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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Name:	**TINCA SILVIU**
Address:	Resita, Fagarasului Street, No 18
Telephone:	**0723768593**
Fax:	
e-mail:	**silviutinca1963@yahoo.com**

For the Contractor:

Name:	
Address:	
Telephone:	
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 certificate, issued according to the relevant Romanian law 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

The Contractor shall, in performing the Contract, comply with all applicable national laws.

Whilst the Contracting Authority agrees to use its contacts with the authorities where appropriate to assist the Contractor in obtaining the required permits or import licences, the

prime and ultimate responsibility for the obtaining of these and licences shall lie with the Contractor who shall keep the Project Manager informed.

Article 9 General Obligations

9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en .

Article 10 Origin

10.1 All supplies purchased under a procurement contract, or in accordance with a grant agreement, financed under IPA II shall originate from an eligible country or from any country which is eligible under the rules of the Member State.

As the Romanian national rules do not contain any restrictions as regards the rules of origin and nationality, then all natural persons or legal persons can participate in public procurement procedures from any country, and all goods can originate from any country, irrespective of any thresholds.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 12 Liabilities and Insurance

12.1a) There is no derogation from Article 12a) of the General Conditions.

12.1b) There is no derogation from Article 12.1b) of the General Conditions

12.2b), paragraph 2

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

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]

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 implementation of contract should be completed **in 40 days** contract signing by both parties

Article 14 Contractor's drawings

14.1 No drawings requires

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 The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

Article 17 Patents and licences

17.1 There is no derogation from Article 17 of the General Conditions.

Article 18 Commencement order

18.1 The 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 The period of implementation of the tasks of the contractor shall be 40 calendar days from the commencement order.

Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

25.2 The Contractor shall deliver and commission all equipment in order that the supplies are left in place fully operational and ready for use. The cost of consumables used during commissioning and for running time, before provisional acceptance, shall be borne totally by the Contractor.

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[1] See http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/ .

Inspection and testing prior to the provisional acceptance will take place at the locations where the equipment is delivered, installed and put into service. The inspection and testing of all equipment will be started and completed within a maximum 7 calendar days after delivery, installation and putting into service.

Article 26 General principles for payments

26.1 Payments shall be made in RON (for Romanian candidates)/EUR (for foreign candidates) in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority. In case the contract is concluded in EURO, and payments are made in RON, applicable exchange rate must be InforEuro exchange rate for the month of issuing of invoice. The payment will be made in full, following full delivery and provisional acceptance of the supplies by the Contracting Authority and submission of relevant documents.

Payments shall be authorised and made by County Emergency Hospital Resita, Fagarasului str., no.18, Resita City, Caras-Severin County, authorised by Contracting Authority legal representative.

26.3 Not applicable

26.5 Not applicable

26.9 Not applicable.

Article 28 Delayed payments

28.2 Not applicable

Article 29 Delivery

29.3 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

The packaging shall remain the property of the Contractor subject to environmental considerations.

29.5/6/7 Each delivery shall be accompanied by the following documents:

a) User Manuals (including in Romanian)
b) Packing list
c) Warranty Certificate
d) The Invoice (commercial)

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued. The Contracting Authority may appoint its representative to perform provisional acceptance /inspection on its behalf.

With provisional acceptance, the Beneficiary Institution/s acquires full title and ownership to the goods supplied and the right to make full and unimpaired use of the supplies delivered.

Article 32 Warranty obligations

32.6 Where commercial warranty (issued by the manufacturer of particular item/product) is longer than the below mentioned warranty of one year after provisional acceptance, the Contractor is obliged to provide complete support to the Beneficiary in contacting the manufacturer.

32.7 The warranty must remain valid for one year after provisional acceptance.

Article 33 After-sales service

33.1 Not applicable.

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 the Romania applying the national legislation of the Contracting Authority.

Article 44 Data Protection

Not applicable.

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