

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 subject of the contract shall be:

the supply of the following supplies:

Lot n. 1 Medical Drugs

Lot n. 2 Laboratory reagents

Lot n. 3 Medical Equipment

Lot n. 4 Medical Consumables

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- the special conditions;
- the general conditions;
- the technical specifications;
- the technical offer.

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 For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

Doctors with Africa CUAMM

PO BOX. 12777, Bole Subcity, Woreda 3, house n. 2434

Email: l.tewolde@cuamm.org

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article 6 Subcontracting

6.3 Sub-contracting is not allowed.

Article 10 Origin

10.1 All goods purchased must originate in an eligible source country as defined in the EINS Regulation 2021/948 of 27 May 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.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

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.*

The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 15 Sufficiency of tender prices

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

Article 16 Tax and customs arrangements

16.1 The delivery conditions are DDP as mentioned in the general conditions.

Article 18 Delivery order

18.2 The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

- 19.1 The **time limit for delivery** shall not exceed 45 calendar days from the date of the Purchase Order issuance.

Article 25 Inspection and testing

- 25.2 The goods shall be subject to inspection at the final destination in accordance with Article 25 of the general conditions.

Article 26 General principles

- 26.1 Payments shall be made in ETB.
Pre-financing is not applicable to this contract.
- 26.3 The final payment to the contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

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

- 29.1 The Incoterm applicable shall be DDP.
- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.
- 29.4 The place of acceptance of the supplies shall be Doctors with Africa CUAMM Main office, PO BOX. 12777, Bole Subcity, Woreda 3, house n. 2434.

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.

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