

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 For any communication to the contracting authority, please contact:

The Italian Agency for Development Cooperation (AICS)

Ref. Person : Alessandra Attisani

Villa Italia, Kebena

ADDIS ABABA

P.O. Box 1108

E-mail: segreteria.addisabeba@aics.gov.it

Article 6 Subcontracting

- 6.3 Subcontracting is allowed only for ancillary services. The contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

Article 7 Supply of documents

N/A

Article 8 Assistance with local regulations

N/A

Article 9 General obligations

- 9.9 Recipients of EU funding have a general obligation to acknowledge the origin and ensure the visibility of any EU funding received. Kindly refer to Communicating and raising EU visibility: Guidance for external actions – 2022.

https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en

Article 10 Origin

- 10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall 10 % of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.7 The performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 Liabilities and insurance

- 12.1 All risks insurance: Subject: “warehouse to warehouse”; Amount: 110% of DDP (DDP - Delivered Duty Paid – Incoterms 2020) value in Euro must be included in the DDP prices. Insured parties: Insurance should be made in the name of the Contracting Authority. Coverage period: From the date of commencement of activities to date of provisional acceptance.

Article 13 Programme of implementation of tasks

- 13.2 Within 10 days from the notification signature of the contract the contractor will send to the Contracting Authority a timetable of activities to come, with indication of duration, date, means and units of Human resources appointed to undertake the task. The Project Manager will approve by AICS the Programme of Implementation of tasks.

Article 14 Contractor’s drawings

- 14.1 The Contractor will provide the final user with a complete set of technical drawings for installation, including the electrical drawings of every component with service manual in English language.

Article 15 Sufficiency of tender prices

- 15.1 No revision of tender prices is allowed, and the Contractor is deemed to have evaluated with diligence every cost component arising from the implementation of contract tasks.

Article 16 Tax and customs arrangements

- 16.1 As per Article 16 – paragraph 16.1 of the General Conditions, the terms of delivery of the goods is DDP (Delivery Duty Paid).

Article 17 Patents and licences

- 17.1 Ref. to the Article 17 of the General Conditions

Article 18 Commencement order

- 18.1 implementation of the tasks shall begin after contract signature. No commencement order shall be issued.

Article 19 Period of implementation of the tasks

- 19.1 90 days from contract signature

Article 24 Quality of supplies

- 24.2 The supplies shall be CE marked and/or FDA approved in compliance with EU Directive 93/42/CEE MDD, IEC 60601 last revision standard, IEC 61010-1 collateral standards and ISO 13485:2003 Medical devices Quality management systems.
- 24.5 The Tenderer shall warrant that all supplies have no defect arising from design, materials or workmanship.
- 24.6 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

Article 25 Inspection and testing

- 25.2 The place to inspect and test the goods will be the place of final destination at the presence of the final user, the donor and the contractor representatives.
- 25.4 The Contractor shall test, calibrate and commission the goods, in presence of the Contracting Authority, as appropriate and in such way that, upon installation completion, they are fully operational and ready for use.
- 25.9 the Contractor shall cover all official testing and commissioning procedure costs including costs for instrumentation and materials.
- 25.10 Only specialized and qualified personnel by the contractor will install and test the supplies.
- 25.11 The contractor will submit to the Contracting Authority and the final user the complete set of reports of installation.

Article 26 General principles for payments

- 26.1 Payments shall be made in EUR.

Maximum pre-financing equal to 40% of the contract value, if requested, must be subject to a pre-financing guarantee equal to the pre-financing to be disbursed.

Payments shall be authorised and made by Italian Agency of Development Cooperation – Addis Ababa Office – Head of Office.

- 26.3 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:
- a) For the 40% pre-financing, the pre-financing guarantee;
 - b) For the 60 % balance, the invoice in triplicate together with the request for provisional acceptance of the supplies. The invoice must contain the Publication Ref.: ADD-15-2024 and the Cig No. referred to the Lot
- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

- 29.1 The supplies shall be packaged so as to prevent their damage or deterioration in transit to their final destination.
- 29.3 The packaging shall remain the property of the contractor subject to environmental considerations.
- 29.5/6/7 The Supplier shall mail to the Contracting Authority, with a copy to the Insurance Company all the documents necessary to the delivery of the goods (the list of these documents will be defined at the moment of the contract signature).

Sticker with the Logo of the Donor (see Pattern – Dimension of minimum 20 cm – lower side or if rounded consider the radius) must be placed on each package of the items described in Article 1.1 of the Instruction to the Tenderers.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

- 31.2. By derogation from Article 31.2, second paragraph, 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

- 32.2 Unlimited *On demand* interventions shall be included for any defect covered by the warranty according to the Technical Specification in Annex II+III. The interventions will always include spare parts.
- 32.7 The warranty must remain valid for minimum 12 month after the signature of corticate of provisional acceptance by the contracting Authority or longer as per Annex II and III.
- 32.10 Spare parts, consumables and maintenance services, availability of spare parts, consumables and maintenance services must be guaranteed for not less than 10 years from the date of signature of the contract.

Article 33 After-sales service

- 33.1 The Contractor shall provide, for all the articles supplied, the provision of reliable and regular aftersales and maintenance service at the place of installation, guaranteeing repair of the goods supplies during 12 months period after Provisional Acceptance.
- 33.3 This service has to be conducted according to the requirements indicated in Annex II and III. Such service will make available timely the necessary spare parts, reagents and consumables through a commercial relationship with the producer.
- 33.4 Except for what differently provided in the technical specifications (annex II to the contract), the after sales service is comprehensive of 2 mandatory interventions per year. After Sale service shall include preventive maintenance/safety and functionality checks / QA as per Manufacturer's recommendations

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 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, personnel, 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