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 person for Contracting Authority

|  |  |
| --- | --- |
| Name: | Vasile OSTAFE |
| Postal Address: | West University of Timisoara (Universitatea de Vest din Timișoara), Blv. V. Pârvan 4, 300223, Timișoara, ROMÂNIA, (and Advanced Environmental Research Laboratories (Laboratoarele de Cercetari Avansate de Mediu), Str. Oituz 4, 300086, Timisoara, ROMÂNIA, the place of project implementation) |
| Tel (fax) | +40755240153 |
| e-mail: | [vasile.ostafe@e-uvt.ro](mailto:vasile.ostafe@e-uvt.ro) (or [vostafe@yahoo.com](mailto:vostafe@yahoo.com) |

4.2. Contact person for the Contractor

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Fax: |  |
| e-mail: |  |

# Article 7 Supply of documents

The Contractor is obliged to ensure the original brochures with suitable technical specifications of goods, which is required by tender documentation. The Commercial guarantee certificates, issued according to the relevant Romanian laws covering the warranty period described in Article 32 - has to be submitted by the time of delivery as the latest.

# Article 8 Assistance with local regulations

N/A

# Article 9 General Obligations

Please refer to article 9.9 of General Conditions for the corresponding requirements

# Article 10 Origin

According to the Instruction for the Beneficiaries of the Interreg IPA CBC Romania-Serbia, starting from 25.09.2019, all natural persons or all legal persons can participate in public procurement procedures from any country, and all goods can originate from any country, irrespective of any thresholds, in case of all actions implemented in the framework of the Interreg IPA CBC Romania-Serbia Programme.

# Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 5 % of the total Contract price, including any amounts stipulated in addenda to the Contract.

# Article 12 Liabilities and Insurance

Please refer to article 12. of General Conditions for the corresponding requirements.

In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

* **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*"the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities."[[1]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

# Article 13 Programme of implementation of tasks

13.2 The period of implementation of tasks is 60 days, from contract signature.

# Article 14 Contractor’s drawings

14.1 N/A

# Article 15 Sufficiency of tender prices

15.1 The prices in the contract are fixed and not subject to any revision.

# Article 16 Tax and customs arrangements

16.1 **DDP - Delivered Duty Paid**, Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

"the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities." The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

16.2 VAT included

# Article 17 Patents and licences

17.1 Not applicable.

# Article 18 Commencement order

18.1The implementation of the tasks shall start on the date of contract signature by both parties

# Article 19 Period of implementation of the tasks

19.1 Implementation period is 60 days

# Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required.

# Article 25 Inspection and testing

25.2 The inspection and testing prior to the provisional acceptance will take place at the locations where the goods are delivered (i.e. Advanced Environmental Research Laboratories (Laboratoarele de Cercetari Avansate de Mediu), Str. Oituz 4, 300086, Timisoara, ROMÂNIA). During the inspection and testing procedure, technical performances, the technical specifications, and technical documentation will be verified.

# Article 26 General principles for payments

26.1 The Contract will be concluded in the currency shown on the financial offer (specimen in Annex IV).

Payments shall be made in RON for Romanian companies, and in EUR for the foreign companies.

In case the contract is concluded in EURO, and payments are made in national currency (RON), applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice or pre-invoice in case of VAT exemption.

Payments shall be authorised and made by the Contracting Authority.

26.3 By derogation, the final 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 provisional acceptance.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

* For the final payment, the invoice together with the request for provisional acceptance of the supplies.

26.9This contract does not include a price revision clause.

# Article 29 Delivery

N/A

# Article 31 Provisional acceptance

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

# Article 32 Warranty obligations

32.1 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

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.

32.7 The warranty must remain valid until October 2021 (date of end of implementation of the project). The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

# Article 33 After-sales service

As specified in General Conditions, and depending of the type of goods, as appropriate.

# 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 relevant court of law in Romania applying the national legislation of the Contracting Authority

# Article 44 Data Protection

Not applicable.

\* \* \*

1. See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>. [↑](#footnote-ref-1)