



This program is funded
by the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

“Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

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 and Romanian language

Article 4 Communications

4.1 Contact persons:

Ion Berzoi, Tel: 0690 54 610, adresă e-mail: ionberzoi7@gmail.com

Diana Cebanu, Tel: 067504448, adresă e-mail: dianavalerian30@gmail.com

Bleaharschi Olesea, Tel: ++373 692 77 296, adresă e-mail: consiliulbulboaca@mail.ru

4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 6 Subcontracting

6.3 When selecting subcontractors, the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

Bidders will present:

- a statement that the machine is in the supplier's or manufacturer's stock;
- a statement that the supplier is a distributor authorized by the manufacturer to provide service and spare parts;
- technical data sheet of the machine including all technical specifications from the issued offer

Article 8 Assistance with local regulations

Bidders will present:

- a document certifying the CE certification of the machine;

Article 9 General obligations

9.9 https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in Joint Operational Programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. 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 Payment of the performance guarantee is not required.

Article 12 Liabilities and insurance

August 2020

3. Special conditions





This program is funded
by the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

“Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

12.1 (a) The warranty period of the backhoe loader and accessories is at least **24 months**. During the warranty period, any defect in the product or accessories will be resolved free of charge by the supplier within a maximum of 30 days from the date of notification of the defect, at no additional cost to the Contracting Authority.

By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 50% of the contract price.

12.1 (b) At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

12.2 (a) Paragraph 1 At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2 (a) Paragraph 2 Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

The contractor shall ensure that its staff, its subcontractors and any person for which the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

12.2 (b) Paragraph 2 Depending on the nature of the contractor's obligations, the contracting authority may require that the carriage of supplies be covered by a ‘transportation’ insurance policy; the conditions of which may be specified in the special conditions, which may also specify other types of insurance to be taken out by the contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, 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 question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’¹ The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

¹ See <http://www.iccwbo.org/incoterms/>





This program is funded
by the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

“Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

Article 13 Programme of implementation of tasks

13.2 The bidders will present an Implementation Chart that will contain:

- the phases / stages for the implementation of the project (taking into account that the first stages are signed to the contract and the issuance starts very firmly to the producer)
- the human resources will be allocated for the fulfilment of each phase / stage

Article 14 Contractor’s drawings

14.1 A document certifying the CE certification of the machine;

Article 15 Sufficiency of tender prices

15.1 The bidders will comply with the provisions presented in art. 15 of the General Conditions

Article 16 Tax and customs arrangements

16.1 The applicable tax and customs arrangements are the following:

The European Commission and the Government of the Republic of Moldova have agreed in the Financing Agreement to fully exempt the following VAT and customs duties.

In this aspect, according to Annex no. 1 to GD no. 246/08.04.2010, amended by GD no. 716 / 23.09.2020, OJ 241-245 / 25.09.2020 art. 845, in force 25.09.20, was approved „the list of ongoing technical assistance projects, which fall under the scope of international treaties, for the application of tax exemptions income, excise duties, customs duties, duties for the performance of customs procedures, charges for goods which, in the process of use, cause environmental pollution, as well as the application of the exemption from VAT with the right of deduction for the goods and services intended for them.

Article 17 Patents and licences

17.1 N/A

Article 18 Commencement order

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin, respectively by transmitting the firm command / start order.

Article 19 Period of implementation of the tasks

19.1 30 days from the date of issuing the firm order / start order, respectively:

- issuing a firm order from the supplier to the manufacturer;
- transport of equipment and accessories from the supplier's premises to the contracting authority's premises;
- training the staff of the mayor's office on how to use the equipment

Article 24 Quality of supplies

24.2 N/A

Article 25 Inspection and testing

25.2 The contracting authority will appoint a technical expert to verify the checked equipment with the declared technical specifications.

Article 26 General principles for payments

26.1 Payments shall be made in euros

Payments shall be authorised and made by the accounting department of the contracting authority

26.3 Contract in indirect management under the general budget of the Union only: By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance





This program is funded by the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

“Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

26.9 Considering the fact that the financing source of the Contracting Authority is the Joint Operational Program Romania - Republic of Moldova 2014-2020, the project budget is a fixed one. In this sense, economic operators will offer within the following prices:

Item no	Product name	Amount	Unit price (euro)
1.	Backhoe	1 piece	57.150,00
2.	Pallet forks	1 piece	1.180,00
3.	Cup of 350 mm with teeth	1 piece	410,00
4.	Cup of 900 mm with teeth	1 piece	680,00
5.	1500 mm cup without teeth	1 piece	850,00
6.	Trapezoidal cup for ditches	1 piece	825,00
7.	Joystick control	1 piece	1.710,00
8.	MSS;	1 piece	1.230,00
9.	Piçon hydraulic diameter 50 mm	1 piece	2.675,00
10.	Quick coupling with mechanical actuation on the escavare arm	1 piece	895,00
11.	Chair with pneumatic suspension for lumbar comfort	1 piece	570,00
12.	Aer conditioning	1 piece	2.625,00
13.	Snow blade	1 piece	4.190,00
TOTAL			74.990,00

Article 28 Delayed payments

28.2 For indirect management:

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 Specify any specific packaging requirements

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

29.5/6/7 Delivery of the backhoe and accessories must be accompanied by the following documents:

- commercial invoice, or as the case may be, fiscal invoice (signed and stamped);
- domestic or international transport document;
- guarantee certificates;
- the minutes of receipt, commissioning and the technical certificate.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

By derogation from Article 31.2, second paragraph, the contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.6 In addition, the winning bidder will also present the warranty certificate for the product.

32.7 The warranty must remain valid for one year after provisional acceptance.

Article 33 After-sales service

33.1 <N/A.>

Article 40 Settlement of disputes

For indirect management:

General budget of the Union:





This program is funded
by the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

“ Developing and implementing an common Emergency Situation Management System by Ivănești commune from Vaslui county and Bulboaca village from Anenii Noi district”

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

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/EC¹ and as detailed in the specific privacy statement published at e-PRAG.]

Article 45 Further additional clauses

<N/A

* * *

¹ OJ L 205 of 21.11.2018, p. 39



