

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 the Contracting Authority:

Mesag Mulunga
The Imprest Administrator
Livestock Support Programme
Ministry of Agriculture, Water and Land Reform
Government Office Park, Luther Street,
PO Box 13184
Windhoek Namibia
Tel +264 61 208 7766
Email: Penda.Ithindi@mawlr.gov.na

For the 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

- a) Manufacturer's Manuals for operation and maintenance in English;
- b) Manufacturer's Warranty Certificate;
- c) Delivery notes; and
- d) All necessary documents

Article 8 Assistance with local regulations

Not applicable

Article 9 General obligations

- 9.9 As per the General Conditions

Article 10 Origin

- 10.1 All goods purchased can originate in any country.

Article 11 Performance Guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

- 12.1(a) As per the General Conditions

- 12.1(b) As per the General Conditions.

12.2(a), paragraph 1 As per the General Conditions

12.2(a), paragraph 2 As per the General Conditions

12.2(b), paragraph 2 As per the General Conditions. Delivery is DDP

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 provision regarding Article 15 of the GC.

Article 16 Tax and customs arrangements

16.1 Delivery conditions are DDP.

Article 17 Patents and licences

17.1 As per the General Conditions.

Article 18 Commencement order

18.1 No commencement Order will be issued by the contracting authority. Implementation of the tasks shall commence upon the signature of the contract by the last party

Article 19 Period of implementation of the tasks

19.1 The period of implementation of the tasks (delivery and commissioning of supplies) shall be sixty (60) calendar days from the commencement of the implementation of the tasks stipulated in Article 18.1 above

Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

25.2 Not applicable

Article 26 General principles for payments

26.1 Payments shall be made in Namibian dollars

Payments shall be authorised and made by the Imprest Administrator and the Imprest Accounting Officer of the Programme Estimate.

Mr. Mesag Mulunga/Ms. Kachana Kamwi
Livestock Support Programme,
Ministry of Agriculture, Water and Land Reform
Government Office Park, Windhoek, Namibia

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,

By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.

b) For the 60 % balance, the invoice(s) in triplicate together with the request for 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 packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Each supply delivery shall be accompanied by a statement drawn up by the contractor, accompanied by a waybill indicating the types and quantities of items supplied. Each supply delivery shall be accompanied by:

- User Manuals
- Packing list
- Customs Invoice/s
- Warranty Certificate/s
- Any other necessary documents required by the Namibian Customs.

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 As per the General Conditions

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

Article 33 After-sales service

33.1 Not applicable.

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

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