

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 1 Language of the contract

The language used shall be English.

Article 2 Communications

The designated contact person for communication is Blagica Petrova. All communication between the Contracting Parties will be exclusively in writing form. The official contact address is str. Crvena Voda 37/1, 1000 Skopje, and she can be reached by phone at +389 77 943 575 or via email at blagica@redi-ngo.eu. To ensure clarity and traceability, all official documents and communications will be exchanged exclusively through email.

Article 3 Supply of documents

N/A

Article 4 Assistance with local regulations

In the case of a dispute with the supplier, the Law on Obligation Relations and the positive legal regulations of the Republic of North Macedonia will be applied.

Article 5 General obligations

N/A

Article 6 Origin

All goods purchased can originate in any country.

Article 7 Performance guarantee

No performance guarantee is required.

Article 8 Liabilities and insurance

8.1 Liabilities

The Contractor typically retains ownership and registers the vehicle in their name. Contracting Authority only has the right to use the vehicle during the lease term. Contracting Authority agrees to be fully responsible for liable for: fuel, tolls, and operational costs, fines or penalties (e.g., traffic violations) during the lease period.

Contracting Authority agrees to be fully responsible for:

- The proper use and care of the leased vehicle throughout the lease term;

- Returning the vehicle in good condition, subject to reasonable wear and tear as defined in Schedule A.
- For any damage, loss, or destruction of the vehicle arising from negligence, misuse, or unauthorized use;
- Use by unauthorized drivers not specified in the agreement;
- Any acts or omissions not covered under the insurance policy.

The Contracting Authority shall not assign, sublease, or transfer any interest in the vehicle without prior written consent from the Contractor.

8.2 Insurance Coverage Requirements

The Contractor shall procure and maintain, for the entire duration of the operational leasing contract:

- Third-party liability insurance meeting the minimum statutory requirements;
- Comprehensive insurance covering theft, vandalism, fire, natural disasters, and accidental damage;
- Collision coverage for all forms of vehicular impact.

In the event of any incident or accident:

- The Contracting Authority shall notify the Contractor and the insurer within 24 hours;
- The Contracting Authority shall cooperate fully with the insurer and Contractor during any investigation, claim process, or legal proceedings.

The Contracting Authority shall not operate the vehicle, nor permit it to be operated, in a manner that may void any insurance coverage.

2(a), paragraph 1

The proof of completion of adequate Guarantee must be provided before the commencement of the contract or as a condition for finalizing the agreement. The contractor is required to submit a copy of the valid insurance policy that meets the specified coverage criteria within 2 years after signing the contract. Failure to provide proof of Guarantee within the specified period may result in delays or termination of the contract.

2(a), paragraph 2

The requirements for communication of cover notes and/or guarantee certificates must be fulfilled before the commencement of the contract. The contractor is required to submit the cover notes and/or guarantee certificates within 2 years after signing the contract. These documents must be provided in writing and must clearly demonstrate that the necessary guarantee coverage is in place. Failure to submit these documents within the specified time frame may result in a delay or termination of the contract.

2(b), paragraph 3

The contractor shall be responsible for any damages that occur during the transport of supplies. The contractor must ensure that appropriate measures are taken to prevent damage during transportation and shall bear the liability for any damages incurred. The absence of a specific insurance policy for the transport does not relieve the contractor from this responsibility.

Article 9 Programme of implementation of tasks

Task	Description	Delivery Schedule
Contract Signing and Confirmation of configuration, model, color, etc.	Contract becomes effective.	Within 5 days of order placement
Vehicle Registration & Inspection	Vehicle registered under Contractor's name.	Within 1 weeks of order
Insurance Arrangement	Policies to be active on delivery date.	Before delivery
Vehicle Maintenance & Servicing	Must follow manufacturer guidelines.	As per service schedule (e.g., every 10,000 km or annually)
Insurance Renewal	Coverage must remain uninterrupted.	Annually
Vehicle Inspections	Condition and mileage check	Mid-term or annually (optional)
Payment of Lease Fees	As per invoicing schedule.	Monthly

Article 10 Contractor's drawings

N/A

Article 11 Sufficiency of tender prices

N/A

Article 12 Tax and customs arrangements

The delivery conditions are DDP as mentioned in the general conditions.

The applicable tax and customs arrangements are the following:

In accordance with the Agreement concluded between the Government of Republic of Macedonia and The European Union, represented by the European Commission from 30 /10 /2007, as well as according to Article 2 paragraph 2 of the "Rulebook for implementing of procedure for tax exemption related to Value Added Tax (VAT) on goods and services intended for implementing a Project that has been financed with funds stemming from a framework Donor Agreement concluded between Republic of Macedonia and a foreign donor, where it has been stipulated that the donated funds shall not be used for paying taxes", as issued by Ministry of Finance, ref.nr.20-21842/1 on June 27th 2014, published in "Official Gazzette of Republic of Macedonia" nr. 98/2014 on June 30th 2014, and based on the registration of the project in the Ministry for European Affairs no. CDAD 07/12-24/8938, all costs for supply of goods and services related to this project are a subject of exemption of payment of VAT.

Article 13 Patents and licences

No derogations from Article 17 of the general conditions.

Article 14 Commencement order

5 days after the submission of the purchase order is the deadline, End of business day

Article 15 Period of implementation of the tasks

- 21 months

Article 16 Quality of supplies

The vehicle shall meet the requirements set out in the Annex II- Technical specification

Article 17 Inspection and testing

Contractor shall make the vehicle available for Preliminary Technical Acceptance by the Contracting Authority or its authorized representative.

The purpose of this acceptance is to verify that the vehicle:

- Conform to the technical and functional specifications set out in Annex II- Technical specification,
- Are free from visible defects or damage,
- Are registered, insured, and in a condition suitable for use.

Article 18 General principles for payments

- 1 Payments shall be made in MKD.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by ROMA ENTREPRENEURSHIP DEVELOPMENT INITIATIVE REDI SKOPJE will make the payment via bank transfer from its Stopanska Banka AD Skopje, accounts to the bank account specified by the awarded supplier.

- 2 By derogation/ agreement of both parties, the final payment to the contractor of the amounts due shall be made within 10 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 3 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
 - a) By derogation from this article 26.5 of the general conditions, no pre-financing guarantee is required.
 - b) For the 100 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 19 Delayed payments

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 20 Delivery

Each vehicle delivery must be accompanied by the following documents in physical form (and optionally in electronic form upon request):

- a) **Delivery Note** indicating:

- Contract number

- Vehicle make, model, and Vehicle Identification Number (VIN)
 - Date and time of delivery
 - Delivery location and authorized recipient
- b) **Preliminary Technical Acceptance Certificate** (if applicable)
- c) **Vehicle Registration Documents** (copy or original as required by jurisdiction)
- d) **Insurance Certificate** or cover note (if the lessor arranges insurance)
- e) **Vehicle Manual and Maintenance Booklet**
- f) **Service and Warranty Documentation** including:
- Manufacturer warranty card
 - Service intervals and authorized service points
- g) **Spare Key(s)** and any electronic key cards/fobs
- h) **Tool Kit and Accessories List**, as specified in the contract
- i) **Certificate of Conformity (CoC)** or equivalent, proving compliance with roadworthiness standards (if required in the jurisdiction)

Article 23 After-sales service

N/A

Article 24 Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Republic of North Macedonia in accordance with the national legislation of the state of the contracting authority.

Article 25 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, personnel, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

* * *

¹ OJ L 205 of 21.11.2018, p. 39