

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 subject of the contract is the supply and delivery of Thirty-Seven (37) Motorbike at Coginta Office, House Number H331 Kakapo St Nb-00002-6623, Bole, Savannah Region, Ghana with the Incoterm DDP, within 90 days.

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 [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (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:

Coginta Ghana LBG
CG221061021
P.O. Box 1960, Tamale, Northern Region, Ghana
House Number H331 Kakapo St Nb-00002-6623, Bole, Savannah Region,
Represented by Clement AAPENGNUO, Country Director
Email clement@coginta.org

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

[Full name]
[Function]
[Company name]
[Full official address]
Email: [complete]

Article 7 Supply of documents

The Contractor is to provide all documents (user manual, registration forms, customs forms, etc.) when delivering the motorbikes. All documents must be in English.

Article 8 Assistance with local regulations

The Contractor is responsible for obtaining permits, authorisation and licence for the present contract, if necessary.

Article 9 General obligations

9.9 N/A

Article 10 Origin

10.1 All goods purchased can originate in any country. (*art. 2.3.4 PRAG25*)

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 13 Programme of implementation of the tasks

13.2 The period of implementation of tasks is 90 days.

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

18.1 The start date of the contract shall be the date of the last signature of this contract.

Article 19 Period of implementation of the tasks

19.1 The **time limit for delivery** shall be December 31, 2026.

The **implementation period of tasks** shall be 3 Months (90 days)

Article 24 Quality of supplies

24.2 The motorbikes provided are to be new and in perfect conditions.

Article 25 Inspection and testing

25.2 The motorbikes may be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing.

Article 26 General principles

26.1 Payments shall be made in (Ghana cedi) GHs in SHA costs mode.

Payments shall be authorised and made by Coginta Ghana LBG

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 30 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above: the invoice and the application for the certificate of provisional acceptance, and Annex V-VAT instructions indicating the group members share for VAT purpose.

No pre-financing is provided for under this contract.

26.9 NA

26.10 NA

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 DDP¹

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 Coginta Office, House Number H331 Kakapo St Nb-00002-6623, Bole, Savannah Region, Ghana.

29.5/6/7 NA

Article 31 Provisional acceptance

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

Article 32 Warranty obligations

32.7 The warranty must remain at least valid for 12 months after provisional acceptance.

Article 33 After-sales service

33.1 The contractor must have an after-sales service enabling him to perform all maintenance operations during the period covered by the manufacturer's warranty, in Ghana.

Article 40 Settlement of disputes

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of the Republic of Ghana in accordance with its national legislation.

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.

The jurisdiction conferred under this clause is exclusive and any jurisdiction under a bilateral or multilateral investment treaty, or under the ICSID

¹ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

([International Centre for Settlement of Investment Disputes](#)) rules is explicitly excluded.

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