

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, 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, email or by hand to;

Contracting Authority:

The National Authorising Officer for the European Development Fund in
Tanzania represented by the BEGIN Imprest Administrator
President's Office Planning and Investment
P.O. Box 104
Dodoma, United Republic of Tanzania
Telephone: +255 (026) 2962384
E-mail: beginproject@planninginvestment.go.tz

Contractor:

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 6 Subcontracting

6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

The contractor is obliged to submit user manuals for each of the three (3) new 4WD pickup double cabin vehicles and for the one (1) new 4WD station wagon vehicles in both hard and electronic copy at the time of provisional acceptance.

Article 9 General obligations

9.9 Unless the European Commission requests or agrees otherwise, the contractor must use the EU emblem and short funding statements in their communication to acknowledge the support received under EU programmes and contribute to the visibility of the EU on the ground in accordance with the EU visibility guidelines.

Such measures shall be carried out in accordance with the latest communication and visibility requirements for EU-funded external action, published by the European Commission: https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en

Article 10 Origin

10.1 For lots with a value of EUR 100 000 or more, all goods purchased must originate in an eligible source country as defined in the 11th European Development Fund. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable. Goods originating in the EU includes goods originating in the Overseas Countries and Territories.

For lots with a value of less than EUR 100 000, goods purchased can originate in any country.

Article 11 Performance guarantee

11.1 No performance guarantee is required unless the value of the contract exceeds EUR 150 000. In that case, the amount of the performance guarantee shall be 5% of the total contract price including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.2(b) The supplies must Delivery Duty Paid (DDP), excluding VAT and duties. The contractor must subscribe to an insurance policy to cover any risks and damages involved in the transport of the supplies up to the place of destination.

Article 18 Commencement order

18.1 Commencement shall start on the date of countersignature of the contract by the contractor.

Article 19 Period of implementation of the tasks

19.1 Period of implementation of tasks will be 90 calendar days from commencement date.

Article 25 Inspection and testing

25.2 The 4WD station wagon motor vehicles and the 4WD pickup double cabin motor vehicles will be inspected and tested at BEGIN Support Unit Mkandarasi Place (CRB) Dodoma -Tanzania

Article 26 General principles for payments

26.1 Payments shall be made in Tanzanian shillings (TZS).

Pre-financing is not applicable to this contract

Payments shall be authorized and made by:

Imprest Administrator office
BEGIN Support Unit
President's Office Planning and Investment
P.O. Box 104
Dodoma, United Republic of Tanzania
Telephone: +255 (026) 2962384
E-mail: beginproject@planninginvestment.go.tz

In the case of indirect management ex ante procedures and where invoices are presented to the authorities of the country of the contracting authority, the contractor must inform the Economics and Governance Unit of the Delegation to the United Republic of Tanzania and EAC, Umoja House, Hamburg Street, Dar es Salaam, thereof by sending a copy of the correspondence

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

- b) For the 100 % balance: the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

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 All documents to accompany each delivery must be in English or with English transaction and external marking on the package must be as follows:

Subject: Supply of vehicles
References: FED/2020/430/034/Supp/08
Recipient: President's Office Planning and Investment

Donor: European Union including EU flag

Article 31 Provisional acceptance

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

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

32.6 In addition to the warranty provided for in article 32 of the general conditions, the contractor shall provide a **commercial warranty** as specified in Annex II – technical specifications and Annex III – technical offer.

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and
- (b) in the case of a transnational contract, be settled either:
 - (i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or
 - (ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990).

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.

¹ OJ L 205 of 21.11.2018, p. 39