**VOLUME 2**

**SECTION 3SPECIAL CONDITIONS** **FOR EUROPEAN UNION EXTERNAL ACTIONS**

**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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Contract value**

The contracting authority hereby agrees to pay to the contractor, in consideration of the execution and completion of the works and remedying of defects therein, the amount of the contract value mentioned in article 2 of the Main Conditions or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project.

The amount of the contract value mentioned in article 2 of the Main Conditions shall be composed of:

* Contract price (excluding VAT/other taxes) EUR <amount>

- VAT and other taxes EUR <amount>

* **Total price (including VAT/other taxes) EUR <amount>**

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

1. The main conditions
2. the special conditions,
3. the general conditions,
4. the PRAG Procedural rules on conciliation and arbitration.
5. the breakdown of lump-sum price.
6. the technical and/or performance specifications,
7. the design documentation (drawings),
8. any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | | Contract-article: |
| 1 | Price | Lump sum contract | 49 |
|  |  | Prices cannot be revised | 48 |
| 2 | Duration | 3 months implementation of works | 34 |
|  |  | Provisional acceptance, after completion of works | 60 |
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|  |  | Final acceptance, after expiry of defects liability period | 62 |
| 3 | Delay | 0.1% of the contract price for every day of delay | 36 |
| 4 | Supervisor | Supervisor will be appointed by the contracting authority with separate service contract | 5 |
| 5 | Bank guarantees | Performance shall be 5% of the total amount of the contract. If pre-financing is requested, pre-financing guaranty shall be provided by the contractor | 15, 46, 47 |
| 6 | Insurances | For damage to 3rd parties, unlimited for bodily injury | 16 |
|  |  | Contractor all risk insurance | 16 |
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|  |  | Insurance for soundness of works | 16 |
| 7 | Payments | lump sum advance for 10% of the original contract price, after conclusion of the contract | 46 |
|  |  | Interim payment No. 2 for 40% of the contract price, after completion of 50% of the works | 49, 50 |
|  |  | Interim payment No. 3 for 40% of the contract price, after completion of 90% of the works | 49, 50 |
|  |  | Final Payment for 10% of the contract price, after issued of Provisional acceptance certificate |  |

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1 Communication details

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority: Municipality Kriva Palanka

Marija Radeska Gjukikj - Project assistant

St Joachim Osogovski street 175, 1330 Kriva Palanka

Email: [adrenalinskipark@yahoo.com](mailto:adrenalinskipark@yahoo.com)

Contractor (or leader in the case of a joint tender):

[*Full name*]

[*Function*]

[*Company name*]

[*Full official address*]

Email: [*complete*]

**Article 5 Supervisor and supervisor’s representative**

5.2 The Supervisor shall carry out the duties specified in another contract. Except as expressly stated in the contract, the Supervisor shall not have authority to relieve the Contractor of any of its obligations under the contract.

5.3 The project site supervisor and its representatives have the powers and responsibilities described in the Macedonian Law on Spatial Planning. Under no circumstances will the Supervisor’s representative be empowered to relieve the Contractor of its obligations under the contract or – save where express instructions to that effect are given below or in the contract – order works resulting in an extension of the period of implementation of tasks or additional costs to be paid by the Contracting Authority or introduce variants in the nature or scale of the works.

5.4 Instructions and/or orders issued in writing by the Supervisor shall be considered an administrative order. Such orders shall be dated, numbered and entered by the Supervisor in a register, and copies thereof delivered by hand, where appropriate, to the Contractor's representative. Instructions and/or orders issued in writing by the Supervisor shall be made in the compliance with Macedonian Law on Spatial Planning.

**Article 8 Documents to be provided**

8.1 Main i.e. basic design (technical documentation) - “Construction of Adrenaline Park with Associated Facilities (Temporary Structures)” - (Tech. no. 04-53/2022).

8.2 Revision of the basic design “Construction of Adrenaline Park with Associated Facilities (Temporary Structures)” **-** (Tech. no. 03-129/2022).

8.3 Construction permit no. 29-3372/5.

**Article 9 Access to the site**

9.1 The contractor is reminded that there is a head of delegation of the European Union 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.

Also, the contractor is obliged to give the legal representative of the Operational Structure (Ministry of Local-self Government) and the legal representative of the Managing Authority (Ministry of Regional Development and Public Works) free access to its sites, factories, workshops, etc., and generally assist the legal representatives of above mention parties, like the project supervisor, in the performance of his duties.

**Article 12 General obligations**

12.9 The contractor to comply with its minimum obligation toward visibility and, if applicable, any additional communication activities agreed by the European Commission. These activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

The contractor is also obliged to comply with the visibility rules of the Interreg VI-A IPA Bulgaria - North Macedonia Programme i.e. Project Implementation Manual (Version 1/2025) related to general requirements and implementation on information and publicity measures.

**Article 15 Performance guarantee**

15.1 The successful tenderer will provide a performance guarantee of 5% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the counter signed contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

**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 20 Sufficiency of tender prices**

20.1 Contractor shell provide certification of the adrenaline park according to standard EN15567-1, by a licensed company (inspection and issuance of a certificate for use).

20.2 Training of rescuers by a licensed instructor according to standard EN15567-2, with issuance of a training completion license.

20.3 Instructions for equipment operation and other installations and maintenance of the course (instructions should be in English and Macedonian language).

**Article 21 Exceptional risks**

No derogation from the General Conditions.

**Article 24 Interference with traffic**

No derogation from the General Conditions.

**Article 27 Demolished materials**

27.4 Transportation, and unloading of surplus soil and other demolished materials will laid in a landfill 2 km away by the contractor. The location shall be approved and appointed by the contracting authority,

**Article 29 Temporary works**

29.2 No particular temporary works will be executed as responsibility of the contracting authority.

**Article 30 Soil studies**

30.1 No soil studies will be conducted.

**Article 32 Patents and licenses**

32.1 No derogation from the General Conditions.

**Article 34 Period of implementation of tasks**

34.1 The period of implementation of tasks is maximum 12 months after signing of the contract, but not later than 01.10.2026.

**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 To keep record i.e. archive and documentation of the construction process.

39.2 To contractor shall keep record of the following documents:

- Construction log-book;

- Construction/building book;

- Time situation(s) – Invoice(s).

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

## 40.1 All goods purchased under the contract must originate in any eligible source country as defined in the IPA III programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000. A category of similar goods to be purchased shall not be broken down over more than 1 item of the breakdown of the lump-sum price (Volume 4.2.3).

## 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.

## Please be aware that after the United Kingdom's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries and of goods originating from third countries1 will apply to candidates or tenderers from the United Kingdom, and to all candidates or tenderers proposing goods originating1 from the United Kingdom depending on the outcome of negotiations. In case such access is not provided by legal provisions in force at the time of the contract award, candidates or tenderers from the United Kingdom, and candidates or tenderers proposing goods originating1 from the United Kingdom could be rejected from the procurement procedure.

When importing goods, any change in the specified origin must be pointed out and approved by the supervisor.

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 41 Inspection and testing**

41.1 The Contracting Authority reserves the right to carry out testing and inspection directly or through the Supervisory Authority of the materials, equipment and any items that are part of the construction and installation.

**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 national currency – Macedonian Denar (MKD).

44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 90 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 90 days.

**Article 46 Pre-financing**

46.1 Pre-financing is possible.

46.2 Total amount of the pre-financing is maximum 10% (flat rate).

The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required.

46.8 Repayment of the pre-financing shall take the form of deductions based on the first interim payment.

**Article 47 Retention monies**

47.1 No retention monies are envisaged.

**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.

By measuring the percentage of works carried out in relation to the firm quantities of each item of the breakdown of the lump-sum price and by applying that percentage to the lump-sum price of the related item.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Percentage** | **Nature** | **Timing** |
| 1. | 10% | Lump-sum advance payment of Article 46.1(a) | Within 30 days after conclusion of the contract (if requested by the awarded tenderer). |
| 2. | 40% | Interim payment of Article 50 | After completion of 50% of the firm quantities for which the Contractor submitted its all-in price.  Within 90 days due under each of the interim payment certificates approved by the supervisor. |
| 3. | 40% | Interim payment of Article 50 | After completion of 90% of the firm quantities for which the Contractor submitted its all-in price.  Within 90 days due under each of the interim payment certificates approved by the supervisor. |
| 4. | 10% | Final/Balance payment | After provisional acceptance (technical reception). Within 45 days of the issuing of the signed Final statement of account (according to applicable national legislation for construction works). |

**Article 50 Interim payments**

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

**Article 51 Final statement of account**

51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

**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 60 Provisional acceptance**

60.1 In complement to Article 60.1 of the general conditions, the provisional acceptance shall be accompanied with the report prepared by the Supervisor.

**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 the Basic Court Kriva Palanka in accordance with the national legislation of the state of the contracting authority.

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled by arbitration in accordance with the PRAG procedural rules on conciliation and arbitration, annexed to this contract. Should such rules have been amended by the time the arbitration proceedings are initiated, the amended rules will apply.

**Article 72 Data protection**

For the purpose of Article 72 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

Processing of personal data related to this tender procedure 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.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs/expert profiles) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is Valentina Dimitrovska, councilor for personnel data protection in Municipality of Kriva Palanka,

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