

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 All correspondence between the Contractor and the Contracting Authority or Supervisor must be copied, for information, at the following official address:

procurement.sudan@aics.gov.it

segreteria.yaounde@aics.gov.it

- 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 18 below, 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 7 Supply of documents

- 7.1 The Supervisor has the authority for and on behalf of the Contracting Authority to provide the Contractor with a copy of the documents prepared for the implementation of the tasks, a copy of the Technical Requirements and other Contract documents.
- 7.2 The Supervisor has the authority for and on behalf of the Contracting Authority to co-operate with the Contractor to provide information that the Contractor may reasonably request in order to perform the contract.
- 7.6 The procedure to approve technical specifications, requirements, drawings and other documents provided by the Contractor, if not specified in the Special Conditions of Contract, will be specified within 30 days of the signing of the Contract

Article 8 Assistance with local regulations

- 8.1 The Incoterm applicable shall be DDP.
- Supply of goods and services has exemption from payment of taxes, duties, custom, including VAT.

Article 9 General obligations

- 9.1 Sticker with the Logo of the Donor (see Pattern) dim. 103x85 mm, if possible, must be placed on each of the goods.

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

- 12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

- 12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions, the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

- 12.2(b), paragraph 2 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

- 13.1 The Contractor shall submit a programme of implementation of task for the approval of the Supervisor.

Article 14 Contractor's drawings

- 14.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Contractor furnished as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements, in the form of literature, drawings or data, and detailed descriptions of the goods and related services offered, demonstrating substantial responsiveness of the items to the technical specification

The Contractor is required to respect the essential technical and performance characteristics of the Goods submitted by the bid. The Contractor shall submit all deviations from bid technical specification to the Supervisors approval.

Article 15 Sufficiency of tender prices

¹ See <http://www.iccwbo.org/incoterms/>

- 15.1 Contract prices shall be firm, fixed, and non-revisable.

Article 16 Tax and customs arrangements

- 16.1 The delivery conditions are DDP as mentioned in the general conditions>

Article 18 Commencement order

- 18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

- 19.1 The period of implementation of the tasks shall be 120 days.

Article 24 Quality of supplies

- 24.2 A preliminary technical acceptance is required.

Article 25 Inspection and testing

- 25.1 The Contractor shall carry out all such tests and/or inspections at its own expense and at no cost to the Contracting Authority or the Supervisor.
- 25.2 The inspections and tests shall be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Supervisor's Country.
- 25.8 The Supervisor may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.
- 25.9 The Contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Supervisor or its representative, nor the issue of any certified copy of the test results pursuant to Art. 25.4, shall release the Contractor from any warranties or other obligations under the Contract.

Article 26 General principles for payments

- 26.1 Payments shall be made in EUR. Exchange rate risk or variations may not be subject to compensation whatsoever. Payments shall be authorised and made by AICS Khartoum Office.

They shall be deemed to have been made on the date on which they are debited to this authority's account.

In order to obtain payments, the Supplier must forward to the authority referred above:

- a) For the 40% of the Total Amount of the Supply as advance payment, if requested. This payment shall be made within 30 days of the date of receipt of the request of payment, invoices and Pre-Financing Guarantee.
- b) For the 50% of the Total Amount of the Supply, that must be zero VAT. This payment shall be made within 30 days of the date of receipt of the invoices, provided that the supplies have been delivered.
- c) For the balance of 10% of the Total Amount of the Supply, that must be zero VAT. This payment shall be made within 30 days of the date of receipt of the invoices, provided that the supplies have been tested and accepted.

The periods for making the payments shall run from the day after the date of receipt of the above documents to the date on which they are debited to the bank account of the mentioned Authority.

26.2 Pre-Financing and Performance Guarantees are required.

Article 29 Delivery

29.3 The packaging shall become the property of the recipient subject to environmental considerations].

Article 31 Provisional acceptance

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.7 The warranty must remain valid for one (1) year after provisional acceptance.

Article 33 After-sales service

33.1 The medical equipment must be delivered at the Yaounde Custom, and, subsequently, installed. The Contractor has to guarantee assembly, testing and start-up of the equipment, including correction of any defects.

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 Italy in accordance with the national legislation of the state of the contracting authority.

Article 44 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.

2. To the extent that the contract covers an action financed by the Country of European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The 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 counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract,

he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.]

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¹ OJ L 205 of 21.11.2018, p. 39