

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 persons

- a) For the Works Contractor

| | |
|---------|--|
| Name | |
| Address | |
| Mobile | |
| Email | |

- b. For the Contracting Authority

| | |
|---------|--|
| Name | |
| Address | |
| Mobile | |
| Email | |

Article 5 Supervisor and Supervisor's representative

- 5.2 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative
- 5.3 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative
- 5.4 The supervisor shall have the power to order any amendment to any part of the works necessary for the proper completion and/or functioning of the works. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, position, dimension, level or line and changes in the specified sequence, method or timing of execution of the works. No administrative order shall have the effect of invalidating the contract. Administrative orders will be sent electronically and in a hard copy, copied to the Contracting Authority's representative. Administrative Orders which are not copied to the Contracting Authority are not valid. If, in the opinion of the Supervisor, an emergency occurs affecting the safety of life or of the Works or adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to

do all such things as may, in the opinion of the Supervisor, be necessary to abate or reduce the risk. The Contractor shall immediately comply, despite the absence of approval of the Contracting Authority, with any such instruction of the Supervisor. In the case where emergency situation did not occur by the fault of the Contractor, the Supervisor shall determine an addition to the Contract Price in respect of such instruction and shall notify the Contractor accordingly, with a copy to the Contracting Authority.

Article 12 General Obligations

- 12.9 Regarding visibility, the Contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission: (https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/visibility_requirementsnear_english.pdf).

Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be 6% of the amount of the Contract and any addenda thereto.

Article 16 Liabilities and Insurance

- 16.1 a) "By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.
- 16.1 b) "By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.

Article 17 Programme of implementation of tasks

- 17.1. The Contractor shall provide the Supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the Contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.
- 17.2. The Supervisor shall return this document to the Contractor with any relevant remarks within 5 days of receipt, save where the Supervisor, within those 5 days, notifies the Contractor of its wish for a meeting in order to discuss the documents submitted.

Article 21 Exceptional risks

- 21.4 Exceptional weather conditions may cause delays in the implementation of tasks.

Article 24 Interference with traffic

- 24.1 The Contractor should request permission by the local authorities to undertake the works which are expected to impede traffic on communication links.

Article 34 Period of implementation of tasks

- 34.1 12 months. Implementation of tasks: no later than December 2022.

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 A work register is not required.

Article 40 Origin and quality of works and materials

- 40.1 All goods purchased under the contract must originate in any eligible source country as defined in Joint Operational Programme Romania – Republic of Moldova 2014-2020. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000.

A category of similar goods to be purchased shall not be broken down over more than 1 item of the breakdown of the lump-sum price (Volume 4.2.3)

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.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

- technical specifications
- breakdown of lumpsum price and
- drawings.

- 40.3 Preliminary technical acceptance is necessary and shall be subject of a request sent by the Contractor to the Supervisor. The request shall indicate the reference to the contract and the place where such acceptance is to take place, as appropriate. The components and materials specified in the request must be certified by the Supervisor as meeting the requirements for such acceptance prior to their incorporation in the works.

Article 43 Ownership of plant and materials

- 43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

Article 44: General principles for payments

- 44.1 Payments shall be made in euro /MDL

Article 46 Pre-financing

46.1 Pre-financing is not possible.

Article 47 Retention monies

47.1 The sum retained to guarantee implementation of the contractor's obligations during the defects liability period is 10% of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

Article 48 Price revision

Prices are fixed and shall not be revised.

Article 49 Measurement

49.1 This is a lump-sum contract.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

| | Percentage | Nature | Timing |
|----|------------|----------------------------|---|
| 1. | 20% | Interim payment of art. 50 | After completion of 20% of the firm quantities for which the contractor submitted its all-in price. |
| 2. | 20% | Interim payment of art. 50 | After completion of 40% of the firm quantities for which the contractor submitted its all-in price. |
| 3. | 20% | Interim payment of art. 50 | After completion of 60% of the firm quantities for which the contractor submitted its all-in price. |
| 4. | 20% | Interim payment of art. 50 | After completion of 80% of the firm quantities for which the contractor submitted its all-in price. |
| 5. | 10% | Interim payment of art. 50 | After issuing of the certificate of provisional acceptance. |
| 6. | 10% | Retention money of art. 47 | Within 45 days of the issuing of the signed final statement of account. |

Article 50 Interim payments

50.1 The interim payments will be paid as determined in Article 49.1 of these special conditions. 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, expressed as percentage corresponding to completed stages of the tasks.

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 effect in, or damage to, any part of the work which may appear or occur during this period as notified 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 be referred to the exclusive jurisdiction of Republic of Moldova in accordance with the national legislation of the state of the contracting authority.