

VOLUME 2

SECTION 3 SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communication

- 4.1 Contact person: Irina ROSCA, Republic of Moldova, Straseni district, Sireți village, 3, Mihai Emeinescu str. MD-3731 tel. 237-71-236, 237-71-191
- 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 33 of the general conditions to the contract, 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 5 Supervisor and supervisor's representative

- 5.2 Resources available to the project supervisor and its representative: one project manager and 2 technical supervisors
- 5.3 Supervisor of the project and its representative have total power to control and monitor all operations, according with working plan. Contractor should offer access to working places and to documents.
- 5.4 The practical arrangements for administrative orders. Only the project manager has the right to make orders in relation to this contract and only in writing

Article 8 Documents to be provided

- 8.1 The contracting authority will provide you with all the necessary documents for the construction works, certificates / permits related to the local power. These will be issued on the basis of a prior request from the contracted party

Article 12 General obligations

- 12.9 The specific activities to be put in place by the contractor to comply with its minimum obligation toward visibility. These activities must comply with the Communication and Visibility Requirements for European Union External Actions laid down and published by the European Commission.

Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be 5 % of the amount of the contract and any addenda thereto.

Article 17 Programme of implementation of tasks

In case of delays in the work plan, the contracted party is obliged to notify in writing within 3 days of the delay.

Article 19 Contractor's drawings and execution studies

- 19.1 Additional technical drawings drawn up by the Contracting Party shall be coordinated with the Contracting Authority for better coordination.
- 19.7 The language of the drawings can be English or Romanian.

Article 20 Sufficiency of tender prices

No additional provisions regarding the scope of the contractor's tender.

Article 21 Exceptional risks

- 21.4 Potential exceptional weather conditions: the land on which the works will be carried out is on a slope, with the risk of soil washing in case of heavy rains.

Article 24 Interference with traffic

- 24.1 No any permission to impede traffic on communication links.
- 24.2 No any special measures required of the contractor in respect of traffic on and around the site.

Article 27 Demolished materials

- 27.2 The demolition materials become the property of the contracting authority.
- 27.4 The contractor is obliged to remove demolition materials.

Article 29 Temporary works

- 29.2 The design of particular temporary works is the responsibility of the contracting authority.

Article 30 Soil studies

- 30.1 No needs for the arrangements for soil studies.

Article 32 Patents and licenses

- 32.1 No derogation from Article 32 of the general conditions.

Article 34 Period of implementation of tasks

34.1 The period of implementation of tasks: 9 (Nine) Month

Article 36 Delays in the implementation of tasks

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

Article 39 Work register

39.1 Specify if a work register is not required.

39.2 No technical rules for drawing up statements.

Article 40 Origin and quality of works and materials

40.1 All goods purchased and materials under the contract may originate in any country.

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 the applicable international agreement.

Article 41 Inspection and testing

The places to be inspected and tested in accordance with Article 41 of the general conditions and the practical arrangements for testing.

Article 43 Ownership of plant and materials

43.2 No requirements

Article 44: General principles for payments

44.1 Payments shall be made in national currency.

44.2 If invoices are submitted to the contracting authority, the contractor shall inform by phone or email.

Article 46 Pre-financing

46.1 Pre-financing is not accepted.

Article 47 Retention monies

47.1 Normally, the sum to be retained from interim payments to guarantee implementation of the contractor's obligations during the defects liability period is 5 % of each instalment.

Article 48 Price revision

Not applicable

Article 49 Measurement

- 49.1 The amounts due shall be calculated by measuring the percentage of works carried out in relation to the firm quantities of each item of the breakdown of the lump-sum price and by applying that percentage to the lump-sum price of the related item.

Article 50 Interim payments

- 50.1 Interim payments according with work was done, 3 interim payments.

Article 51 Final statement of account

- 51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.
- 51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

Article 60 Provisional acceptance

- 60.1 In complement to Article 60.1 of the general conditions.

Article 61 Defects liability

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

Article 68 Dispute settlement

- 68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall
- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and
 - (b) in the case of a transnational contract, be settled either:
 - (i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or
 - (ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382 of 31.12.1990, Annex A12 of the practical guide.)

Article 72 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.