maximum 15 % of the contract value |
|  |  |  |
| **2019** | **Balance** | Minimum 85% of the contract value |
|  | **Total** | <Total contract value> |

 26.1 According to the Law on Payment Operations and to the Law on Foreign Exchange Operations of the Beneficiary Country, all payments made by the Contracting Authority to Contractors who are physical or legal persons established in the Beneficiary Country, shall be made in the national currency (MKD). The exchange rate applied for conversion of EUR in MKD for the payment of an invoice established in EUR, shall be the exchange rate according ECB applicable on the date of payment. According to the Law on Payment Operations and to the Law on Foreign Exchange Operations of the Beneficiary Country, all payments made by the Contracting Authority to Contractors who are physical or legal persons established in the

 The Contractor shall present the invoices 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

**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 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 one year after provisional 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 of the Beneficiary Country in accordance with the national legislation of the state of the contracting authority.

**Article 44 Data protection**

Not applicable

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