

# ***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 all communications, the contact person will be

- Francesca M. Franzetti – for the contracting authority  
[franzetti@celim.it](mailto:franzetti@celim.it)
- **XX** – 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.

### **Article 6 Subcontracting**

N/A

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

Drawings of the machinery's components and their technical specifications are to be supplied for approval by the contracting authority and its consultant.

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

N/A

### **Article 9 General obligations**

- 9.9 All equipment provided and installed will follow the procedures for Communication and Visibility agreed by the Italian Agency for Development Cooperation (AICS).

### **Article 10 Origin**

- 10.1 Supplies may originate from any country.

## Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

## Article 12 Liabilities and insurance

- 12.1(a) Liability for damage to the supplies is capped at an amount equal to the price of the goods.

- 12.1(b) N/A.

- 12.2(a), paragraph 1 N/A

- 12.2(a), paragraph 2 N/A

- 12.2(b), paragraph 2 **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

- 13.2 The expected implementation period is SIX MONTHS (6) from the date of the contract signature by the last of the two parties. The detailed time schedule will be submitted by the tenderer within 10 days from the start date.

## Article 14 Contractor's drawings

- 14.1 Drawings of the proposed machinery parts composing the wet mills are required to be submitted for approval by the contracting authority and its technical consultant.

## Article 15 Sufficiency of tender prices

- 15.1 Article 15 of the general conditions does apply

## Article 16 Tax and customs arrangements

- 16.1 Supplies delivered at DDP.

## Article 17 Patents and licences

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

17.1 Article 17 of the general conditions does apply

## **Article 18 Commencement order**

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin. Indicatively September 2025.

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

19.1 The expected implementation period is SIX MONTHS (6) from the date of the contract signature made by the last of the two parties.

## **Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is required. The supplies will be inspected by the contracting authority's consultant.

## **Article 25 Inspection and testing**

25.2 Inspection and testing will be done jointly with the contracting authority and its technical consultant.

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

26.1 Payments shall be made in Kenya Shillings (KES).

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by <give the address of the relevant unit and any other relevant information>

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

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 assessment<sup>1</sup>, by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.

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

26.9 The contract does not include a price revision clause.

## **Article 28 Delayed payments**

28.2 N/A

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<sup>1</sup> 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.

## **Article 29 Delivery**

29.3 N/A

29.5/6/7 N/A

## **Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. A technical evaluation made by the contracting authority's consultant prior to release of the certificate of provisional acceptance.

31.2. The project manager shall within 45 days of receipt of the contractor's application either:

- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

## **Article 32 Warranty obligations**

32.7 The warranty must remain valid for ONE YEAR after provisional acceptance.

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

33.1 Requested

- Technical documentation including user manuals, maintenance guides, and troubleshooting documents in English
- At least (2) scheduled maintenance visits within the first 12 months after installation to ensure optimal functioning of the equipment
- Assistance in meeting environmental standards, including proper wastewater handling recommendations
- Availability of remote technical assistance via phone or online for a period of at least 12 months post-installation, at no additional cost
- A list and pricing of critical spare parts along with a guaranteed supply commitment for a minimum of 5 years.

## **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 for arbitration to Kenya Institute of Arbitration in accordance with the rules of arbitration of the International Chamber of Commerce.

#### **Article 44 Data protection**

Processing of personal data related to this tender procedure 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.

If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the Italian Agency for Development Cooperation (AICS), they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the contracting authority, for the latter to comply with its obligations under the applicable legislative framework under the financing agreement concluded between the Italian Government and the contracting authority. For the part of the data transferred by the contracting authority to AICS, the controller for the processing of personal data carried out within the contracting authority is the Country Representative.

Details concerning processing of your personal data are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

#### **Article 45 Further additional clauses**

N/A

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