

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 All communications shall be done to the following contact persons:

Ms. Lucia Pincerato lucia.pincerato@worldfriendskenya.org

CC: Mr. Andrea Sacchi administrator@worldfriendskenya.org

CC: Ms. Kitula De Pascalis kitula.depascalis@worldfriendskenya.org

CC: Ms Jecinta Wairimu logistics@worldfriendskenya.org

Through email.

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 be 5% of the total contract price, including any amounts stipulated in addenda to the contract. For contracts of EUR 150 000 or below, the contracting authority may decide, on the basis of objective criteria such as the type and value of the contract, not to require such a guarantee.

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 the contract value.
- 12.1 (b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

Article 13 Programme of implementation of tasks

- 13.2 Latest one week after the signature of the contract, the contractor shall submit the programme of implementation of the tasks, with dates and deadlines for approval.

Article 18 Commencement order

- 18.1 The implementation of the tasks shall commence on the date of the signature of the contract and by the release of the Local Purchase Order.

Article 19 Period of implementation of the tasks

- 19.1 The period of implementation of the tasks is 60 days.

Article 25 Inspection and testing

- 25.2 <Specify the places/goods to be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing>

Article 26 General principles for payments

- 26.1 Payments shall be made in Euro [EUR].
- Payments shall be authorised and made by World Friends- Nairobi Office.
- 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]
- [if the total contract price is below or equal to EUR 60 000:]
- [By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.]
- [if the total contract price is above EUR 60 000:]
- [When (i) the pre-financing requested is equal or below EUR 300 000 and (ii) the contracting authority does not require a financial guarantee following a risk assessment¹, by derogation from article 26.5 of the general conditions no prefinancing guarantee is required.]
- b) [For the 60 % balance], [For the 100 % balance] the invoice(s) together with the request for provisional acceptance of the supplies.

Article 29 Delivery

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.

¹ Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company.

29.5 Each delivery shall be accompanied by a delivery note indicating the project aid code (**AID 012519/01/1**), duly signed and stamped by the contractor.

29.6 Each package included in the delivery shall be clearly labelled with the project aid code (**AID 012519/01/1**), and the corresponding lot number.

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 1 year after provisional acceptance.

Article 33 After-sales service

33.1 <Give details of any after-sales service that the contractor must provide and specify the proportion of the performance guarantee assigned to that activity.>

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 Kenya 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.