

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 (in case the Contractor is from the Republic of Moldova)

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	
Name	Exceptional Situations Department of Chisinau General Inspectorate for Emergency Situations
Address	3 Iacob Hancu Street, Chisinau city, Republic of Moldova, postal code MD-2005
Contact person	Liviu Merzîncu, Acting Head
Phone	+37360532500
E-mail	proiect.transfrontalier.ro.md@gmail.com

Contractor (to be defined at the stage of contracting)	
Name	
Address	
Phone	
E-mail	
Contact person	

Article 7 Supply of documents

N/A

Article 8 Assistance with local regulations

The procurement of supplies, specialized equipment under the contract is exempt from VAT and other customs duties according to Government Decision no. 246 as of April 8th, 2010, with later completion to the list.

Article 9 General Obligations

- 9.9 All equipment purchased will bear the visibility elements laid down in the Communication and Visibility manual of the programme <https://ro-md.net/ro/comunicare/identitate-vizuala>.

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 programme or in a country or territory in regions defined in accordance with Regulation (EU) No 236/2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action. 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) Requirements of liability for damage to the supplies are according to the general conditions.
- 12.1b) The requirements of liability for damages to the Contracting Authority are according to the general conditions.
- 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.

In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The Incoterms used is ***DAP - Delivered At Place***.

Article 13 Programme of implementation of tasks

13.2 The implementation of the tasks is maximum 30 days from contract signature.

Article 14 Contractor's drawings

14.1 N/A

Article 15 Sufficiency of tender prices

15.1 The Contractor must include all costs related to the execution of the Contract.

Article 16 Tax and customs arrangements

16.1 The delivery conditions are DAP.

Article 17 Patents and licences

17.1 According to the article 17 of the General Conditions.

Article 18 Commencement order

18.1 The actions for implementation of the tasks must commence within a maximum of 5 days from the date of the contract signature.

Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks is maximum 30 calendar days from the date of contract signature.

Article 24 Quality of supplies

24.2 The supply of goods must in all respects satisfy 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 Prior to the final reception, the products will be tested. All types of tests will be performed:

The Contracting Authority shall immediately notify the supplier in writing of the identity of its authorized representatives to carry out the surrender, tests and inspections.

The inspections and tests performed will be made at the destination of the goods commonly agreed between the Contractor and the Contracting Authority.

If the products inspected or tested do not meet the specifications, the Contracting Authority shall have the right to refuse them and the Contractor shall, without altering the contract price:

a) replace the rejected products, or

b) make all the necessary modifications so that the products correspond to the technical specifications.

Article 26 General principles for payments

26.1 Payments shall be made in euros. However, if the contractor (the seller) is a national from the Republic of Moldova, the payments will be made in MDL (Moldovan lei), according to the exchange rate of the inforeuro in the month of the transfer.

Payment will be made within 10 (ten) days from the moment of receiving the goods by the Contracting Authority. No pre-financing is foreseen.

Payments shall be authorised and made by the 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.
- b) For the final payment, the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

26.9 The Contract does not include a price revision clause.

Article 28 Delayed payments

28.2 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 29 Delivery

29.3 The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Any delivery will be accompanied by the invoice in three copies, the document of delivery-receipt in three copies, the technical documentation, the service and guarantee books, operating instructions and other documents provided in the technical specification or in the Contract.

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. Provisional acceptance will be made in accordance with the provisions of the technical specification.

Article 32 Warranty obligations

32.6 The warranty provided by the Contractor for each product must be at least 3 (three) years.

32.7 The warranty must remain valid for the three years 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 specialized courts of the Republic of Moldova in accordance with the national legislation of the state of the Contracting Authority.

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