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Italian Development Cooperation Agency

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Referred as the Contracting Authority,

of the one part,

and

Arcomed Company for Medical Supplies



Referred as the Contractor,

of the other part,

have agreed as follows:

PROJECT

Humanitarian initiative with a protection approach supporting the most vulnerable Palestinian population living in the Gaza Strip, Area C of the West Bank and East Jerusalem

AID n. 11264

CONTRACT TITLE

Supply of medical equipment to strengthen the health care system in the Gaza Strip

Identification number AICS/JER/AID11264/01/3

Article 1 Subject

- 1.1 The subject of the contract is the supply, delivery, installation, test, training, after-sales service during the warranty period by the Contractor of the following goods:

1	Spectrophotometer	1
2	Glucometers with Glucose sticks 1 box 100 pcs	15
3	Adult Base scale	8
4	Sphygmomanometer aneroid	15
5	Lab-Centrifuge portable	2
6	Autoclave, bench top	1
7	CPR Manikin Adult	2
8	CPR Manikin Child	2
9	CPR Manikin Infant	2
10	Full Body Trauma CPR Manikin	1
11	Cell Counter (CBC Machine) + Spare Parts (RBC Chamber, Control Set and Cleaner)	1

The place of acceptance of the supplies shall be according to the delivery sites indicated in the technical specifications, the time limits for delivery, installation, training and commissioning of the supplies shall be 15-16 weeks from the date of the signature of the present Contract and the Incoterm applicable shall be DDP¹.

- 1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). **The total maximum contract price shall be EUR 23.884 (twenty-three thousands eight hundreds and eighty four).**
- 3.2 Payments shall be made in accordance with the Special Conditions (Articles 26 to 28) and General Conditions.

¹ <DDP (Delivered Duty Paid)> - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the Contract agreement;
- 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, if foreseen;
- the Technical Offer (Annex III including clarifications from the tenderer provided during tender evaluation);
- the Financial offer and budget breakdown (Annex IV);
- other documents included in the Contract Dossier.

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.

Done in English in three originals (one original being for the Contractor).

For the Contractor

Name: Marwan Asali

Title: Arcomed Commercial
Manager

Signature:

Date:



For the Contracting Authority

Name: Cristina Natoli

Title: AICS Director,
Jerusalem Office

Signature:

Date:

A handwritten signature in black ink, appearing to read "Cristina Natoli".

07-11-2019



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 The contact persons, addresses of the parties and their contact details, the documents to provide and the procedure to be used by the Parties for communication during the project shall be defined, at the latest, before the Commencement order.

Following is the physical address and contact of the Contracting Authority:

Italian Development Cooperation Agency

Jerusalem Office

Mujir Ad-Din St. 2

Sheikh Jarrah Jarrah – postal code 9149301

Jerusalem

Tel: +972 2 5327447

Email: gerusalemme@aics.gov.it

Office hours (excluding public holidays): Monday – Friday 09:00 – 16:00 (Jerusalem local time)

- 4.2 The Contracting Authority will decide the medium and procedure to be used for request for clarifications and bidder's answers during the evaluation, as well as other relevant confidential communications between the Committee and each bidder. The suitable medium chosen by the Contracting Authority will be email, using the official contacts provided in the tender dossier / amendments / deeds, for the Contracting Authority and the Committee, and in the bidder's tender submission form for the Tenderer. The procedure chosen by the Contracting Authority shall guarantee reasonable time to provide the required answers, in any case the deadline for providing the required information shall be not less than one working day.

Article 5 Assignment

- 5.1 Contract may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

Article 6 Subcontracting

- 6.3 Subcontract is allowed up to an amount of 30% of the total contract amount. Upon submitting their bids, bidders must declare which supplies they intend to subcontract. Contractors must deposit subcontracts at the contracting authority at least 20 days before

commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies they are assigned.

Article 7 Supply of documents

- 7.1 Original Manufacturer's brochure and Bidder's documents giving all technical information about the product or proposal in the bid must accompany the tender submission, in hard and soft copy as required in the Instruction to Tenderers. This applies also to the financial proposal. Failure of providing this information may lead to exclusion from the evaluation process.
- 7.2 Original software and any other kind of license shall be delivered together with the equipment and shall be in the name of the final beneficiary, where applicable.
- 7.3 The Contractor shall provide together with the goods the didactic material for maintenance and user training courses. The didactic material will be in English language and shall be approved by the Purchaser. A translation of the training material in Arabic Palestinian language, if available, may be requested by the final beneficiary.
- 7.4 All the labels and indications on the equipment as well as the software included with the equipment shall be in English and Arabic Palestinian, if available by the Manufacturer.
- 7.5 The Contractor shall deliver together with the equipment one hard copy and one CD/DVD copy of the operation and maintenance manuals in English with each unit provided. If the Arabic Palestinian versions of these manuals are available by the Manufacturer, they shall be included in the supply.
- 7.6 The consistency of the required documentation with the technical requirements and the language will be evaluated with the general relevant technical evaluation grid annexed to the tender dossier.

Article 8 Assistance with local regulations

No derogation to general conditions of the contract.

Article 9 General Obligations

No derogation to general conditions of the contract.

Article 10 Origin

- 10.1 All supplies under this contract must originate in Palestine and/or in neighbouring DAC countries and/or in OCSE members' countries. 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 EU Customs Code or to the relevant international agreement applicable.
- 10.2 Tenderers may be required to provide a certificate of origin, in a self-declaration and/or a Manufacturer's certificate, of the goods included in their proposal.

Article 11 Performance, tender and pre-financing guarantees

- 11.1 The amount of the performance guarantee shall be the 10% of the Contract Price, including any amounts stipulated in addenda to the Contract.
- The performance guarantee shall be released within 45 days of the issuing of the signed final acceptance certificate for its total amount except for amounts, which are the subject of amicable settlement, arbitration or litigation, and amounts related to services included in the Contract but for any reason not included in the acceptance certificate.
- 11.2 The amount of the tender guarantee shall be the 2% of the budget available for the contract when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender. The guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers.
- 11.3 Not any pre-financing guarantee shall be provided by the Tenderer

Article 12 Liabilities and Insurance

- 12.2b), paragraph 2 The Contractor shall provide transport insurance to the extent that it assumes transportation risks, according to the Incoterms 2010 International Chamber of Commerce rules **DDP - Delivered Duty Paid**: *"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 13 Programme of implementation of tasks

- 13.2 The contractor shall submit, within 10 days of signing the contract, a final plan of activities agreed with the Contracting Authority and the final beneficiary, stamped and signed by the legal representative. The final activity plan will indicate the human resources and all the other means intended to use.

The Contracting Authority shall approve the activity plan within 10 days after its submission or may propose modifications within the same term. If the Contracting Authority will not respond within 15 days, the activity plan will be considered approved by silent consent. In the event of request of modification, the contractor will have further 10 days at disposal to propose modifications to the activity plan. If modifications will not be submitted for approval within the new deadline, the contractor may incur in the sanctions as provided for in the following Article 21 – Delays in implementation of the tasks and also in the contract General Conditions.

¹ See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

Article 14 Contractor's drawings

14.1 Not applicable.

Article 15 Sufficiency of tender prices

15.1 The prices indicated in the financial Forms will be fixed and invariable throughout the duration of the contract. Contract prices will be indicated in EUR and paid exclusively in EUR.

Article 16 Tax and customs arrangements

16.1 Supply Incoterms, version 2010, shall be DDP (Delivery Duty Paid).

Custom duties and import taxes, including VAT, shall not be considered in the overall price.

Supply of goods and services has exemption from payment of local taxes, duties, custom, including VAT.

Whatever the origin of the supplies, the contract is exempt from local stamp and registration duties.

Article 17 Patents and licences

17.1 No derogation to general conditions of the contract.

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 time limit for project completion and provisional acceptance tests shall be 60 calendar days by the Commencement order and according to the approved activity plan.

Article 21 Delays in implementation of the tasks

21.1 The daily rate of liquidated damages is 3/100 of the value of the undelivered supplies to a maximum of 10% of the total contract price and up to 30 days of delay.

21.3 If the Contracting Authority has become entitled to claim at least 10% of the total contract price it may, after giving notice to the Contractor:

- seize the performance guarantee, and/or
- terminate the Contract,
- enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost.

Article 26 General principles for payments

26.1 Payments shall be made in Euro (EUR).

Payments shall be authorised and made by the Contracting Authority.

- 26.3 The payments shall be made within 45 days from the date on which an admissible invoice is registered by the Contracting Authority.
- 26.5 The payment will be issued in one instalment after the issue of the provisional acceptance certificate, upon receipt by the Contracting Authority of an invoice in triplicate and the performance guarantee, which must be zero VAT, together with the provisional acceptance certificate for all the applicable goods and services in the contract.
- 26.9 Prices for the contract are firm, fixed and not subject to revision, and include all the supplies, labour force, vehicles, equipment and any other charge, even if not specifically mentioned in the Contract, necessary to complete the activities both in terms of quality and quantity.

Exchange rate risk or variations may not be subject to compensation whatsoever.

Article 29 Delivery

- 29.1 The Contractor shall deliver the supplies at the places of installation in accordance with the site place annexed to the Annex II – Technical Specifications.
- 29.2 All the goods must be shipped, protected by proper packaging in order to prevent any damage during transport until their final destination. The packaging system must be sufficient to withstand inadequate handling, exposure to elevated temperature, salty environments and precipitation during transport and storage with no risk of damage to the goods.

Before the shipment, the contractor shall notify the Contracting Authority and the insurance company all the shipment details such as the contract number, the description of the items, quantities, the carrier, the port or place of departure, the date of departure and the port or place of arrival, etc..

- 29.3 The packaging shall become the property of the recipient subject to respect for the environment.

Sticker with the Logo of the Donor (see Pattern) dim. 103x85 mm, if possible, must be placed on each of the equipment described in Article 1.1 of the Instruction to the Tenderers.



The contractor must send the Contracting Administration the following documents, with copies to the insurance company:

- The original commercial invoice indicating the materials description, quantity, unit price and total and the name and address of the beneficiary;
- An original and three copies of the boarding document;
- Copies of the "Packing list" identifying the contents of each package;
- Copy of the insurance certificate;
- The guarantee certificate of the contractor or contractor in one original and two copies;

- Certificate of origin of goods provided in two copies (the original and a copy), if specifically requested by the Contracting Authority.

All the aforementioned documents must indicate the following:

- “donation of the Government of Italy”
- Contract reference No.

All the documents listed above must be received by the contracting authority at least one week before the arrival of materials in the port or at the place of destination.

Article 31 Provisional acceptance

- 31.1 The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

Representatives of the Contracting Authority, the Beneficiary, together with the Contractor’s representative, shall carry out the controls, testing and initial approval for provisional acceptance as provided for in the General Conditions article 31. The provisional acceptance shall take place at the final destinations. If in the Technical Specifications is foreseen training courses and other ancillary services, the provisional acceptance certificate will be issued only after the Contractor will have carried out all them.

The Contracting Authority will issue the provisional acceptance certificate no later than 30 days from the date of the contractor’s request.

- 31.2 The Contracting Authority’s time limit for issuing the certificate of provisional acceptance to the Contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.4 If the Contractor, or the authorized local service company in charge of the after-sales and maintenance service, does not provide the services by the deadline established in the Technical Specifications during the warranty period, the Contractor will be entitled of a late charge for every day from the expiration of the deadline for performance.

The Contracting Authority can deduct the 0.001% of the contract price up to a 5% of the contract price.

The amount corresponding of the total delays during the warranty period will be deducted from the Performance Guarantee.

- 32.6.1 The Contractor shall provide a written warranty of the Manufacturer granting the availability of spare parts, consumables, maintenance and support services for 10 years from the date of provisional acceptance. The provider of the services shall be located in Palestine / neighbour Countries and shall be authorised by the Manufacturer or by its Representative.
- 32.6.2 The warranty period shall commence on the date of provisional acceptance stated in the certificate.
- 32.6.3 The warranty certificate will be in the name of the final Beneficiary.
- 32.6.4 The warranty will cover the entire equipment supplied including any and all components parts, spare parts, licenses, software modules, accessories and consumables.

- 32.6.5 The warranty coverage will be applied fully and without any cost to the beneficiary and to the users, including but not limited to the cost of visits, labour, spare parts, and shall be valid for unlimited consultations within the warranty period, save in cases of proven misuse, intentional damage or force majeure.
- 32.6.6 If in the opinion of the Contractor the goods were subject to misuse, intentional damage or force majeure, therefore not covered by warranty, the Contractor shall present indubitable proof of such misuse, intentional damage or force majeure.
- 32.6.7 The Contractor shall guarantee during the warranty period at least 95% of one single year of full functioning; in the event that the equipment supplied has been malfunctioning for more than 5% of one single year of the warranty period, excluding proven misuse, intentional damage and force majeure causes, the Contractor shall extend the warranty period for a duration of six times of the time duration when the equipment was malfunctioning and shall be fined according to the contract conditions.
- 32.6.8 The time elapsed between the communication about the broken equipment and the first intervention on site will be, within the warranty period, not longer than 5 business days.
- 32.6.9 The Contractor shall provide provisional substitute equipment, in case of not immediately resolving maintenance interventions, with the same functions and quality, with a full set of consumables, with retraining in case of different model and with written approval of the Purchaser; upon approval of the Purchaser, the not-functioning days count can be suspended.
- 32.6.10 The warranty shall include unlimited corrective maintenance interventions.
- 32.6.11 The warranty shall include preventive maintenance and calibration, according to the Manufacturer's specifications and periodicity, if applicable, and in any case not less than 1 intervention per year if not differently specified by the Manufacturer; all intervention and materials, including instruments, periodic maintenance kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.12 The warranty shall include quality and safety controls, according to the Manufacturer's specifications and periodicity, and in any case not less than 1 intervention per year if not differently specified by the Manufacturer; all intervention and materials, including instruments, kits and consumables, will be provided by the Contractor without any cost for the Purchaser.
- 32.6.13 All corrective and preventive maintenance, calibration, quality and safety controls, when applicable, shall be performed by specialized and qualified personnel, authorised by the Manufacturer, and using original parts, materials and consumables.
- 32.6.14 The schedule of the preventive maintenance, calibration, quality and safety checks visits shall be presented and approved before the issuance of the provisional acceptance certification.
- 32.7 The warranty must be valid for at least 2 (two) years, after provisional acceptance.

Article 33 After-sales service

- 33.1 The Contractor shall provide, if foreseen, or secure the provision of reliable and regular after-sales and maintenance service **at the place of final installation (which will be agreed with the Contractor and the final Beneficiary after provisional acceptance)**, guaranteeing repair of the goods supplied, during the post-warranty period.

Article 40 Settlement of disputes

- 40.4 The law applicable to this contract, including the tender procedures, and its execution is the law of the country of the Contracting Authority, which is Italy, supplemented as appropriate by the Palestinian law.

The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration.

Any dispute arising out of or in connection with the award of the contract, the contract and its execution shall be referred to the courts of Italy, or Palestine as appropriate according to the applicable Italian and Palestinian law.

Article 44 Data Protection

Not applicable.

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