

# 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 written communication relating to this contract between the Contracting Authority or the Project Manager, and the contractor shall state the contract title and identification number, and shall be deemed received seven business days after being sent by post; the next business day where sent by e-mail or on delivery where delivered personally to the address below:

Contracting authority:

EU Rural Electrification Project Unit  
Belize Electricity Limited,  
2 ½ Miles Phillip Goldson Highway,  
Belize City, Belize  
EUMiniGrids@bel.com.bz

<https://www.bel.com.bz/EuropeanUnionRuralElectrificationProject.aspx>

### Article 6 Subcontracting

- 6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

### Article 10 Origin

- 10.2 By way of derogation from Annex IV of Grant Contract 431-498/2022 signed between the European Commission and The Belize Electricity Limited, all goods supplied under this tender may be of any origin (Derogation 2024-000286).

### Article 11 Performance guarantee

- 11.1 No performance guarantee will be requested to the contractor. However, the contracting authority will retain an amount equivalent to 10% of the contract price, which will only be paid to the contractor following the issuance of the final acceptance certificate of the supplies, if and when all the conditions are fully met.

## **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 the full contract value.

12.2(b), paragraph 2 The contractor shall provide transport insurance to the extent that it assumes transportation risks. This contract is subject to a "DAP – Delivery At Place" Incoterm clause. Accordingly, the contractor delivers when the goods are placed at the disposal of the contracting authority on the arriving means of transport ready for unloading at the named place of destination. The contractor bears all risks involved in bringing the goods to the named place<sup>1</sup>, excluding customs clearance for import at the port or at the border of the agreed place of destination.

## **Article 14 Contractor's drawings**

14.1 Drawings and/or samples regarding supplies may be required from the contractor.

## **Article 16 Tax and customs arrangements**

16.1 The tender is subject to the tax and customs arrangements applicable to contracts financed by the EU through the 11<sup>th</sup> European Development Fund.

## **Article 19 Period of implementation of the tasks**

19.1 The start date for implementation shall be the business date following the date of signature of the contract by both parties.

## **Article 25 Inspection and testing**

25.2 Inspection and testing of the supplies will be done at BEL Storage Facility.

## **Article 26 General principles for payments**

26.1 Payments shall be made in US Dollars (USD)

Payments shall be authorised and paid by

Belize Electricity Limited,  
2 ½ Miles Phillip Goldson Highway,  
Belize City, Belize.

Payments will be made as follows:

- a) Pre-financing of an amount equivalent to 30% of the contract value, paid within 30 days after signing the contract;
- b) Additional payment equivalent to 60% of the contract value, within 30 days following the issuance of a certificate of provisional acceptance of the supplies;
- c) Payment of the final balance, equivalent to 10% of the contract value, within 30 days following the issuance of certificate of final acceptance of the supplies.

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<sup>1</sup> Idem.

- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:
- a) For the 30% pre-financing, the corresponding invoice. By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.
  - b) For the 60 % instalment, the invoice together with the Certificate of provisional acceptance of the supplies.
  - c) For the 10 % final balance, the invoice together with the Certificate of final acceptance of the supplies.

## **Article 29 Delivery**

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.

## **Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in C.3 Provisional Acceptance (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.

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.

By derogation from Article 31.2, second paragraph, 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**

- 32.7. The duration of the warranty period shall be 185 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

## **Article 40 Settlement of disputes**

- 40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of Belize.

## **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.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, 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, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39