

SPECIAL CONDITIONS

Supply contract for provision of medicines to the Jordanian-Italian Field

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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, 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 All communication shall be sent in writing and delivered either by hand to AICS Amman, 77 Islamic college street Jabal Amman – Amman, Jordan, or by email to amman@pec.aics.gov.it

Article 6 Subcontracting

6.1 Subcontracting is allowed up to 30% of the contract value.

Article 10 Origin

10.1 All goods purchased under the contract must originate in a Member State of the European Union or, whether originated in any country other than EU Member States, should be approved by the Jordan Food and Drugs Administration.

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 relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5 of the practical guide.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.1(a) The Contracting Authority reserves the right to apply, in case of delay in observing the terms provided for under the previous Art.1.1 penalty equivalent to 0.5% for every day of delay, in delivery of the goods up to the total amount of 10% (ten percent) of the total price mentioned in Art. 3.

12.1(b) In case the delay for each delivery exceeds 20 (twenty) days, the Contracting Authority reserves the right not to accept the delivery of the said goods, and claim the Supplier for the damages.

12.2(a), paragraph 1 An expert appointed by the Contracting Authority, in the presence of a representative of the Supplier, will carry out the inspections of each supply. The inspections, carried out with all the means considered appropriate by the expert, will be aimed at verifying the exact correspondence of the goods delivered with each tranche.

12.2(b), paragraph 2 The supplier delivers the goods when the goods are placed at the disposal of the Contracting Authority, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The supplier 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 installation of the goods at the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The Contractor shall deliver a programme of implementation that includes the estimated date of delivery of the supplied goods.

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 implementation period for the tasks in relation to the date stipulated in the previous article is of 180 calendar days at latest

Article 25 Inspection and testing

25.2 Each inspection will be certified with appropriate proceedings signed by the expert nominated by the Contracting Authority, and the representative of the Contractor, if present.

Following the above mentioned inspection, the Contracting Authority shall reject the goods not in conformity with the specifications as detailed in Annexes 2, the Contracting Authority shall ask the replacement of them. The Contractor assumes the obligation, without any charge for the Contracting Authority, to take back and replace the goods rejected within the period established by the Contracting Authority.

The Supplier shall undertake all the necessary action for conducting the control of the goods and the documentation concerned.

Article 26 General principles for payments

26.1 The payments shall be made after every delivery for the amount stated in each invoice delivered to the Contracting authority by the contractor, following the check of conformity of each delivery by the Contracting authority.

2.2 Payments shall be made in euro €.

Article 40 Settlement of disputes

40.4 The Parties shall endeavour to settle amicably all and any dispute, even technical ones, which may arise from the interpretation, validity and performance of the Contract. In case the Parties fail to reach an amicable settlement, such dispute shall be resolved in accordance with the laws and regulations in force in the Republic of Italy, subject to the provisions of both General International Law and Conventional Law. This Agreement shall be governed by the laws and International Conventions that are applicable and in force in the Hashemite Kingdom of Jordan. The Contracting Authority does not waive in any case the jurisdictional immunities and prerogatives enjoyed by the diplomatic and consular representatives]

Article 44 Data protection

The Contracting Authority guarantees the protection of personal data provided by the Contractor pursuant to Italian laws in force, as specified in the informative under Annex VI hereto.

By signing such informative, the Contractor shall consent to the treatment of personal data by the Contracting Authority, and authorizes the Contracting Authority to make any investigation with the competent local authorities on the truthfulness of the declarations made and on the requirements possession.

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