# *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**

The Head, Procurement Division

Office of the Commissioner, General Administration & Conference

5th Floor ECOWAS Commission

Plot 101, Yakubu Gowon Crescent, Asokoro District

Abuja, NIGERIA

E-mail: [procurement@ecowas.int](mailto:procurement@ecowas.int) with copy to [vtulay@ecowas.int](mailto:vtulay@ecowas.int)

**For the Contractor**

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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 shall provide all necessary/relevant documents, including if applicable User’s Manuals in the official language of the country of delivery of the goods, prior to provisional acceptance

**Article 9 General obligations**

9.9 The equipment delivered should comply with the Contractor’s minimum obligation toward visibility, as per the rules laid down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en> .

**Article 10 Origin**

## 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the. Financing Agreement number ROC/FED/022-795/ECOWAS-Support to the ECOWAS Regional Peace, Security and Stability Mandate (EU-ECOWAS-PSS) under the 10th EDF 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.

## Goods originating in the EU includes goods originating in the Overseas Countries and Territories.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2 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]](#footnote-1)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 18 Commencement order**

18.1The implementation of the contract is deemed to commence on the date of signature of the contract by the Contractor. No formal commencement order will be issued to that effect.

**Article 19 Period of implementation of the tasks**

19.1The implementation period of the tasks is one hundred and twenty (120) days.

**Article 25 Inspection and testing**

25.2 The places where the goods are to be inspected and tested in accordance with Article 25 of the General Conditions are the respective addresses of delivery of the goods.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros

Payments shall be authorised and made by the Regional Authorising Officer of the EDF, representing the ECOWAS Commission, Plot 101 Yakubu Gowon Crescent, Asokoro, Abuja, NIGERIA

26.3 By derogation, the pre-financing payments shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. 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:

a)For the 40% pre-financing, the pre-financing guarantee

b)For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

**Article 28 Delayed payments**

28.2By 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**

29.3The Contractor shall bear all risks pertaining to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.>

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

29.5/6/7 Each delivery must be accompanied by markings on the packaging stating: the Contractor’s name, the Contract reference, the description and quantity of the supplies, and the address of delivery. Such information must also be stated in a document transmitted to the Beneficiary at the address of delivery (with copy transmitted simultaneously to the Contracting Authority at the address indicated under art. 4 of these Special Conditions)

**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 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The standard commercial warranty by the Manufacturer must also be provided.

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

**Article 40 Settlement of disputes**

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

(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, Annex a12 to the practical guide).

**Article 44 Data protection**

Not applicable.

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1. See http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-1)