

# ***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.

### **How to complete these Special Conditions:**

**Where you see < ... >, enter the information relevant to the Special Conditions.** The phrases in square brackets [ ] should only be included if relevant. The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.

**Note that the Special Conditions provide for allowed deviations from the General Conditions. The use of further deviations from the General Conditions requires an exception to be granted by the relevant services of the European Commission.**

Please remember to delete this paragraph and all pointed and square brackets in the final version of the Special Conditions.

## **Article 2 Language of the Contract**

2.1 The language used shall be English.

## **Article 4 Communications**

### **4.1 For the Contracting Authority:**

Serghei Albu  
mun. Chişinău, Petricani 19 street, Republic of Moldova, MD-2059  
Tel No:Serghei Albu +373 22 26 45 12; 069585099; E-mail: serghei.albu@border.gov.md;.

### **For the Contractor:**

Alexandru Casap  
Mun. Orhei, Barbu Lautaru 24 Street, Republic of Moldova, MD-3501  
Tel: +373 79427385, Email: a.casap@bosalsolutions.md.

## **Article 10 Origin**

10.1 All supplies under this contract may originate from any country.

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

13.2 The Contractor will ensure the delivery of purchased supplies up to 30 days.

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

- 16.1 Delivery conditions are DDP

## **Article 18 Commencement order**

- 18.1 The implementation of the tasks must start from the date of signing by both parties of present Contract

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

- 19.1 The implementation period of the tasks is 30 days

## **Article 21 Delays in implementation of the tasks**

- 21.1 If the Contractor fails to deliver any or all of the goods within the period of implementation of the tasks specified in the Contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 0,5% of the value of the undelivered supplies to a maximum of 15% of the total contract price.
- 21.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.
- 21.3. If the Contracting Authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the Contractor:
- ☐ seize the performance guarantee; and/or
  - ☐ terminate the Contract,
  - ☐ enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost.

## **Article 25 Inspection and testing**

- 25.2 The contracting authority will perform the testing of the equipment delivered in the presence of the contractor at the headquarters of the General Inspectorate of the Border Police, mun. Chisinau, Petrciani 19 str.

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

- 26.1 Payments shall be made in MDL (ISO: 4217 MDL.<sup>1</sup>)
- 26.2 Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the invoice, must be used to report changes of bank account.

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<sup>1</sup> The currency of tender shall be the currency of the contract and of payment.

- 26.3 The 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 acceptance.

## **Article 29 Delivery**

- 29.3 The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their final acceptance

## **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

## **Article 32 Warranty obligations**

- 32.3 The Contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair
- 32.4 If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the Contractor or from both; or
  - b) terminate the contract.
- 32.5 In case of emergency, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority may have the tasks carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.
- 32.7 The duration of the warranty period shall be 730 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

## **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 45 Further additional clauses**

45.1 The following banking details are to be used for payments under this contract:

<b>Contractor</b>	<b>Contracting Authority</b>
<p>Adresa poștală: or. Ialoveni, Barbu Lautaru 4/1</p> <p>Tel: +373 79427385</p> <p>IBAN: MD67VI022242400000198MDL</p> <p>Banca: BC „Victoriabank” S.A., Sucursala Nr.24, Ialoveni</p> <p>c/b: VICBMD2X479</p> <p>Cod fiscal: 1019600026139</p>	<p>Adresa poștală: str. Petricani 19, or. Chișinău</p> <p>Telefon: 0 22 264 512</p> <p>IBAN:</p> <p>IBAN:</p> <p>Banca: MF – Trezoreria de Stat</p> <p>Cod: TREZMD2X</p> <p>Cod fiscal: 1006601000196</p>

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