

## ***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 or Romanian.

#### **Article 4 Communications**

4.1 Any communication related to this Contract between the Contracting Authority and the Contractor shall be in writing, stating the number and title of the contract. Communication shall be in English or Romanian (in case the Contractor is from the Republic of Moldova). All documents related to the implementation of this contract must be sent through email and when required by post address. The addresses designated by the Parties for that purpose are the following:

Contracting Authority	
<b>Name</b>	Exceptional Situations Department of Chisinau General Inspectorate for Emergency Situations
<b>Address</b>	3 Iacob Hancu Street, Chisinau city, Republic of Moldova, postal code MD-2005
<b>Contact person</b>	Liviu Merzîncu, Acting Head
<b>Phone</b>	+37360532500
<b>E-mail</b>	<a href="mailto:proiect.transfrontalier.ro.md@gmail.com">proiect.transfrontalier.ro.md@gmail.com</a>

Contractor (to be defined at the stage of contracting)	
<b>Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>E-mail</b>	

<b>Contact person</b>	
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## **Article 9 General Obligations**

- 9.9 Any supplies, equipment or goods delivered under an EU-financed action must be clearly identified and must prominently feature the EU emblem and the phrase 'Provided with the financial support of the European Union' in the operational language of the EU programme and in the local language.

## **Article 10 Origin**

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the ENI CBC programme. 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.

## **Article 11 Performance guarantee**

- 11.1 No performance guarantee is required.

## **Article 12 Liabilities and Insurance**

- 12.1a) No requirements for liability for damages is required as the **Final Acceptance Certificate** will be done by the Contracting Authority, where the Contracting Authority will carefully verify the quality of the goods.
- 12.2a), paragraph 1 Insurance requirements shall be in line with the specific general conditions for supply contracts financed by the European Union according to PRAG 2016.0 and/ or according to the tender dossier.
- 12.2a), paragraph 2 Insurance requirements shall be in line with the specific general conditions for supply contracts financed by the European Union according to PRAG 2016.0 and/ or according to the tender dossier.
- 12.2b), paragraph 2 The Contracting Authority requires that the carriage of supplies be covered by a "transportation" insurance policy. The insurance must cover loading, transportation, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

## **Article 13 Programme of implementation of tasks**

- 13.2 The implementation of the Contract shall commence from the date of signature of this contract by both parties. The delivery of the vehicle shall be 30 days the most.

## **Article 15 Sufficiency of tender prices**

- 15.1 Additional provisions regarding insurance and maintenance for one year:

The financial offer should also contain maintenance for one calendar year.

#### **Article 16 Tax and customs arrangements**

16.1 The supply of the goods in the framework of EU Programmes in the Republic of Moldova are not subject to any taxes or custom duties/payments.

Financial offer should NOT include any tax or custom duty.

All necessary documents related to exempt from VAT with the right of deduction based on Government Decision no. 246/2010 will be provided.

#### **Article 17 Patents and licences**

17.1 Patents and/or licences for selling the goods required.

#### **Article 18 Commencement order**

18.1 Commencement order should correspond with the data of supply contract signature.

#### **Article 19 Period of implementation of the tasks**

19.1 Implementation period of the tasks must not be higher than the data indicated in the supply contract - 30 calendar days.

#### **Article 24 Quality of supplies**

24.2 The supply of goods must in all respects at least the technical specifications laid down in the contract and conform in all respects to the requirements in the contract and/ or technical specifications. The quality of goods shall be accepted against the Final Acceptance Certificate.

#### **Article 25 Inspection and testing**

25.2 No requirements for inspection and testing for new goods guaranteed by manufactory needed.

#### **Article 26 General principles for payments**

26.1 Payments shall be made in MDL.

Payments shall be authorised and made by Exceptional Situations Department of Chisinau General Inspectorate for Emergency Situations.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

a) By derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.

Payments shall be made upon the receipt of the goods by the Contracting Authority following the final acceptance certificate.

26.9 The Contract does not include a price revision clause.

### **Article 27 Delayed payments**

27.2 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 28 Delivery**

28.3 No specific requirements for packaging

### **Article 32 Warranty obligations**

32.7 The warranty must remain valid for (3) three years after provisional acceptance.

### **Article 33 After-sales service**

33.1 As per tender document dossier, the supply agent should provide after-sale service and maintenance according to technical description. The financial offer should also contain these costs.

### **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 Republic of Moldova in accordance with the national legislation of the state of the Contracting Authority.

### **Article 44 Data Protection**

Not applicable.

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