

SPECIAL CONDITIONS

CONTENTS

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, delivery, unloading, after-sales service of the following supplies:

Lot 1: Supply of medicines (see specific list in Annex II and III)

Lot 2: Supply of consumables (see specific list in Annex II and III)

Lot 3: Supply of reagents (see specific list in Annex II and III)

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 (Annex I);
- the technical specifications (Annex II);
- the technical offer (Annex III)
- the budget breakdown (Annex IV);
- The purchase order model (Annex V);

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 Communication details

4.5 & 4.6 Mail or email communication

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

Contracting authority:

Comunità di Sant'Egidio Acap APS, Blantyre Dream office- Brown Street, Off Blantyre Market Box 30355, Blantyre, Malawi, with TPIN 20172053,

And

Peace and Development Trust, Blantyre Dream office- Brown Street, Off Blantyre Market Box 30355, Blantyre, Malawi

Email: admin.blantyre2@dreammalawi.org and procurement@dreammalawi.org and procurement_tvg@dreamsantegidio.net

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

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article 10 Origin

10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

12.1(a) '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 100% of the value of the contract

12.1(b) '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 100% of the value of the contract

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, by the start of the contract, the contractor shall ensure that itself, its personnel, its

subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions it is by the start of the contract that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

12.2(b), paragraph 2 The insurance will include transport insurance and loss risks and damage associated with the goods in accordance with Incoterm DDP insurance requirements. The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of the tasks

13.2 The supply of the goods shall be delivered to the places specified by each Lot and in the Purchase Order itself, by means of a DDP Incoterm within 15 days from the date of the letter confirming the quantities/Purchase Order.

If the contractor repeatedly refuses to sign the Purchase Orders or fails to resend them in a timely manner, it may be considered to be in breach of its obligations under this framework contract.

Article 14 Contractor's drawings

14.1 The contracting authority requires the photos of the goods as well as their information leaflet in English, before the acceptance of the supplies.

Article 15 Sufficiency of tender prices

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

Article 18 Delivery order

18.2 The contracting authority shall inform the contractor by purchase/ 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 be 15 days from the date of reception of the Purchase Order to the places specified by in each lot.

The **implementation period of tasks** shall be 24 months.

Article 24 Quality of supplies

24.2 There will be a preliminary technical acceptance based on two aspects.

- The product quality and compliance of the item with the requested specifications.
- Previous experience of the contractor with the ministry of Health or with the main players involved in the health sector.

Article 25 Inspection and testing

25.2 The supplies shall be inspected and tested at the place of acceptance as per the address mentioned in the instructions to tenderers as well as the main contract.

Article 26 General principles

26.1 Payments shall be made in MWK or Euros.

Informations of the payments authorizations shall be specified in every Purchase order and will be made by Comunità di Sant'Egidio ACAP APS and Peace and Development Trust.

26.9 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required ¹.

- b) For the 100 % balance, the invoice(s), delivery note, and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

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

¹ See internal provision in the Companion Chapter 9.

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 Comunità di Sant'Egidio ACAP APS - Blantyre Dream office- Brown Street, Off Blantyre Market Box 30355, Blantyre, Malawi.

29.5/6/7 The documents which have to accompany the delivery include:

- A detailed packing list identifying the contents of each package;
- Transport document;
- Technical documentation/operating instructions and certificates, as specified in the technical specifications (Annex II);
- Statement drawn up by the contractor which must attest that the delivered goods are new, in working order and compliant with all technical specifications of the tender dossier. This statement must use the following wording: "<Full official name of contractor> attests that the delivered goods are new, in working order and compliant with all technical specifications of the tender dossier."

Article 31 Provisional acceptance

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

The contracting authority may appoint its representative to perform provisional acceptance/inspection on its behalf. With provisional acceptance, the contract beneficiary acquires full title and ownership to the goods supplied and the right to make complete and unimpaired use of the supplies delivered. The supplies shall be taken over by the contracting authority when they have been delivered in accordance with the contract, have satisfactorily passed all the required tests and a certificate of provisional acceptance has been issued or is deemed to have been issued.

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 by arbitration in accordance with the PRAG procedural rules on conciliation and arbitration, annexed to this contract. Should such rules have been amended by the time the arbitration proceedings are initiated, the amended rules will apply.)

The arbitral tribunal shall be composed of a sole arbitrator.

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.

Article 45 Framework contract

Following the notification of award, a Framework contract will be signed for a period of 2 years (2026-2027-2028) defining the main elements of the services and/or supplies. The exact volume (number of units) and delivery time for each item cannot be defined when the contract is signed. This means that the specific contract does not impose direct obligations on the contracting authority.

The specific contract is executed through the submission by the contracting authorities of individual Purchase Orders for each organization. Each specific Purchase Order is given within the limits of the conditions set out in the specific contract and its annexes and no substantial changes are permitted.

The specific Purchase Order indicates the supplies provided for in the specifications, their volume, the corresponding total price of the material ordered and the delivery deadline.

The supply of goods referred to in the previous paragraph shall be made over 2 years (2026 to 2028), according to the needs of the organizations during this period.

The quantities published in the annexes to this invitation to tender are INDICATIVE maximum quantities, considering that the invitation to tender does not bind the contracting authority to purchase goods up to the maximum value specified in the invitation to tender and in the relative specific contract.

Each Lot will be the subject of a separate award and the successful tenderer will supply the awarded (and additional) items on the basis of the Purchase Orders submitted during the 3 years referred to for supply by each organization, in accordance with the prices and possible percentage adjustments agreed for the second and third year of supply of goods (if necessary).

The items referred to shall be delivered to the places specified by each Lot and in the Purchase Order itself, by means of a DDP Incoterm within 15 days from the date of the letter confirming the quantities/Purchase Order.

Tenderers may submit possible modifications to their financial proposals considering the appropriate percentage price adjustments for the 2027 to 2028 deliveries, if necessary.

The Contracting authority may consider adjusting the price according to the Inforeuro exchange rate published monthly by on the website: <https://commission.europa.eu/funding->

[tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en](#) In cases where the price increase exceeds the 15% compared to the date of the signature of the contract declared in the framework contract, the price will be updated according to the current exchange rate.

The possibility of ordering additional items to the list included in this process depends on the availability of a catalogue or list from the supplier to be explored during the preliminary market analysis. In addition to the items listed in Annex II+III, the contracting authority reserves the right to ask the successful tenderer, during the course of the contract, to supply additional items from the successful tenderer's official catalogue, for which the successful tenderer may submit with the contractor's prior approval a list of items/services to be added and prices.

The supplies must fully correspond to the technical specifications indicated in the tender dossier (technical annex) and, in particular, comply with quantities, measurements and other instructions.

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