

SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

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These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

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, and the contractor shall state the contract title and identification number, and shall be sent by Fax, post, e-mail or personal delivery, to the addresses below:

Tamara Fatouleh, John Paul II Foundation, Bethlehem, Hebron-Jerusalem Street P.O. Box 24
Opening Hours 9.00 – 17.00 from Monday to Friday.

Email: t.fatouleh@johnpaul2.me

- 4.4 Communications between the Contracting Authority on the one hand, and the Contractor on the other, shall be exclusively in writing, and shall be sent by Fax, Post, e-mail 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 Save where otherwise provided in the special conditions, within 30 days of the signing of the contract, the contracting authority shall provide the contractor, free of charge, with a copy of the specifications and other contract documents. The contractor may purchase additional copies of these specifications and other documents, in so far as they are available. Upon final acceptance,

the contractor shall return to the contracting authority all specifications and other contract documents.

- 7.3 The contracting authority shall notify the contractor of the name and address of the focal point for the contract management.
- 7.5 The project manager shall have authority to issue to the contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

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

- 9.9 Save where the AICS requests or agrees otherwise, the contractor shall take all relevant measures to ensure the highest visibility to the financial contribution of the AICS.
The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility and, if applicable, communication requirements set out in this Article and in the special conditions. Failure to perform the obligations set out in this article and in the special conditions can constitute a breach of contract in the sense of Article 35 of these general conditions, and can lead to corresponding measures taken by the Contracting Authority, including suspension of payment and/or a reduction of the final payment in proportion of the seriousness of the breach of obligations.

Article 10 Origin

- 10.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in SEPA area, in the USA, Canada, Japan, Palestine or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. 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 relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).
- 10.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. Tenderers may be required to provide a certificate of origin, in a self-declaration and/or a Manufacturer's.

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 11 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 duty for both export and import and to carry out all customs formalities.’*¹The 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 Contracting Authority. The programme shall contain at least the following: a) the order in which the contractor proposes to perform the contract including design, manufacture (if required), 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 Ministry of health premises where the equipment and services are delivered and minimize any inconvenience arising from the execution of the contract.

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 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 90 calendar days since contract signature and according to the approved activity plan.

Article 20 Inspection and testing

25.2. The project manager and/or experts/technicians appointed by the project manager shall be entitled to inspect, examine measure and test the materials, 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.

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 and reception of the performance guarantee, as advance payment and within 7 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 materials at Nablus Warehouse (Ministry of Health), 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 material inspection and provisional acceptance signature by the Contracting Authority, within 90 days from the submission of an 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

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

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;
- 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- HAEMO_PAL! AID 011719
Ref.: JPIIF 001 2025 011719 Lot n. xx

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 32 - Warranty obligations

32.6 No warranty required for the materials. Expiration date for all reagents should be not less than 6 months

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 Settlement of disputes

- 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 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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