



AID 013244/07/6

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 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 communications should be addressed to:

Chiara Spicciarelli - LIVE BLU-E Project coordinator

Centro per un Appropriato Sviluppo Tecnologico
Seahorse Raod (next to Lees)
PoBox 561
80108 Kilifi

Email: liveblueprocurement@gmail.com

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Article 6 Subcontracting

Subcontracting is not allowed under this Contract.

Article 7 Supply of documents

All relevant documents can be annexed to the technical offer.

Article 8 Assistance with local regulations

Not Applicable.

Article 9 General obligations

Not Applicable.

Article 10 Origin

- 10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.



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Article 12 Liabilities and insurance

- 12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to not less than the value of the goods supplies.
- 12.2(a) The contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies legally recognized in the Republic of Kenya.
- 12.2(b) As appropriate to the transport modality, 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.
 - **DAP - Delivered At Place:** Incoterm whereby the buyer bears all risks and costs of import clearance:
*'the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place'*², including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 Not Applicable.

Article 14 Contractor's drawings

14.1 Not Applicable.

Article 15 Sufficiency of tender prices

15.1 No additional provisions regarding Article 15 of the general conditions are required.

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

² Idem.



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Article 16 Tax and customs arrangements

- 16.1 The supply shall be delivered in one single delivery upon written instruction of the Contracting Authority.

The applicable tax and customs arrangements are the following:

Tax, custom and any obligation stated by the Republic of Kenya laws and regulations.

Article 17 Patents and licences

- 17.1 Not Applicable.

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 from the day which the last of the two parties signs the contract. The vehicle shall be delivered in one single delivery upon written instruction of the Contracting Authority.

Article 24 Quality of supplies

- 24.2 Not Applicable.

Article 25 Inspection and testing

- 25.2 Not Applicable.

Article 26 General principles for payments

- 26.1 Payments shall be made in Kenyan Shillings [KES]. Payments at 100% shall be made upon submission of invoices to the contracting authority by the supplier.

Pre-financing is not applicable to this Contract.

Payments shall be authorised and made by LIVE BLU-E Project Coordinator or expressly authorised staff through bank transfer.

In order to obtain payment, the Contractor must entitle the payment requests in the name of CAST – Centro per un Appropriato Sviluppo Tecnologico.

In addition to the Publication Reference, it is mandatory to include in any invoice/ payment request the following writing:

“LIVE BLU-E AID 013244/07/6”

- 26.3 The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.
- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:



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For the 100 % balance the invoice(s) together with the request for provisional acceptance of the supplies.

- 26.9 Under this Contract prices indicated in the financial offer shall be the one indicated fixed and not subject to revision for implementation during the first 12 months of the duration of the contract.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down 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 packaging shall become the property of the recipient subject to environmental considerations.

- 29.5/6/7 Delivery needs to be accompanied by usual documents and manuals foreseen by the manufacturing firms (if applicable).

Every document accompanying the deliveries must contain, in addition to the Publication Reference the following writing:

“LIVE BLU-E AID 013244/07/6”

Article 31 Provisional acceptance

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

Article 32 Warranty obligations

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

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 for arbitration to in accordance with the rules of arbitration of Nairobi Centre for International Arbitration.

Article 44 Data protection

- 44.1 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.

- 44.2 To the extent that the contract covers an action financed by the Italian Agency for Development Cooperation (AICS), the Contracting Authority may share communications related to the implementation of the contract, with AICS. These exchanges shall be made to the contracting authority, 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 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



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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 AICS. 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/EC³ and as detailed in the specific privacy statement published at ePRAG.