

Special Legal Provisions on One-Time Contracts / Framework Agreements Concluded by the Contracting Authority for the Performance of Earth and Construction Works, and Electrical Installation Works

1. Agreement Implementation (applicable only in case of entering into a Framework Agreement)

Any Order under a Framework Agreement arising out of this Agreement shall be issued by the Ordering Party/Contracting Authority. Orders shall only be valid if they relate to matters specified herein.

The Contractor shall declare its consent to receive any Orders and obligations hereunder in writing or electronically via e-mail sent by the Contracting Authority's authorized person to the Contractor's e-mail address specified herein.

In case of any changes in the Contractor's e-mail address for receiving Orders, the Contractor shall immediately submit the information about its new e-mail address for receiving Orders to the Contracting Authority on mail@evn.mk. If the Contractor fails to meet this obligation, any Orders made by the Contracting Authority under paragraph 2 hereof shall be considered duly submitted to the Contractor.

In case of any defects, the Contractor shall perform urgent works and respond to the Contracting Authority's call within no more than 3 hours as from the moment of such call, even beyond the usual working hours.

2. Contractor's Obligations

The Contractor/Supplier/Implementing Party shall sign or reject to sign the Contract/Framework Agreement within three business days as from the day of delivery/collection of the Contract/Framework Agreement by/from EVN Macedonia.

If the Contractor/Supplier/Implementing Party fails to sign the Contract/Framework Agreement within three business days as from the day of delivery/collection of the Contract/Framework Agreement by/from the Contracting Authority, then the Contract shall be considered invalid and the Contracting Authority shall consider that the Contractor/Supplier/Implementing Party has withdrawn the Bid submitted and has refused to sign the Contract, thus making the Contracting Authority entitled to enter into a Contract with another Bidder, without any liabilities towards and damage claims by the Contractor/Supplier/Implementing Party refusing to sign the Contract within the period specified by the Contracting Authority under this item of the Special Legal Provisions on One-Time Contracts/Framework Agreements entered into by the Contracting Authority for the performance of earth/construction and electrical installation works.

The Contractor shall perform the works under this Contract/Framework Agreement Order in the manner and within the periods determined in this Contract/Framework Agreement, the regulations (under the Law on Construction, the Rulebook on minimum occupational safety and health requirements when working on temporary and mobile construction sites and other regulations) and the rules of the profession.

The Contractor shall meet all basic construction requirements in terms of mechanical resistance, stability and seismic protection, fire protection, hygiene, safety and health and protection of both the working and general environment, safety in use, noise protection, efficient energy use and thermal protection, as well as unimpeded access and movement to and from the structure.

The Contractor may not change the technical documentation.

The Contractor shall keep a Construction Log and a Construction Book at the construction site, to be signed off by the Supervision Authority.

The Contractor shall undertake construction site activities and measures to delineate and mark the construction site, as well as measures and activities to clearly show information about the: building developer, contractor and other information required.

The Contractor shall undertake construction site measures to ensure the safety of the structure and works, equipment, devices and installations, workers, passers-by, traffic, neighboring buildings and the surrounding area.

Upon completion of works or after Contract termination, the Contractor shall withdraw its workers from the construction site, remove the remaining materials, equipment and working tools, as well as the temporary facilities constructed, clean the structure and clear the construction site.

3. Contracting Authority's Obligations

The Contracting Authority shall notify the Contractor's employees, who shall confirm in writing that they have been notified, in line with the Law on Safety and Health at Work. By such Notification, Contractor's employees

shall be informed on the rules of conduct and action as an external company, rights and obligations under the Law on Safety and Health at Work when performing works required by the Contracting Authority, in accordance with legal provisions, applicable national standards (MKS) and the Contracting Authority's applicable internal regulations.

The Contracting Authority shall eliminate all existing problems within the period up until the Contractor's introduction into the work, thus enabling smooth performance of works.

Following the conclusion of this Contract, the Contracting Authority shall introduce the Contractor into the work, which shall in particular include handover of the construction site and handover of the technical documentation on the performance of works by the Contractor. A Report shall be drawn up on Contractor's introduction into the work and it shall be included in the Construction Log.

The Contracting Authority shall act upon the Contractor's request for explanation of the technical documentation details and shall provide the so requested explanation of the technical documentation in writing.

The Contracting Authority shall appoint its Supervision Authority before starting the works and shall inform the Contractor thereon by a letter.

Upon a written request by the Contractor, the Contracting Authority shall ensure the technical acceptance of the facility

4. Manner of Handover of Works Performed

Immediately after the completion of works, the Contractor shall notify the Contracting Authority in writing that the works under the Contract have been completed. Both the Contracting Authority and the Contractor shall, without any delay, perform the handover and final calculation.

A Handover Report shall be compiled, containing in particular the following information:

- Whether the work has been performed in accordance with the Contract and the regulations and rules of the profession,
- Whether the quality of the works performed matches the quality agreed, i.e. what works and within what period the Contractor shall finish, repair or re-perform at its own expense,
- Statement on the handover of warranty sheets and attests certificates regarding the equipment installed,
- Date of completion of works and date of handover.

The Contractor shall be responsible for the implementation of the works up until the point of transfer of risk, i.e. until the point of handover of the construction works.

The Contractor shall be also liable for any material defects that may arise following the transfer of risk, provided that they are consequences of any previously existing causes.

The Contractor shall be liable for all tangible and intangible damage caused as a result of non-compliance with the provisions of this Agreement.

5. Warranty

The Contractor shall warrant that the construction works performed at the time of handover are in accordance with the Agreement and the regulations and rules of the profession and that there are no defects which prevent or reduce their value or their suitability for regular use, i.e. for the use specified in the Contract.

The Contracting Authority shall inform the Contractor of any deficiencies identified without any delay.

In any event, a formal acceptance of works must take place after the Contractor has submitted such a request. The warranty period for regularly performed works shall start as at the date of acceptance thereof and shall last for 36 months. The Contractor shall guarantee the quality of the works specified in the Contract Specification pursuant to the applicable legislation.

If dismantling and installation costs, as well as any associated costs have been incurred due to elimination of any deficiencies, they shall be covered by the Contractor as obligations arising out of the warranty, in case such measures are not performed by the Contractor itself.

The Contractor shall be responsible for proving that the works have been regularly completed.

In any other cases, the warranty type and scope shall be conditional solely on the legal provisions.

Any rectification of improperly performed work shall be carried out at the expense of the Contractor, including any other direct or indirect costs.

The Contractor shall supply all the instructions required for the use and maintenance of the equipment delivered and installed during the performance of works in the Macedonian language.

If the request for removal of identified defects is not acted upon by the Contractor within the period specified, the Contracting Authority shall have the right to remove such defects through another company, regardless of the warranty period. The costs resulting therefrom shall be borne by the Contractor.

The Contractor shall be responsible for proper implementation of the Contract.

The Contractor shall be responsible for all its employees in the area of occupational safety, security, insurance, risks of injuries, etc., and at the same time:

- The Contractor undertakes to fully implement the obligations arising out of the Law on Safety and Health at Work and the Rulebook on Minimum Requirements for Safety and Health at Work at Temporary and Mobile Construction Sites when performing its work tasks.
- The Contractor undertakes that each of its employees shall, on arrival at the Contracting Authority's site, carry an identification card on a visible place on them (stating their name, surname, company), stamped by a round company seal.
- The Contractor undertakes that its employees shall be equipped with adequate protective equipment and use it in line with the jobs they have been assigned with.
- The Contractor undertakes to provide its employees with adequate training in line with the jobs they have been assigned with (letter of confirmation or certificate by an organization authorized for the respective training).
- The Contractor undertakes to provide evidence to the Occupational Safety and Health and Fire Protection Department, through the Customer Energy Center (CEC)/Department of XXXXX, that it has prepared a Workplace Safety and Risk Assessment Statement.
- The Contracting Authority shall not allow the Contractor to start performing its work tasks if any of the above obligations are not met.
- The Contracting Authority shall control the implementation and fulfillment of obligations by the Contractor in the area of safety and health at work, environmental protection and other contractual obligations and shall have the right to issue a measure of suspension of any works until such time as the defect has been eliminated, as well as the right to a Contractual Penalty for poor Contract performance.

6. Quality Contract Performance Guarantee

As security against the guarantee and claims arising out of the legal guarantee (according to the Law on Construction) for the works performed, manufacturer's warranty (for the equipment and materials provided by the Contractor) and against other types of compensation, the Contractor shall submit a bank performance guarantee in the amount of 5% of the total value of the Contract, excluding VAT, with a duration equal to the period of performance plus a period of not more than 20 days for the submission of the bank guarantee as from the initial day of validity of the Contract, i.e. valid until the date of _____. The Contractor shall submit the bank guarantee within 15 days as from signing the Contract. In case of failing to provide the bank guarantee within the period specified, a warning with an additional period of 5 days for submission of such bank guarantee shall ensue. If the bank guarantee is not submitted within such period, the Contracting Authority shall reserve the right to terminate the Contract. If the guarantee is not activated, it shall be released upon written request no later than 14 days after the expiration of the warranty period.

The Contractor shall acknowledge that it has the experience, professionalism and expertise required to implement this Contract.

7. Quantitative and Qualitative Control Requirements

The Contractor shall: inspect the correctness of the technical solutions included in the technical documentation; install materials and equipment matching the quality prescribed or agreed; warn the Contracting Authority of any shortcomings observed in terms of the materials and equipment; provide evidence of the quality of the materials and equipment used, as well as the works performed; and shall allow for inspection by the Contracting Authority.

All findings of the inspections conducted by both the Contractor and the Contracting Authority shall be recorded in the Construction Log.

The final assessment of the quality of works performed and materials and equipment used shall be made during the handover of the works performed.

8. Supervision of Execution of Works

The Contracting Authority shall have the right to perform technical supervision over the Contractor's works for the purpose of checking and ensuring their proper and quality performance, especially in terms of the type, quantity and quality of works, materials and equipment and the time provided therefore.

In order to perform its technical supervision, the Contracting Authority shall have the right to access the construction site, workshops, plants and materials storage places.

Technical supervision shall be performed by the person identified by and communicated to the Contractor by the Contracting Authority.

All remarks and findings by the Contracting Authority shall be communicated in writing and recorded in the Construction Log.

The Contractor shall act upon all main requests by the Contracting Authority issued in connection with the execution of its technical supervision.

9. Contractual Penalty

If the Contractor fails to fulfill its obligation or is delayed with its fulfillment, which will lead to untimely Contract implementation or Contract poor quality performance, the Contracting Authority shall reserve the right to:

- Request a contractual penalty
- Unilaterally terminate the Contract
- Claim damages caused by such default.

If the Contractor fails to comply with its execution deadline throughout the implementation, it shall notify the Contracting Authority thereof in writing and both Parties shall endeavor to agree a different binding execution period, all in accordance with Article 4 of this Contract.

In case of failure of the attempt to agree another binding execution period, or in case the Contractor fails to comply with such possible newly agreed execution deadline, then the Contracting Authority shall have the right to hire another Contractor to implement the Contract/Framework Agreement Orders, immediately after the failure of the attempt to agree another binding execution period, i.e. after the expiration of such newly agreed deadline, with the aim to avoid or minimize the damage caused by such failure to fulfill the execution deadlines. Such action shall not release the Contractor/Implementing Party from the calculation and collection of contractual penalty by the Contracting Authority.

In addition, the Contractor shall reimburse the price difference that might occur when engaging another Contractor for implementing the Contract/Framework Agreement Orders, immediately after the failure of the attempt to negotiate another binding performance period or after the expiration of such newly agreed deadline, and upon prior written request by the Contracting Authority.

If the Contractor fails to fully perform the works or a part thereof within the agreed period or performs such work beyond the set deadlines due to its own fault or if the it implements the Contract in an untimely or poorly manner, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of 1% of the Contract value for each day of delay, but no more than 15% of the Contract value, excluding VAT; in case of underperformance, the value of such penalties shall amount to 15% of the Contract value or the Order under the Framework Agreement, excluding VAT.

The Contracting Authority shall not be obliged to submit evidence of damage or culpability for the purpose of calculation of the contractual penalty.

In case of contractual changes regarding the performance deadlines, the new performance deadline shall apply regarding the contractual penalty for work delay.

In case a misdemeanor sanction has been issued against the Contracting Authority in the form of a fine or it has been offered settlement by competent state authorities for any misdemeanor committed or compensation for

damages has been claimed against it as a result of untimely, incomplete or poor quality performance of Contractor's obligations under this Contract, the Contracting Authority shall have the right to claim from the Contractor the amount paid as a fine or damage compensation by issuing an Invoice to the Contractor. All documents pertaining to the relevant case shall be attached to such Invoice.

10. Force Majeure

Both the Contractor and the Contracting Authority shall be released from any liability, as well as from the activation of a contractual penalty if, due to an extraordinary event, occurred after the conclusion of the Contract and before the coming into effect of any obligation that could not be foreseen at the time of conclusion of the Contract or prevented, avoided or removed by any Contracting Party and for which neither Party is liable (Force Majeure); the Party experiencing such circumstances shall notify the other Party within three days. In case of failure to meet this obligation, contractual penalty same as the one stipulated for late performance shall apply.

While the unforeseen circumstance is lasting, the implementation of the Contract shall be suspended for the duration of such circumstances.

If the unforeseen Force Majeure lasts for more than 15 days, each Party shall have the right to terminate the Contract with a notice period of 10 (ten) days.

Lack of equipment and material and staff (Contractor's obligation) shall not be considered a Force Majeure event.

11. Confidentiality

In the course of implementation of the Contract, the Contractor may not, without the prior written consent of the Contracting Authority, disclose the Contract or any provision therein, any specification, information, etc. supplied by the Contracting Authority regarding the Contract, to any person other than the persons authorized by the Contractor and shall treat them as business secret, except with regard to the EVN AG companies.

Possession of any technical or business information or data, written, oral or otherwise (hereinafter referred to as the Information) provided by either of the Parties to the other Party, shall remain the property of the Party providing such information.

Any information provided by either Party (hereinafter, the Information Disclosing Party) to the other Party (hereinafter, the Receiving Party) shall be deemed confidential and used only for the purpose for which it was disclosed and may not be used for any other purposes without the prior written consent of the Information Disclosing Party, except for the following:

- If such Information was known to the public before it was disclosed; or
- If such Information was known to the Receiving Party before being disclosed by the Information Disclosing Party, as evident from the written records of the Receiving Party; or
- If such Information was legally received by a third party and is not considered confidential; or
- If it was independently generated by the Receiving Party without the use of such Information and if such independent generation can be seen from the written records; or
- If any applicable legislation, court order or competent authority requires that such Information be disclosed, and if the Receiving Party promptly notifies the Information Disclosing Party thereof. In such case, if possible, the Receiving Party shall immediately notify the Information Disclosing Party of such requirement and assist in not disclosing the Information.

Neither of the Parties shall disclose any Information obtained during the implementation of the Contract without the prior written consent of the other Party except where such disclosure is in line with the objectives of the Contract.

The Receiving Party shall restrict the access to Information to itself, its associates, directors, officials or advisors having to access such Information solely for the purposes of the Contract. Any disclosure of Information to a third party (other than associates or professional advisors) by the Receiving Party shall be made only with the written consent of the Information Disclosing Party.

In the event of Information disclosure by the Receiving Party without the prior written consent of the Information Disclosing Party, the Information Disclosing Party shall have the right to terminate the Contract with immediate effect.

Disclosure of such Information shall not entail any issuance or granting of a license and right to any trademark, copyright or implementation thereof.

Both Parties shall keep all Information strictly confidential and shall not allow the use, copying or publication or allow their staff to use, copy or publish any Information for whatever purpose that is not specified in this Contract.

The Disclosing Party may at any time request the return of all Information along with copies thereof and all secondary information or information derived from the original Information and stored on any medium. The Receiving Party shall destroy all Information upon receipt of such request. If it decides so, the Receiving Party shall destroy all secondary information and issue a statement signed by the Director/President of the Receiving Party that such information has been completely destroyed and that there are no copies or excerpts thereof.

Contracting Parties shall not issue any press releases or notifications on the Contract without the prior written consent of the other Party. It is agreed that such notification may be requested in accordance with the requirements set out above.

This Contract, the information contained herein and the talks hereon shall be confidential and not available to any third parties without the prior written consent of the other Party.

Failure to adhere to the above obligations shall constitute significant grounds for the immediate termination of this Contract.

Contracting Parties agree that - for the duration of this Contract, and for a period of 2 (two) years after its expiration or termination - they shall keep as confidential all information concerning the Contract.

12. Assignment of Obligations and Subcontracting

Contracting Parties may transfer, assign, level off or otherwise dispose of all or part of the rights and obligations under this Contract only upon its entry into force, and only the prior written consent of the other Contracting Party which shall be given within 30 days as of receipt of the respective request; in case the consent is not given within such period, it shall be deemed as rejected.

Notwithstanding the provision of paragraph 1 hereof, the rights and obligations under the concluded Framework Agreement (including but not limited to guarantee, quantitative and qualitative acceptance, pre-invoicing, etc.) may be transferred and assigned to other EVN Group companies of the Contracting Authority such as Electrodistribution DOOEL Skopje, EVN Macedonia Power Plants DOOEL and the like.

The Contractor shall not assign its obligations under the Contract to any third party, in whole or in part, except with the prior written consent by the Contracting Authority. Such assignment or subcontracting shall be approved solely by the Contracting Authority and only to the extent permitted by law and the national regulations. Such transfer of obligations shall not release the Contractor from any liability, guarantee or any other contractual obligation.

In any case, the Contractor shall not be relieved of its obligation under the Contract for the part of services on which a subcontract was entered into, and the Contractor shall be fully liable for the actions or work of any subcontractor or subcontractor's employee, representative, official. etc., as if they were employees, officials or representatives of the Contractor.

Any assignment or subcontracting contrary to this provision shall be deemed invalid, null and void without any effect on the Contracting Authority.

The Contractor shall protect, secure and hold harmless the Contracting Authority against all claims, demands, actions, processes, proceedings, damages, losses, taxes and costs incurred, made or related to such assignments or subcontracting.

The Contractor shall inform the Contracting Authority of any sub-contracts concluded under this Contract in writing, if such sub-contracts have not been previously defined in the Bid. Such information shall not release the Contracting Authority of any responsibility under this Contract.

13. Contract Termination

The Contract may be terminated as follows:

- Amicably, at the request of either of the Contracting Parties;
- If the Contractor fails to fulfill its obligations under this Contract, with a notice period of 10 (ten) days;
- If the Contractor is delayed in terms of the deadlines defined for performance, with a notice period of 10 (ten) days;

- If the quality of the work/service performed and/or equipment delivered fails to meet the technical conditions and quality determined by the Contract, with a notice period of 10 (ten) days;
- A bankruptcy procedure has been initiated against the Contractor or the Contractor becomes insolvent in any other way;
- Unilaterally by the Contracting Authority without a reason or notice period if the Contractor fails to fulfill any obligation under this Contract, as per the provisions herein.

14. Contract Termination Effect

Termination of this Contract for any reason shall not relieve any Contracting Party of any obligation which at the time of termination of the Contract had already been imposed on such Party, or which may be imposed thereafter in respect of any act or omission preceding the Contract termination.

The provisions of this Contract defined as surviving its termination or whose nature or context imply that they shall continue to be valid even after Contract termination, shall remain in full force and effect in this respect regardless of such termination.

In case of termination of this Contract for any reason, all Parties' liabilities arising from this Contract shall be immediately collected and settled within 5 (five) business days.

15. Language

This Contract is made in Macedonian. The Macedonian language shall be used for the overall correspondence and other documents to be exchanged between the Parties regarding this Contract.

16. Dispute Resolution

By entering into this Contract, Contracting Parties agree to resolve all mutual disputes amicably and in the spirit of good business relations, and if this is not possible, the Basic Court Skopje 2 Skopje shall be competent.

17. Remedies

The Contractor shall: not hold the Contracting Authority liable; indemnify and hold harmless the Contracting Authority and each of its employees, advisors, agents, Management Board Members, representatives, successors and assignees against any losses suffered or resulting from any Contractor's default under this Contract; and defend each of them against any action under the applicable legislation.

The Contractor's obligation for indemnification under this Contract shall also include an obligation to pay any and all costs (including any reasonable attorney fees as per attorney fees stipulations) and taxes arising from any civil, criminal or tax proceedings, litigation or process (or threat thereof).

The Contractor shall settle any claim for damages hereof within 15 days as from the date of notification given by the Contracting Authority. For each amount of damages not paid within 15 days as from the date of notification, legal penalty interest shall be calculated.

18. Cases of Inapplicability (Removal) of Provisions

If any of the terms or conditions of this Contract becomes invalid, illegal or unenforceable under the law governing the interpretation of this Contract, all other terms and conditions hereunder shall remain in full force and effect as long as the Contract may survive without them and if they were not a condition for concluding the Contract or a decisive reason for concluding the Contract.

Any invalid, illegal or unenforceable terms or conditions of this Contract (as long as they are invalid, illegal or unenforceable) shall be removed from this Contract and deemed not to have been written.

Any provision of this Contract which is invalid, illegal or unenforceable only partially or to some extent, shall remain in full force and effect to the extent that it is considered valid, legal or enforceable. Contracting Parties shall make every reasonable effort to replace the removed provisions with applicable legal and enforceable provisions whose effect is as close as possible to the effect of the provisions removed.

19. General Provisions

Undertaking Agreement/Contract Obligations, Construction Site Conditions

By submitting its Bid and by signing the Agreement/Contract, the Contractor represents that it has inspected the documents from the Contract Award Notice and the Agreement/Contract, and that it agrees with the provisions

contained therein. The Contractor represents that it has been fully informed of all local conditions and restrictions, possible working difficulties, warehouses and premises, transport and access roads, waste treatment possibilities, existing electrical installations, water supply installations and any other types of installations, and that it has taken into account all the conditions when forming its price. The Contractor represents that it shall take all measures for the timely supply of all materials it has undertaken to offer. If the Bidder had faced any ambiguities in the Contract Award Notice that were not eliminated by the deadline for submission of Bids, then it shall present its remarks in writing.

Unit prices of individual items shall include all work activities and deliveries required for quality performance of works, as well as their performance within the period stipulated, even in the event when they are not specifically listed in the respective items of the Agreement/Contract.

20. Agreement/Contract Basis

In case of dispute, the following priority order of documents shall apply:

- Framework Agreement/Contract
- Order under the Framework Agreement
- Applicable legislation, standards, norms
- Performance documents and technical provisions as per the Tender
- "Special Legal Provisions"
- Contracting Authority's tender documentation
- Construction Book, Construction Log
- Bid

During the execution, provisions arising from laws, standards, norms and other regulations related to the works shall be observed and applied.

The award of the Agreement/Contract and any possible amendments and addenda thereto shall be valid if provided in writing.

21. Permits

All permits required for the construction of the facility (e.g. building permits, consents for water or power connections, etc.) shall be provided by the Contracting Authority.

The Contractor shall, in due time, provide all other permits possibly required for the overall construction works and shall bear the costs incurred therefore.

22. Construction Permits

The Contractor undertakes to promptly request from the Contracting Authority all the construction documents such that work preparation and performance can be implemented in line with the works performance schedule.

The Contractor undertakes to check the plans and other documents immediately after their receipt in terms of their technical feasibility and legal regulations, and to align them with the local conditions at the construction site.

Any documents given to the Contractor (designs, samples, drawings, sketches, calculations, etc.) shall remain the property of the Contracting Authority, may not be given to any unauthorized persons and must be returned to the Contracting Authority no later than the by date of the technical acceptance of works.

23. Use of Contracting Authority's Resources

The Contracting Authority shall assign for use to the Contractor only those resources/assets or rights to using the resources/assets or means of communication and means of work for which the Contracting Authority has clearly stated it is assigning them within the period of performance of the works.

24. Joint Work of Several Contractors

The construction of the facility depends on the joint work of all participants in the construction.

If a number of contractors implementing the Agreement/Contract are engaged at one construction site at the same time, then they shall make sure to avoid any mutual interference in implementing the works.

Work activities in case of hiring a number of contractors shall be coordinated in such a way as to fully meet the deadlines defined by the Performance Agreement/Contract, with full observance of all safety and technical and environmental protection requirements.

If coordination between Contractors cannot be achieved, then the decision by the Contracting Authority and/or the Supervision Authority appointed by the Contracting Authority for coordinated performance of works shall apply. Any additional costs incurred as a result of failing to meet this obligation, whether due to improper performance of works or failure to meet the deadlines set out by the Agreement/Contract, shall be borne by the Contractor.

25. Construction Site Inspection

Before the start of works, the Contractor shall: inspect the construction site; inspect the area around the construction facility and construction site (including access roads and materials storage place at the construction site) and if necessary, adequately record the construction site's current situation before starting the works (i.e. photographs, video recording, written records and other evidence), so that any possible damages (injuries) existing before the start of the works shall not be attributed to the Contractor under the explanation that they occurred during the construction works regarding the facility.

26. Construction Site Safety

The Contractor hereby represents that it has implemented all the measures at the place of implementation of the Contract required for securing a safe construction site and adequate working conditions in accordance with the Law on Safety and Health at Work, Law on Construction, Law on Labor Relations and all other applicable laws and regulations in the Republic of North Macedonia.

The Contractor shall instruct its employees on the safe performance of works and on workers' protection and safety at work and shall confirm in writing to the Contracting Authority that it has notified its employees on such issues. Furthermore, the Contractor shall make sure that all legal regulations are fulfilled and shall take all measures for protection of the life and health of its workers, as well as measures for protection against accidents.

The Contractor shall immediately and in writing notify the Contracting Authority of any accidents by sending the Contracting Authority accident report copies.

Contractor's employees, who behave unprofessionally and inappropriately and whose behavior endangers the performance of work activities, shall be removed from the construction site at the request of the Contracting Authority.

The Contracting Authority may immediately remove from the construction site any persons violating the occupational safety and health regulations.

27. Construction Works Coordination

The Contractor shall have an overall obligation for coordination and cooperation with all persons working at the construction site. In addition, the Contractor shall, in the best possible way, support the Contracting Authority and the responsible persons engaged (Supervision Authority, Heads of Project, Project Managers, etc.) in the performance of their duties.

The Contractor shall be particularly responsible for implementing all the measures required for a safe construction site, safety and health of all persons engaged by the Contractor in accordance with the Law on Safety and Health, as well as ensure the full implementation of the legal provisions related to environmental protection.

28. Environmental Protection

The Contractor shall take care of the environment, protection of the media and individual environmental areas by taking measures and activities related to the protection against the harmful effects of:

- Performing various activities;
- Polluting substances and technologies;
- Waste.

All environmental protection measures, standards and objectives shall be applied as minimum requirements, unless otherwise defined by a special law or regulation. According to the applicable legislation, discharge of pollutants and hazardous substances into the environment is prohibited.

The Contractor shall ensure without any separate charge that the workplace is clean and shall remove all the unnecessary waste, construction materials and equipment from the construction site.

The Contractor shall collect and select all waste materials generated during the execution of works.

The Contractor shall safely transport the waste to its final destination (landfill or warehouse) at its own expense in accordance with the legislation applicable. The Contractor shall prevent the waste from being scattered or dropped during its collection, transport, loading and/or unloading.

When transporting hazardous substances, the Contractor shall ensure safe transportation by taking protective measures against leakage of hazardous substances.

The Contractor shall collect, remove and transport the entire construction debris to an approved landfill.

The Contractor shall return the complete dismantled materials or equipment to the warehouse of the Customer Energy Center/Contracting Authority.

In case of environmental pollution that may be caused by the Contractor during the execution of works subject of Contract, the Contractor shall be responsible for the prompt elimination of the pollution and damage caused to the environment. The Contractor shall reimburse the costs of eliminating the environmental pollution hazard, bear the costs of environment remediation and pay fair compensation for the damage caused to the environment, as well as reinstate and restore the environment to the highest possible extent.

The Contracting Authority shall reserve the right to conduct inspection of the Contractor's performance in the area of environmental protection pursuant to the applicable environmental laws and agreed conditions without any prior notice, and in case such protection is not performed in accordance with the applicable legislation. As a result of the inspection carried out, Minutes shall be provided to the Contractor specifying all situations of compliance and non-compliance.

If the Contractor/Implementer/Supplier imports equipment/materials to the Republic of North Macedonia, the Contractor shall submit the following to the Contracting Authority:

Confirmation Letter regarding a contract concluded with a collective handler of:

- Packaging waste; or
- Waste batteries and accumulators; or
- Waste electrical and electronic equipment (EEE); and

Certificate regarding:

- Waste management fees paid for the management of waste resulting from packaging/batteries and accumulators/EEE; or
- Exemption from payment of fees if there is an agreement in place with a collective handler of packaging/batteries and accumulators/EEE; or
- Exemption from payment of fees if the Supplier is registered as an independent handler of waste resulting from packaging/batteries and accumulators/EEE.

29. Subcontractor

The Agreement/Contract or parts thereof may be assigned to any Subcontractor(s) only with the written consent obtained from the Contracting Authority and in accordance with the provisions of the Construction Law for hiring a subcontractor. The Contracting Authority shall have the right, due to material reasons, to refuse to give consent(s) for the subcontractors requested.

Assignment of the Agreement/Contract or parts thereof by one subcontractor to another subcontractor shall not be allowed.

The Contractor shall bind the subcontractors by all the provisions of the Contract.

30. Activities before Introduction to Work

Before introduction to the works, the Contractor shall inspect at least the following:

- Location, access roads, construction works site, existing installations, existing rebar, and spatial possibilities to organize a construction site;
- Documentation provided by the Contracting Authority;

- Contracting Authority's existing design documentation (plans, calculations, expert opinions regarding the land, etc.);
- Previous activities of previous Contractors;
- Coordination required with other Contractors;
- Previous work activities of the Contracting Authority;
- The need to indicate to the Contracting Authority any possible risks and difficulties during Agreement/Contract implementation;
- Possible improvement proposals and opportunities within an acceptable scope.

If the Contractor fails to provide written notification to the Contracting Authority regarding the deficiencies or possible risks and difficulties related to the performance of the works envisaged under the Agreement/Contract within 7 days as from becoming aware of such deficiencies or possible risks and difficulties, then the Contractor shall be fully responsible for the consequences therefrom.

31. Facility Management and Supervision

Facility management and supervision shall be performed in accordance with the current Construction Law.

32. Testing and Materials

Materials used in the performance of works shall be in line with the technical documentation provided by the Contracting Authority and in accordance with the Agreement/Contract, and the Contractor shall provide quality assurance documents, certificates or attestations thereon, without any additional costs for the Contracting Authority.

The required Quality Certificate shall be provided without any special charge by submitting samples, attestations and references or in any other appropriate way.

Costs for any additional tests not provided for in the Basic Agreement/Contract, Basic Design or Standards or Technical Norms shall be borne by the Contracting Authority if the results of such tests confirm the proper quality of materials and performance works, while in all other cases the costs shall be borne by the Contractor.

33. Construction Book and Construction Log

The Contractor shall keep a Construction Book and Construction Log in accordance with the current Construction Law.

34. Unforeseen Aspects and Additional Works

Agreement/Contract implementation shall start with Contractor's introduction into the works by the Contracting Authority and/or Supervision Authority.

Regarding any aspects unforeseen by the Agreement/Contract, the Contractor shall submit to the Contracting Authority an Offer based on the Main Bid as soon as possible. The Contracting Authority shall accept or reject such Offer as soon as possible. Any disagreement over the Offer regarding any unforeseen aspects shall not entitle the Contractor to delay or suspend its works. Any unforeseen aspects and additional works for which there is no written consent or Annex to the Performance Agreement/Contract shall not be recognized.

Unforeseen and additional works not covered by the Agreement/Contract which are necessary for the construction of the facility shall be regulated by mutual signing of an Annex to the Agreement/Contract.

In case of an increased scope of works, the Contractor shall - if there is any reduction of costs due to a significant increase in the quantities of certain items from the Agreement/Contract - calculate such reduction in an appropriate manner to the benefit of the Contracting Authority by reducing the total price.

35. Overtime

Overtime hours performed by the Contractor in its own interest, in order to meet the agreed terms, shall not be recognized and shall not be paid additionally.

36. Implementation Deadlines

Deadlines for the execution of works shall be determined under the Agreement/Contract. Construction works shall be carried out by using materials, manpower, equipment and machinery such that the operation schedule deadlines as well as the final completion deadline shall be met. All activities to be performed by the Contractor for meeting the implementation deadlines shall be included in the price of the Agreement/Contract.

Any obstacles in the cooperation of different subcontractors or lack of material and equipment/machines for the performance of works shall not constitute grounds for an extension of the implementation deadlines.

Individual deadlines specified in the operational schedule of implementation of the works shall be considered as binding deadlines. For the purpose of coordinating the construction works, the Supervision Authority of the Contracting Authority shall be authorized to request at any time from the Contractor to perform the works that the Supervision Authority deems urgent or to request the cessation of works if this is deemed necessary.

Non-observance of deadlines by the Contractor shall be possible only in cases of Force Majeure. Both the Contractor and the Contracting Authority shall be released from liability and from contractual penalty activation if circumstances arise (with any Contracting Party to this Agreement/Contract) after the conclusion of the Agreement/Contract such that could not have been foreseen, eliminated or prevented (Force Majeure), and the Party experiencing such circumstances shall notify the other Party thereof within three days. In case of non-fulfillment of this obligation, a contractual penalty shall apply as in the case of delayed performance. As long as the unforeseen circumstance is in effect, the Agreement/Contract implementation shall be suspended for the duration of such circumstances. If the unforeseen Force Majeure lasts for more than 15 days, each of the Parties shall have the right to terminate the Contract with a notice period of 10 (ten) days. Lack of equipment and material (Contractor's obligation) and staff shall not be considered as Force Majeure event.

The Contracting Authority shall reserve the right to terminate the Contract upon the end of circumstances leading to Contractor's inability to meet the performance deadlines or the quality requirements.

37. Prices

Prices determined by the mutually signed Agreement/Contract shall apply. Construction works prices shall be fixed throughout the Agreement/Contract; expressed in MKD, exclusive of VAT, and shall constitute full compensation for the performance of works, including all auxiliary and accompanying work activities of the Contractor and its Subcontractors required for impeccable implementation of the works.

Agreement/Contract prices shall include at least the following auxiliary and accompanying works:

- Conducting the necessary measurements and surveying in order to delineate the facility by stakes, including the installation of measuring devices and the need to hire staff;
- Marking and securing the construction site;
- Participating in talks on the design, construction and installation, as well as in talks with state institutions, municipalities or private participants, if the Contracting Authority deems it necessary;
- Overtime working hours required to meet the deadlines agreed;
- Transportation of construction material and other material, deliveries and installation of a free usage area;
- Arranging the construction site, including the creation of temporary warehouses and places for prior assembly, unless a separate item is provided for this;
- Installation of tools, hoists, means of transport, scaffolding and auxiliary mounting materials;
- Refueling (e.g. initial filling of oil, lubricates, etc.), if necessary;
- Documentation regarding quality assurance measures, as well as a Construction Book and Construction Log;
- License costs, if the Contractor uses or delivers copyright protected procedures or equipment;
- Coordination of works with other employees at the construction site as instructed by the Supervision Authority of the Contracting Authority;
- Conducting the agreed or prescribed tests of the materials and works;
- Maintaining a Construction Book and Construction Log;
- Measurements, preparation of calculation documents, damage to lawns due to construction and handover;
- Cost of official regulation in case of bad weather;
- Expenses for implementation of construction works in the winter months, if required to meet the agreed construction deadlines and if no other provision is adopted in the Agreement/Contract.

Prices offered by the Contractor shall be fixed and valid up until the works completion deadline.

Prices set out in the Agreement/Contract shall be fixed until the full realization of the works and shall include all the costs for materials, special activities, business travel, overnight stays, per diems, all deliveries, including all additional costs based on salary, transport costs and associated aspects necessary for performing the works under the Agreement/Contract, in accordance with all legal regulations applicable in the Republic of North Macedonia and the appropriate technical standards, norms and rules and regulations recognized in the business activity covering the subject of Agreement/Contract until a Use Permit has been obtained for the facility.

38. Archaeological Findings

In case of archaeological finds, monuments or similar objects, the Contractor must communicate this and report it to both the competent state authorities and the Contracting Authority, in order to identify the next steps for avoiding any obstructions to the construction works.

39. Facility Acceptance

Following the Contractor's notification that the works have been completed, a deadline for acceptance of works between the Contractor and the Contracting Authority and/or the Supervision Authority of the Contracting Authority shall be determined. During the handover, the Contractor and the Contracting Authority shall prepare Handover Minutes.

The Contracting Authority shall have the right not to accept the facility if it has defects or if the Contracting Authority is not given the documents it should receive according to the Agreement/Contract and other documents required by the nature of works (e.g. instructions for use, documents from tests performed, designs, drawings, certificates, etc.). After eliminating the defects, the Contractor shall again invite the Contracting Authority in writing to receive the facility.

40. Transfer of Risk

The Contractor shall be responsible for the implementation of the works up until the point of transfer of risk, i.e. up until the handover of the construction works.

41. Guarantee in Case of Damages

During the execution of the works as in the Agreement/Contract, the Contractor shall bear criminal, material and moral responsibility for proper and quality execution of works.

The Contractor shall be liable for all damages caused by the Contractor or by any Subcontractors engaged by it, inflicted on the Contracting Authority or on any third parties, with an obligation to compensate for the damage caused to the Contracting Authority or such third parties.

The Contractor shall be responsible for: the proper and quality performance of works; maintenance of the safety and protection at work of persons engaged by the Contractor or Subcontractors; and the impeccable quality of all materials used.

42. Warranty against Damages by a Group of Contractors

The Contracting Authority shall reserve the right to make a temporary decision on the distribution of any damages caused through works performed by a group of Contractors, if such Contractors are not legally connected. The Contracting Authority shall be entitled to deduct the damages' costs from the Contractors' invoices.

43. Miscellaneous

The Bidder acknowledges that it shall implement the Agreement/Contract in accordance with the applicable primary and secondary legislation in the Republic of North Macedonia.

By submitting its Bid or signing the Agreement/Contract, the Contractor represents that it has understood the provisions of the Public Call and all accompanying documents, that it has the capacity required to implement the Agreement/Contract and that it shall implement the Agreement/Contract in line with the prices and conditions agreed.

Any amendments to the terms of the Agreement/Contract shall be made in writing or by Annexes to the Agreement/Contract, duly signed by both Contracting Parties.

The Agreement/Contract shall enter into force as at the day of its signing by both Contracting Parties.

The Contractor shall, by signing the Agreement/Contract, confirm that it has received all the information required regarding the subject of the Contract.

The Special Obligation of the Contractor shall be to comply with the occupational safety legal regulations valid in the Republic of North Macedonia.

The Contractor shall observe all primary and secondary legislation and Contracting Authority's work regulations governing the manner and procedure of operation within the vicinity of electrical power facilities, i.e. near electrical voltage. The implementation of this Contract shall take place in accordance with the laws of the Republic of North Macedonia. Any rights and obligations not regulated under this Contract and are related to its implementation shall be subject to the provisions of the Law on Obligations and the relevant legal regulations and standards of the Republic of North Macedonia.

Unless otherwise stipulated by this Agreement/Contract, the attached Special Legal Provisions of One-Time Contracts/Framework Agreements concluded by the Contracting Authority for the performance of earth/construction and electrical installation works shall apply.