***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

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand.

**Contract Authority:**

Medat Kurtovski, Mayor

Municipality of Mavrovo and Rostushe ,Nr 1254, village Rostushe, Republic of North Macedonia

e-mail: [rizaferabazi@gmail.com](mailto:rizaferabazi@gmail.com)

+389 78357264

**Contractor:**

# Article 7 Supply of documents

The Contractor is obliged to ensure the original brochures with suitable technical specifications of vehicle, which is required by tender documentation.

The Commercial guarantee certificate, issued according to the relevant Republic of North Macedonian law – covering the warranty period described in Article 32 – has to be submitted by the time of delivery as the latest.

# Article 10 Origin

10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Instrument for Pre-accession Assistance (IPA II). 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.

However, supplies may originate from any country if the amount of the supplies to be procured is below EUR 100.000 per purchase.

# Article 11 Performance guarantee

11.1 No performance guarantee is required.

# Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks shall be 60 days from the date both parties sign the Contract.

# Article 25 Inspection and testing

25.2 The goods will be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing.

# Article 26 General principles for payments

26.1 Payments shall be made in MKD.

Payments shall be made after the implementation of tasks and will be authorised and made by our Municipality of Mavrovo and Rostushe ,Nr 1254, village Rostushe, Republic of North Macedonia, Project: Cross-border biking: Next level adventure tourism in Mavrovo-Rostushe & Dibra.

# Article 29 Delivery

29.3 The Contractor shall bear all risks relating to the vehicles until acceptance at destination.

# Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

# Article 32 Warranty obligations

* 1. The Contractor shall warrant that the vehicles are new, unused and incorporate all recent improvements in design and special modifications required.
  2. The warranty must remain valid for <period to be specified > 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 Commercial Court in Ohrid in accordance with the national legislation of the state of the Contracting Authority.

\* \* \*