

# ***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 1 Definitions**

No derogation to general conditions of the contract.

### **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 or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the addresses below:

Filippo Capurro, John Paul II Foundation, Bethlehem, Hebron-Jerusalem Street  
P.O. Box 24

Opening Hours 9.00 – 17.00 from Monday to Friday.

Email: [f.capurro@fondazionegiovannipaolo.org](mailto:f.capurro@fondazionegiovannipaolo.org)

4.4 Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing, and shall be sent by Fax, Post or delivered by hand, at the addresses designated by the two parties for the purpose.

Verbal communications not followed by a written communication signed by both Parties - or written in a language different than that of the procedure - shall not have contractual validity.

### **Article 6 Subcontracting**

Subcontracting is not allowed.

### **Article 7 Supply of documents**

7.1 Original Manufacturer's brochure and Bidder's documents giving all technical information about the product or proposal in the bid must accompany the tender submission, in hard and soft copy as required in the Instruction to Tenderers and technical specifications. This applies also to the financial proposal. Failure of providing this information may lead to exclusion from the evaluation process.

Original software and any other kind of license shall be delivered together with the equipment and shall be in the name of the final beneficiary, where applicable. The Contractor shall provide together with the goods the didactic material for maintenance and user training courses. The didactic material will be in English

language and shall be approved by the Purchaser. A translation of the training material in Levantine Arabic language, if available, may be requested by the Contracting Authority.

All the labels and indications on the equipment as well as the software included with the equipment shall be in English and Levantine Arabic, if available by the Manufacturer.

The Contractor shall deliver together with the equipment one hard copy and one digital copy of the operation and maintenance manuals in English with each unit provided. If the Levantine Arabic versions of these manuals are available by the Manufacturer, they shall be included in the supply.

- 7.6 The consistency of the required documentation with the technical requirements and the language will be evaluated with the general relevant technical evaluation grid annexed to the tender dossier.

## **Article 8 Assistance with local regulations**

- 8.1 General conditions not applicable for all clauses of art. 8 - No assistance will be provided from the contracting authority

## **Article 9 General obligations**

No derogation to general conditions of the contract

## **Article 10 Origin**

- 10.1 All goods purchased must originate in an eligible source country as defined in the NDICI - Global Europe Regulation 2021/947 of 9 June 2021. 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.
- 10.2 Tenderers may be required to provide a certificate of origin, in a self-declaration and/or a Manufacturer's certificate, of the goods included in their proposal.

## **Article 11 Performance guarantee**

- 11.1 The amount of the performance guarantee shall be the 10% of the Contract Price, including any amounts stipulated in addenda to the Contract.

The performance guarantee shall be released within 45 days of the issuing of the signed final acceptance certificate for its total amount except for amounts, which are the subject of amicable settlement, arbitration or litigation, and amounts related to services included in the Contract but for any reason not included in the acceptance certificate.

## **Article 12 Liabilities and insurance**

12.2 (b) paragraph 2: nature of the contractor's obligations:

- 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.*<sup>1</sup> The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

### **Article 13 Programme of implementation of tasks**

- 13.1 The contractor shall submit a programme of implementation of the tasks for the approval of the project manager. The programme shall contain at least the following: a) the order in which the contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and training.
- 13.2 The contractor shall submit, within 15 days of signing the contract, a final plan of activities agreed with the Contracting Authority, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use. This plan must take into account the operational needs of the PFCA hangar where equipment and services are delivered and minimize any inconvenience arising from the execution of the contract.

The Contracting Authority shall approve the activity plan within 15 days after its submission or may propose modifications within the same term. If the Contracting Authority will not respond within 15 days, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor will have further 10 days at disposal to propose modifications to the activity plan. If modifications will not be submitted for approval within the new deadline, the contractor may incur in the sanctions as provided for in the following Article 21 – Delays in implementation of the tasks and also in the contract General Conditions.

### **Article 14 Contractor's drawings**

- 14.1 As indicated in Annex III (Technical Specifications).

### **Article 15 Sufficiency of tender prices**

- 15.3 The prices indicated in the Annex IV (Financial Offer) will be fixed and invariable throughout the duration of the contract. Contract prices will be indicated in USD and paid exclusively in USD.

### **Article 16 Tax and customs arrangements**

- 16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.
- 16.2 The contract will be VAT exempted.

### **Article 17 Patents and licences**

No derogation to general conditions of the contract.

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

## **Article 18 Commencement order**

- 18.1 Implementation of tasks shall start as soon as the contract is signed by both parties.

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

- 19.1 The time limit for project completion and provisional acceptance shall be 120 calendar days since contract signature and according to the approved activity plan.

## **Article 20 Extension of period of implementation of the tasks**

No derogation to general conditions of the contract.

## **Article 21 Delays in implementation of the tasks**

No derogation to general conditions of the contract.

## **Article 22 Amendments**

No derogation to general conditions of the contract.

## **Article 23 Suspension**

No derogation to general conditions of the contract.

## **Article 24 Quality of supplies**

No derogation to general conditions of the contract

## **Article 25 Inspection and testing**

- 25.2 The project manager and/or a technician designated by the contracting authority and/or final beneficiary shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the special conditions. The Contractor shall warrant that the supplies are produced exclusively using materials accepted by the Contracting Authority.
- 25.8 Testing of the production line will be conducted after installation and commissioning. First the extruder, cutting station, and packing machine will be tested to verify if they respect a production repeatability with a maximum error of 2% during one hour of production. Secondly the entire production line will be tested for few full production cycles to check everything is working.

## **Article 26 General principles for payments**

- 26.1 Payments shall be made in USD.

Payments shall be authorised and made by the Contracting Authority through cheque or bank transfer.

26.5 The payment will be issued in three instalments according to the scheme below:

A) First payment: 10% of the total amount of the contract, equal to xxx USD after the signature of the contract, as advance payment after signing the contract and within 15 days from the submission of an original VAT excluded invoice.

B) Second payment: 40% of the total amount of the contract, equal to xxx USD after the supply and delivery of the machines at PFCA premises, within 15 days from the submission of an original VAT excluded invoice.

C) Third payment: 50% of the total amount of the contract, equal to xxx USD after machine installation, training, testing<sup>1</sup>, checks and provisional acceptance signature by the Contracting Authority and PFCA, within 90 days from the submission of a original VAT excluded invoice.

26.9 Prices for the contract are firm, fixed and not subject to revision, and include all the supplies, labour force, vehicles, equipment and any other charge, even if not specifically mentioned in the Contract, necessary to complete the activities both in terms of quality and quantity.

Exchange rate risk or variations may not be subject to compensation whatsoever.

## Article 29 Delivery

29.3 All the goods must be shipped, protected by proper packaging in order to prevent any damage during transport until their final destination. The packaging system must be sufficient to withstand inadequate handling, exposure to elevated temperature, salty environments and precipitation during transport and storage with no risk of damage to the goods.

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

29.4 No supplies shall be shipped or delivered to the place of acceptance until the contractor has received a delivery order from the project manager. The contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.

29.5/6/7 Sticker with the Logo of the Donor (see Pattern pattern) dim. 103x85 mm, if possible, must be placed on each machine as per Instruction to the Tenderers.



The contractor must send the Contracting Administration the following documents, with copies to the insurance company:

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<sup>1</sup> Two hours of continuous production, with a maximum of two operator interventions allowed in each hour. The test will verify that the error variation remains within the range of a maximum 2% during one hour of production. Testing will also imply few full production cycles for the entire production line to ensure everything is working.

- The original commercial invoice indicating the materials description, quantity, unit price and total and the name and address of the beneficiary;
- An original and three copies of the boarding document;
- Copies of the "Packing list" identifying the contents of each package;
- Copy of the insurance certificate;
- The guarantee certificate of the contractor or contractor in one original and two copies;
- Certificate of origin of goods provided in two copies (the original and a copy).

All the aforementioned documents must indicate the following:

- John Paul II Foundation- Jericho Vale! AID 012314/01/8  
Ref.: JPIIF 001 2024 012314/01/8

All the documents listed above must be received by the contracting authority at least one week before the arrival of materials in the port or at the place of destination.

### **Article 31 Provisional acceptance**

- 31.1 The certificate of provisional acceptance must be in writing and preferably issued using the template in Annex C11.

Representatives of the Contracting Authority, the Beneficiary, together with the Contractor's representative, shall carry out the controls, testing and initial approval for provisional acceptance as provided for in the General Conditions article 31. The provisional acceptance shall take place at the final destinations.

The provisional acceptance certificate will be issued only after the Contractor will have carried, installation, commissioning, training courses and other ancillary services, as per the Technical Specifications

The Contracting Authority will issue the provisional acceptance certificate no later than 30 days from the date of the contractor's request.

### **Article 32 Warranty obligations**

- 32.4 If the Contractor, or the authorized local service company in charge of the after-sales and maintenance service, does not provide the services by the deadline established in the Technical Specifications during the warranty period, the Contractor will be entitled of a late charge for every day from the expiration of the deadline for performance.

The Contracting Authority can deduct the 0.001% of the contract price up to a 5% of the contract price.

The amount corresponding of the total delays during the warranty period will be deducted from the Performance Guarantee.

- 32.6.1 The Contractor shall provide a written declaration of the Manufacturer granting the availability of spare parts, consumables, maintenance and support services for 10 years from the date of provisional acceptance. The provider of the services shall be located in Palestine / neighbour Countries and shall be authorised by the Manufacturer or by its Representative.

- 32.6.2 The warranty period shall commence on the date of provisional acceptance stated in the certificate.

- 32.6.3 The warranty certificate will be in the name of the final Beneficiary.

- 32.6.4 The warranty will cover the entire equipment supplied including any and all component parts, spare parts, licenses, software modules, accessories and consumables.
- 32.6.5 The warranty coverage will be applied fully and without any cost to the beneficiary and to the users, including but not limited to the cost of visits, labour, spare parts, and shall be valid for unlimited consultations within the warranty period, save in cases of proven misuse, intentional damage or force majeure.
- 32.6.6 If in the opinion of the Contractor the goods were subject to misuse, intentional damage or force majeure, therefore not covered by warranty, the Contractor shall present indubitable proof of such misuse, intentional damage or force majeure.
- 32.6.7 The Contractor shall guarantee during the warranty period at least 95% of one single year of full functioning; in the event that the equipment supplied has been malfunctioning for more than 5% of one single year of the warranty period, excluding proven misuse, intentional damage and force majeure causes, the Contractor shall extend the warranty period for a duration of six times of the time duration when the equipment was malfunctioning and shall be fined according to the contract conditions.
- 32.6.8 The time elapsed between the communication about the broken equipment and the first intervention on site will be, within the warranty period, not longer than 5 (five) business day. If any defect appears or damage occurs during the warranty period, the Contractor will replace the item within 30 (thirty) working days.
- 32.6.9 The warranty shall include unlimited corrective maintenance interventions.
- 32.6.10 The warranty shall include quality and safety controls, according to the Manufacturer's specifications and periodicity
- 32.6.11 The warranty shall include quality and safety controls, according to the Manufacturer's specifications and periodicity, all intervention and materials, including instruments, kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.12 All corrective and preventive maintenance, calibration, quality and safety controls shall be performed by specialized and qualified personnel, authorised by the Manufacturer, and using original parts, materials and consumables.
- 32.6.13 The schedule of the preventive maintenance, calibration, quality and safety checks visits shall be presented and approved before the issuance of the provisional acceptance certification.
- 32.7 The warranty must remain valid for two (2) years after provisional acceptance.

### **Article 33 After-sales service**

- 33.1 The Contractor shall provide, or secure the provision of reliable and regular after-sales and maintenance service **at the place of installation**, guaranteeing repair of the goods supplied and supply of spare parts during the post-warranty period.

### **Article 34 Final acceptance**

## **Article 35 Breach of contract**

No derogation to general conditions of the contract.

## **Article 36 Termination by the contracting authority**

No derogation to general conditions of the contract.

## **Article 37 Termination by the contractor**

No derogation to general conditions of the contract.

## **Article 38 Force Majeure**

No derogation to general conditions of the contract.

## **Article 39 Decease**

No derogation to general conditions of the contract.

## **Article 40 Settlement of disputes**

- 40.4 The law applicable to this contract, including the tender procedures, and its execution is the law of the country of the Contracting Authority, which is Italy, supplemented as appropriate by the Palestinian law as stated in article 41.2 of special conditions.

## **Article 41 Applicable law**

- 41.2 The law applicable to this contract, including the tender procedures, and its execution is the law of the country of the Contracting Authority, which is Italy, supplemented as appropriate by the Palestinian law.
- 41.3 Any dispute arising out of or in connection with the award of the contract, the contract and its execution shall be referred to the courts of Italy, or Palestine as appropriate according to the applicable Italian and Palestinian law.

## **Article 42 Administrative sanctions**

No derogation to general conditions of the contract.

## **Article 43 Verifications, checks and audits by European Union bodies**

No derogation to general conditions of the contract.

## **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.

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