

## ***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 Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and must be sent by e-mail or by hand to:

National Authorising Office,  
Ministry of Finance  
P.O. Box MB 40  
Accra – Ghana

**Attn:** Mr. Ebenezer Nortey – Head of EEA Unit / Room G13 / Annex A

Email: [enortey@mofep.gov.gh](mailto:enortey@mofep.gov.gh) / [echonia@mofep.gov.gh](mailto:echonia@mofep.gov.gh)

- 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**

Brochures and operating manuals for the vehicles should be provided by the contractor

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

The Office of the National Authorising Officer for EDF at the Ministry of Finance will provide the necessary assistance with local regulations and guidelines for their implementation where required

## **Article 9 General obligations**

- 9.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union Financing. Specifically, the contractor is supposed to ensure all supplies have stickers indicating the European Union as the funding source. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development:  
[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

## **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country as defined in the 11<sup>th</sup> EDF programme. 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.

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

## **Article 11 Performance guarantee**

- 11.1 No performance guarantee is required.

## **Article 12 Liabilities and insurance**

- 12.1(a) All supplies shall be fully insured for their full replacement value and associated expenses in accordance with international law and Ghana law.

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

- 16.1 The delivery conditions are DDP

## **Article 18 Commencement order**

- 18.1 The implementation of the contract shall commence on the date of signing of the contract by both parties

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

- 19.1 The implementation of the contract will last for 90 days, commencing from the date of signing of the contract by last party

## **Article 24 Quality of supplies**

- 24.2 A preliminary technical acceptance is not required

## **Article 25 Inspection and testing**

- 25.2 All goods will be inspected and tested at the National Authorising Office, Annex A, Ministry of Finance, Accra on the day they are delivered. All stakeholders will be invited to witness.

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

- 26.1 Payments shall be made in GHS

Payments shall be authorised and made by the Imprest Administrator and made by the Imprest Accounting Officer of the National Authorising Office of the Ministry of Finance, Accra.

- 26.3 By derogation, the pre-financing payment shall be made within 60 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 invoice in triplicate together with the request for prefinancing

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 in triplicate together with the request for provisional acceptance of the supplies.

- 26.9 The contract does not include a price revision.

## **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.

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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.

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**

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

## **Article 40 Settlement of disputes**

40.4 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)

## **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.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39