

# ***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 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***

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#### ***Project Manager***

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### **Article 7 Supply of documents**

The contracting Authority will provide any documents or specifications that may be required for the timely and accurate supply and delivery of the inputs. The contracting Authority will provide any documents or specifications that may be required for the timely and accurate supply and delivery of the inputs.

### **Article 8 Assistance with local regulations**

The contractor will be responsible for obtaining all permits, authorisation or licences related to this contract.

## **Article 9 General Obligations**

- 9.9 The consignment of Supplies should be clearly identified and should feature prominently the EU Flag and the mention “*Provided with the support of the EU*” in the operational language of the EU programme and the local language.

These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the Europe Aid Website:

[http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm)

## **Article 10 Origin**

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the Banana Accompanying Measures Financing Agreement DM/BAN/2012/024-197 programme. 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 to the relevant international agreement applicable.

## **Article 11 Performance guarantee**

- 11.1 The amount of the performance guarantee shall be 10 % of the Contract value and the sum for after sales service including any amounts stipulated in addenda to the Contract

## **Article 12 Liabilities and Insurance**

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery.

The contractor shall provide an all-risk insurance cover, including transportation, in the name of the Contracting Authority, in an amount equal to 110% of the DAP value in EURO, until the provisional acceptance.

## **Article 13 Programme of implementation of tasks**

- 13.2 Complete delivery of all equipment within ninety (90) days after contract signature.

## **Article 16 Tax and customs arrangements**

- 16.1 The Beneficiary shall apply to procurement contracts financed by the EU the most favoured tax and custom arrangements applied to states or international development organisations with which it has relations.

The delivery conditions are DDP.

## **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 execution will be over a ninety (90) day period

## **Article 24 Quality of supplies**

- 24.2 The equipment must in all respects satisfy the technical specifications laid down in the contract.

## **Article 25 Inspection and testing**

- 25.2 The goods are to be inspected and tested at the Dominica Bureau of Standards, Stock Farm, Commonwealth of Dominica to ensure that all equipment procured under this contract are working and of the right quantity, quality and specification.

## **26 General principles for payments**

- 26.1 Payments shall be made in EUROS.

Payment shall be authorized and made by the Delegation of the European Union in Barbados, after approval by the National Authorising Officer at the Government of the Commonwealth of Dominica. Invoices and accompanying documents should be forwarded to the address below:

The National Authorising Officer (NAO)  
Office of the NAO  
3<sup>rd</sup> Floor Financial Centre  
Kennedy Avenue  
Roseau  
Commonwealth of Dominica.  
Email: [edf@cwdom.dm](mailto:edf@cwdom.dm)

- 26.3 By derogation, the final payment to the contractor of the amount due shall be made within ninety (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) By derogation of article 26.5 of the General Conditions, no pre-financing guarantee is required if the pre financing requested is lower or equal to €300,000 and proof has been provided for the selection criteria and the contracting authority does not requires a financial guarantee following a risk assessment.
  - b) For the 60% balance, the invoice(s) in triplicate following provisional acceptance of the supplies.
- 26.9 This Contract does not include a price revision clause.

## **Article 28 Delayed payments**

- 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**

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

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

- 29.5/6/7 Each item must bear European Union Logo in large bold letters.

### **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. The timing of Provisional Acceptance is as stated in Article 13

### **Article 32 Warranty obligations**

- 32.6 The contractor must warrant that the supplies are new, sealed and incorporate all recent improvements in materials. The contractor shall further warrant the supplies conform to specifications and that none of the supplies have any defects arising from manufacture, materials, workmanship, packaging, shipping and transportation.
- 32.7 The warranty must remain valid for the period of one year, after provisional acceptance.

### **Article 33 After-sales service**

- 33.1 After-sales service is included in this Contract.

### **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 Commonwealth of Dominica in accordance with the national legislation of the state of the Contracting Authority.

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### **Article 45 Further additional clauses**

None

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