

## ***SPECIAL CONDITIONS***

### **CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, these 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 competent Commission services, other clauses may be added for specific situations.

#### **Article 2 Language of the contract**

- 2.1 The language used is English.

#### **Article 4 Communications**

- 4.1 Mr. Vitali CASSA, The Regional Department for Emergency Situations of ATU Gagauzia of the General Inspectorate for Emergency Situations of the Ministry of Internal Affairs, Republic of Moldova, str. Novaia nr. 7, Comrat municipality, MD-3801, e-mail: [utag@igsu.gov.md](mailto:utag@igsu.gov.md).
- 4.2 The contracting authority and the contractor will use an electronic system for all stages of implementation, including, inter alia, contract management (amendments and administrative orders), reporting (including reporting of results) and payments. The contractor will need to register and use the appropriate electronic exchange system to enable the electronic management of the contract.

The electronic management of the contract through the above-mentioned system may start on the date on which the implementation of the contract begins, 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 obliged to use the electronic system for all communications within a maximum of 3 months.

#### **Article 7 Supply of documents**

N/A

#### **Article 8 Assistance with local regulations**

Government Decision no.246 of 08.04.2010 on the application of the tax and customs facilities related to the implementation of ongoing technical and investment assistance projects, which fall under the international treaties to which the Republic of Moldova is a party, Annex no. 1, point ROMD00073, goods within the project "Enhancing the intervention skills of professional firefighters (EnIS)" full exemption from the following taxes: VAT exemption with the right of deduction for goods and services intended for them.

#### **Article 9 General obligations**

- 9.9 The contractor will implement the specific activities to comply with the minimum visibility requirement. These activities must comply with the rules set out in the visibility manual for EU-funded external action, established and published by the European Commission.

## **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country as defined in INSC Regulation 2021/948 of 27 May 2021. For this purpose, 'origin' means the place where the goods are extracted, cultivated, produced or manufactured. The origin of the goods must be determined in accordance with the EU Customs Code or the relevant applicable international agreement.

## **Article 11 Performance Guarantee**

- 11.1 The value of the performance guarantee will be 5% of the total price of the contract, including any amounts stipulated in the addenda to the contract.

## **Article 12 Liabilities and insurance**

See the provisions of the General Terms and Conditions

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

- 13.2 The deadline within which the Contractor must submit the implementation program for approval by the Project Manager is 15 days from the signing of the contract.

## **Article 14 Contractor's drawings**

- 14.1 N/A

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

- 15.1 The contractor (seller) must cover the cost of the offer, including the expenses (transport, accommodation, stay, entrance fees, etc.) related to a trip of a maximum of 2 representatives of the Contracting Authority to the place of production of the special vehicle, for the pre-acceptance process of the first prototype.

At the same time, the Contractor must provide the cost of the tender, including its own expenses related to the training of the Contracting Authority's personnel, at the place of delivery of the special vehicle, in accordance with the provisions of the Technical Specifications.

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

- 16.1 The delivery terms are DDP.

## **Article 17 Patents and licenses**

- 17.1 See the provisions of the General Conditions.

## **Article 18 Commencement order**

- 18.1 The tasks implementation actions must start within a maximum of 5 days from the date of signing the contract.

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

- 19.1 The maximum term for the execution of the contract is until 12 April 2027.

## **Article 24 Quality of supplies**

- 24.2 The Contractor shall inform the Contracting Authority as soon as the first prototype of the special vehicle, built in accordance with the technical specifications, is ready and shall ensure the visit of the representatives of the Contracting Authority to the place of production of the special vehicle for prior technical approval.

## **Article 25 Inspection and testing**

- 25.2 At least one visit of the representatives of the Contracting Authority will be made to the production site of the special vehicle, for the pre-acceptance (testing) process of the first prototype.

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

- 26.1 However, if the entrepreneur (seller) is a citizen of the Republic of Moldova, payments will be made in Moldovan lei, according to the exchange rate established by the National Bank of Moldova on the date of the transfer.

Payments shall be authorised and made on the basis of any admissible invoice within 30 days from the time of its signature and registration by the contracting authority. No pre-financing is foreseen.

Payments are authorized and made by the State Treasury of the Republic of Moldova.

- 26.3 By way of derogation, the final payment to the contractor of the amounts due shall be made within 90 days of receipt by the contracting authority of an invoice and the request for a provisional acceptance certificate.

- 26.5 In order to obtain payments, the contractor must submit to the authority referred to in point 26.1 above:

- a) In order to obtain payments, the contractor must submit to the authority referred to in point 26.1 above:

- a) No pre-financing guarantee is required.

- 26.9 For the performance of the contract, no price revisions can be foreseen.

## **Article 28 Delayed payments**

- 28.2 By way of derogation from Article 28.2 of the General Conditions, after the expiry of the period provided for in Article 26.3, the contractor shall be entitled, upon request, to default interest at the rate and for the period referred to in the

general conditions. The application must be submitted within two months of receipt of the late payment.

## **Article 29 Delivery**

- 29.3 The packaging becomes the property of the recipient, subject to environmental considerations.
- 29.5/6/7 Any delivery must be accompanied by an invoice in three copies, the receipt-receipt document in three copies, the technical documentation, the service and warranty records, the instructions for use and other documents provided for in the technical specification or in the Contract.

## **Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the model in Annex C11. The provisional acceptance will be made in accordance with the provisions of the technical specification.

## **Article 32 Warranty obligations**

- 32.6 The warranty obligations will be stipulated in the technical specifications.
- 32.7 The warranty must remain valid for the period to be stipulated in the technical specifications, after provisional acceptance.

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

- 33.1 Any after-sales service that the contractor must provide refers to the warranty period of the product, according to the provisions of the technical specification.

## **Article 40 Settlement of disputes**

- 40.4 Any dispute arising out of or in connection with this Agreement and which cannot be otherwise resolved shall be submitted to the exclusive jurisdiction of the specialized court of the Republic of Moldova, depending on the jurisdiction, in accordance with the national law of the State of the contracting authority.

## **Article 44 Data protection**

1. The processing of personal data related to the performance of the contract by the contracting authority shall take place in accordance with the national legislation of the contracting authority's state and the provisions of the respective financing contract.
2. To the extent that the contract covers an action financed by the European Union, the contracting authority may communicate to the European Commission communications relating to the implementation of the contract. Such exchanges shall be carried out to the Commission solely for the purpose of enabling the Commission to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the partner country – the contracting authority. 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 advisers). In cases where the contractor processes personal data in the context of the implementation of the contract, it shall inform the data subjects accordingly of the possible transmission of their data to the Commission. When

personal data are transmitted to the Commission, the Commission 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<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

**Head of the Regional department of the  
emergency situations ATU Gagauzia of  
the General Inspectorate for Emergency  
Situations of the MIA RM  
colonel of the internal service**

**Vitali CASSA**

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<sup>1</sup> OJ L 205, 21.11.2018, p. 39