

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 The contact persons for this contract are:

Imprest Administrator
Mr. Earl Harris,
Assistant Director Strategic Services
19 Keate Street, Port of Spain, Trinidad
1-868-625-4441
10edf@carimpacs.org

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

N/A

Article 8 Assistance with local regulations

N/A

Article 9 General Obligations

N/A

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by 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 5% of the total Contract price.

Article 12 Liabilities and Insurance

12.1a) 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.

12.1b) 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

N/A

Article 14 Contractor's drawings

N/A

Article 15 Sufficiency of tender prices

N/A

Article 16 Tax and customs arrangements

16.1 The delivery conditions are DAP whereas CARICOM IMPACS and The Government of Barbados have agreed in Official Correspondence Ref No. I032 to allow full exemption from the following taxes: VAT and Customs Duties on all items imported for the sole use of the agency.

The Government of the Republic of Trinidad and Tobago has agreed in the Headquarters agreement for CARICOM IMPACS Privileges and Immunities of July 2009 affords exemptions from Taxes and Customs Duties on the assets, property, operations and of IMPACS. Article VIII states (1) IMPACS, its assets property and its operations and transactions, shall be exempt from: (a) all direct taxes, except for fees which are, in fact charges for public utility services. (b) all customs duties, prohibitions and restrictions on imports and exports in respect of articles intended for official use; (2) If necessary, the Government shall make appropriate administrative arrangements for the remission or refund of the amount of any duty, tax or imposts payable or paid by IMPACS. (3) Articles in respect of which paragraphs 1 and 2 shall not be sold in Trinidad and Tobago except under conditions agreed with the Government."

Article 17 Patents and licences

N/A

Article 18 Commencement order

18.1 Implementation of the tasks commences January 10th 2017.

Article 19 Period of implementation of the tasks

19.1 The implementation period shall be eighty (80) days.

Article 24 Quality of supplies

N/A

Article 25 Inspection and testing

N/A

Article 26 General principles for payments

26.1 Payments shall be made in Euros

Payments shall be authorised and made by CARICOM IMPACS Finance Department, 19 Keate Street, Port of Spain, Trinidad and Tobago.

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, by derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.
- b) For the 60% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

28.2 By 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

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

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

31.2. 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 warranty must remain valid for one year after provisional acceptance.

Article 33 After-sales service

N/A

Article 40 Settlement of disputes

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

- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the Contracting Authority; and
- (b) in the case of a transnational contract, be settled either:
 - (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)

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