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 official communication by the Contractor to the Contracting Authority must be written in English and must be addressed to AICS Hanoi at the following email address: hanoi@aics.gov.it or delivered to the following address:

Italian Agency for Development Cooperation – AICS Hanoi

20th Floor, Lien Viet Post Bank Building - 210 Tran Quang Khai, Trang Tien Ward, Hoan Kiem District, Hanoi City

Article 7 Supply of documents

Regarding the provision of IT equipment, listed in art. 4.2.1 in the Terms of Reference (Annex II-III of the Tender Dossier), the Supplier shall obtain the approval of the Delivery Note by the GSO of Viet Nam, Ha Noi Office, in line with the IT equipment listed in art. 4.2.1, and the GSO shall countersign such Delivery Note. Then, the Delivery Note will be sent to AICS Ha Noi Project Office for further approval.

Regarding the provision of supporting software of IT equipment and software installation and testing at GSO Office in Ha Noi as listed in art. 4.2.2 (Terms of reference), the Supplier shall obtain the approval of the Activity Report by the GSO according to the software provision and their installation and testing as listed in art. 4.2.2, and the GSO shall countersign such Activity Report after verifying that all the IT equipment and software are functioning and operational. The Activity Report will then be sent to AICS Ha Noi Project Office for further approval.

Article 8 Assistance with local regulations

There is no (full or partial) tax exemption agreement between AICS Hanoi and the Socialist Republic of Vietnam.

Article 9 General obligations

9.9 The Contractor is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

Article 10 Origin

10.1 The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable. Given that the estimated intrinsic value of the products (of the tender procedure as a whole) is below EUR 100 000, all supplies under this contract may originate from any country.

Article 11 Performance guarantee

11.1 Not required.

Article 12 Liabilities and insurance

12.1(a) Liability for damage to the supplies: 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.

12.1(b) Liability for damages to the contracting authority/beneficiary: 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.

12.2 ***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.'[1] The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 16 Tax and customs arrangements

16.1 DDP - Delivered Duty Paid

[1] See http://www.iccwbo.org/incoterms/

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.

Article 19 Period of implementation of the tasks

19.1 The start date for implementation shall be the date of signature of the contract by both parties. The period for implementing the tasks is 4 months from the start date.

Article 24 Quality of supplies

24.2 No preliminary technical acceptance is required.

Article 25 Inspection and testing

25.2 All items subject to the present contract shall be tested. The Activity Report contents and consistency with the IT equipment/software provision and their installation shall be verified by the GSO, that will countersign such Activity Report after verifying that all the IT equipment and software are functioning and in operation. The Activity Report will then be sent to AICS Hanoi Project Office for further approval.

Article 26 General principles for payments

26.1. Payments shall be made in Euro.

- Unit costs of provisions provided in the framework of the present contract are detailed in Annex IV – Budget. Costs of provisions provided will be calculated according to Annex IV – Budget.
- Payments will be based on the contractor's invoice accompanied by relevant documents, as detailed in Terms of reference and in Annex IV.
- Invoices shall be issued with reference to costs detailed in Annex IV. Invoices shall be dated, stamped and signed by the Contractor and expressed in Euro currency only. Relevant documents related to the submitted invoice must be attached, as per Terms of reference and Annex IV.

Submitted invoices are subject to approval of reports in accordance with Terms of reference.

Pre-financing is not applicable to this contract.

Payment shall be authorised and made by AICS Hanoi Head of Office.

Payment will be made in Euro currency only.

26.2. Payment due by the contracting authority shall be made to the bank account mentioned on the financial identification form completed by the contractor. The same form, annexed to the invoice, must be used to report changes of bank account.

26.3 No pre-financing will be granted.

26.5 The lumpsum payment of the amounts due to the contractor shall be made within 60 days after receipt by the contracting authority of the invoice and of the application for the certificate of provisional acceptance and the other requested supporting documents as per Terms of Reference and Annex IV.

26.9. No price revision clause is foreseen.

Article 29 Delivery

29.3 The packaging shall remain the property of the contractor subject to environmental considerations.

29.5/6/7 Delivery note, documents identifying the equipment/software delivered (e.g.: manual of instructions, serial numbers etc) and warranties shall be provided at delivery.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. 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

32.6 A commercial warranty of 3 years shall be provided for all items supplied.

32.7 The warranty must remain valid for 3 years after provisional acceptance.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Hanoi, in accordance with the Vietnamese national legislation.

Article 44 Data protection

44.1 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.

The Data Controller is the Head of Office – AICS Hanoi.

The Contracting Authority may share communications related to the implementation of the contract, with AICS. These exchanges shall be made to AICS, 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).