**SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS**

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.

This contract is a global price contract.

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:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* applicable only if the contract is a transnational contract: the PRAG Procedural rules on conciliation and arbitration.
* the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II);
* the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Budget (Annex V);
* specified forms and other relevant documents (Annex VI));

**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.**

**Article 2 Communications**

2.1 The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

2.2 Communication details

Any communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, e-mail or by hand to MA-Ms.LidijaNecheva, Advisor in Development Department, Municipality of Negotino, e-mail: lidija.kostadinova@negotino.gov.mk..

2.4 Communication via electronic exchange system (EES)

N.A.

### 2.5& 2.6 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:

Contracting Authority

MA-Ms.LidijaNecheva,

Advisor in DevelopmentDepartment, Municipality of Negotino,

e-mail: lidija.kostadinova@negotino.gov.mk.

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

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**Article 4 Subcontracting**

4.9 N.A.

**Article 7 General obligations**

7.8 All produced documents, materials and consumables most comply with minimum obligation towards visibility. All documents, materials and consumables must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

**Article 12 - Liabilities**

12.2 N.A

**Article26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 N.A.

**Article 28 Expenditure verification**

28.2 N.A.

**Article 29 Payment and interest on late payment**

29.1 Payments shall be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **1** | **Maximum pre-financing payment**[[1]](#footnote-2) | <Max. 40 % of the contract value> |
| **<Month/ year number>** | [If applicable:Interim payment ] | <X % of the contract value> |
| **24** | **Balance** | <Maximum 60 % of the contract value> |
|  | **Total** | <Total contract value> |

The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 2.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise the first-prefinancing payment shall not be subject to the receipt of an invoiceand no invoice is required.

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reportsin accordance with Article 27 of the general conditions.

29.5 Payments shall be made in MKD in accordance with Article 29.4 of the general conditions.

**Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**Article 31 Recovery of debts from the contractor**

31.3 Any payment may be offset against outstanding debts of any consortium member.

**Article 40 Settlement of disputes**

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Primary Court in Stip in accordance with its national legislation.

**Article 42 Data Protection**

For the purpose ofArticle 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

1. the controller for the processing of personal data carried out within the Commission is

the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

1. the privacy statement is available at:

<https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

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[[2]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-2)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)