# *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.

**Article 4 Communications**

4.1 Contact details:

Contact name: Olga Gherman

Address: *Technical University of Moldova, MD-2004, Chisinau, 186 Stefan cel Mare si Sfant Avenue, off 111*

E-mail: [olga.gherman@adm.utm.md](mailto:olga.gherman@adm.utm.md)

Mobile number: +373 78 66 23 02

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 9 General obligations**

9.9 The activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Partnerships: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .>

**Article 10 Origin**

## 10.1 All goods purchased can originate in any country.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 13 Programme of implementation of tasks**

13.2 The start date for implementation shall be the date of signature of the contract by both parties.

**Article 16 Tax and customs arrangements**

16.1 The applicable tax and customs arrangements are the following:

* The European Commission and the Republic of Moldova have agreed, according to the Annex No. 1 of the Government Decision no. 246 of 08.04.2010, to allow full exemption from the following taxes : VAT and customs duties.

**Article 18 Commencement order**

18.1The supply contract shall enter into force from the date of signature from both sides.

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

19.1The implementation period of the task should shall not exceed 30 (thirty) calendar days from the commencement date.

**Article 24 Quality of supplies**

24.2 In case the quality or quantity of supplies will be supplied in unsatisfactory conditions/quality the Contacting Authority reserves the right to reduce the total amount of the contract by the amount of such goods supplied in the insufficient quantity and/or unsatisfactory quality.

**Article 25 Inspection and testing**

25.2 The goods will be inspected and tested at the Contracting Authority premises.

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR or national currency in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority (Annex V, Financial Identification Form).

The payment will be made upon the receipt of Commercial invoice, dully signed Certifying document of handing over the goods (Act of Acceptance), which are mentioned in the Technical Specifications (Annex II to the Contract) and Tax Invoice (converted at the official exchange rate of the National Bank of Moldova at the date of goods shipment) within 5 working days.

Pre-financing is not applicable to this contract.

**Article 44 Data protection**

44.1. 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.

44.2. 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/EC[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.]

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1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)