

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

Contracting Authority:

Name: [name]

Position: [position]

Organization: The Italian Agency for Development Cooperation (AICS) – Cairo

Postal address: 1081, Corniche El-Nil, Garden City,

Town: Cairo, Egypt

E-mail: [email address]

Internet address: [website]

Contractor:

Name: [name]

Organization: [organization]

Postal address: [address]

Town: [address]

E-mail: [email address]

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the

contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 6 Subcontracting

6.3 Subcontracting is not allowed.

Article 7 Supply of documents

The Contractor is to perform within 15 days after contract signature a site visit to the delivery location and within 45 days from the entry into force of the Contract, will have to provide the Contracting Authority the lay-out of installation of the equipment (including lay-out of utilities and necessary siting for installation) to be made available before arrival of the equipment to the Beneficiary Institution. In addition to the above, a detailed agenda and timetable of training courses, where foreseen, will also be submitted to the Contracting Authority for its approval. Such visits will be coordinated with the Contracting Authority.

The Contractor shall provide all User Manuals, original Software Licenses, and relevant drawings as it deems applicable for all the supplies requested and delivered. The following documents must be supplied to the contracting authority at least one week prior to the on-site delivery of the supplies:

- Copy of the packing list identifying contents of each package.
- Manufacturer's or Supplier's warranty certificate" including items serial numbers"

* Guarantee document from the manufacturer, certifying that spare parts will be available for a period of minimum 5 years from the issuing the provisional acceptance certificate(s).

Article 8 Assistance with local regulations

The European Commission and the Arab Republic of Egypt have agreed for the contribution agreement reference number: T05-EUTF-NOA-EG-01-06 (T05.255) to allow full exemption from taxes, duties and other charges (including value added tax– VAT – or equivalent taxes) taking into consideration the laws and regulations in force in the Arab Republic of Egypt.

Only items purchased or imported under the name of the *MEPEP - Multi-Educational Programme for Employment Promotion in Migration-Affected Areas* in the framework of the aforementioned financing agreement are exempted (customs and taxes). Any items purchased or imported in the framework of the aforementioned financing agreement under the suppliers name will not be exempted.

The Egyptian counterpart of the Programme will nominate a specialized agent for providing a technical assistance to the contractor in customs clearance.

Article 9 General obligations

9.9 The Contractor must insure that the visibility of the EU and AICS funding for this contract is well maintained in compliance with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-euexternal-actions_en

The contractor should deliver all items including stickers with the “EU, AICS and MEPEP Programme logos” and the following sentence “Funded by the

European Union”. The design of the stickers should be approved by the MEPEP Programme Management Unit.

Article 10 Origin

10.1 All goods purchased under the contract must originate in an eligible source country as defined in Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the European Neighbourhood Instrument (ENI) under which the contract is financed. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, the part in respect of after sales service and including any amounts stipulated in addenda to the contract.

The performance guarantee will be addressed to the **Egyptian Ministry of Trade and Industry – Productivity and Vocational Training Department**.

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 contract value.

12.1(b) 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 contract value.

12.2b) paragraph 2 of the General Conditions, The Contractor shall bear the cost of an insurance policy to cover the carriage of supplies including transportation up to Provisional Acceptance. In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
"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."
The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

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

Article 13 Programme of implementation of tasks

- 13.2 Within 15 days after the entry into force of the contract, the contractor must carry out a site visit to the delivery site.

In 45 days after signature of the contract, the Contractor shall submit a programme of performance of the contract including deadlines and dates and related lay-out of installation as requested in article 7, for the approval of the Project Manager. The programme shall contain the order in which the Contractor proposes to perform the activities, including delivery to places of receipt, installation, commissioning, testing and training.

The Contractor shall inform the Contracting Authority about the delivery of the goods not later than 15 days prior to the intended date.

Article 14 Contractor's drawings

- 14.1 All items shall be accompanied with the respective user manual and relevant drawings, if any applicable.

Article 15 Sufficiency of tender prices

- 15.1 No additional provisions regarding article 15 of the General Conditions.

Article 16 Tax and customs arrangements

- 16.1 The terms of delivery of the goods shall be DDP (Delivered Duty Paid)

Article 17 Patents and licences

- 17.1 No additional provisions regarding article 17 of the General Conditions. All licenses, where applicable must be provided in original as indicated in article 7.

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 up to Provisional Acceptance will last for 150 days from the commencement date of contract, after-sales and maintenance services will be proceeding for a further year up to Final Acceptance.

Article 24 Quality of supplies

- 24.2 No additional provisions regarding article 24 of the General Conditions.

Article 25 Inspection and testing

- 25.2 The inspection will take place at the place of delivery (in the TVET center location where the supply will be installed). All supplies, where applicable, will be put into operation. The inspection will test the proper operation and will confirm the technical validity of the equipment and the documents against

the tender's specifications and quality standards prescribed. The inspection will be the basis for the provisional acceptance.

It shall be the sole responsibility of the Contractor to check all site dimensions for completeness and accuracy of placement before commencement of delivery and all occasions for delay, as indicated in article 7.

At least **1 (one) week** before the end of the installation works in respect to Article 19 the Contractor shall inform the Contracting Authority about the possible schedule for inspection and testing procedures.

During the inspection and testing procedure, the quantities, the technical performances, the technical specifications, and technical documentation of the supplies will be verified by the Contracting Authority and or an authorized testing agent assigned by the contracting authority.

Training plan must be implemented immediately after the testing and provisional acceptance will not be issued prior confirmation of delivered training which must be coordinated with the Contracting Authority, thus in line with article 7.

Article 26 General principles for payments

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the Italian Agency for Development Cooperation – Cairo office and MEPEP Programme Management Unit.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 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 forward to the authority referred to in paragraph 26.1 above:

- a) [For the 40% pre-financing] a pre-financing guarantee is required
- b) [For the 60 % balance], [For the 100 % balance] the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

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

29.3 The packaging shall remain the property of the contractor subject to environmental considerations.

29.5/6/7 <Set out requirements as regards documents to accompany each delivery and markings on the packaging>

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.
<Specify the detailed arrangements for provisional acceptance>

Article 32 Warranty obligations

32.6

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

Article 33 After-sales service

33.1 <Give details of any after-sales service that the contractor must provide and specify the proportion of the performance guarantee assigned to that activity.>

Article 40 Settlement of disputes

40.4 Should no amicable settlement be achieved and or any conciliation procedure fails about any disputes arising out of or relating to this contract; the dispute shall be subject to mediation in accordance with the CEPANI Mediation Rules, it being understood that the place of mediation shall be Brussels and that the proceedings shall be conducted in the English applying the national legislation of the Contracting Authority: the Italian law.

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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

[Article 45 Further additional clauses

<Add other clauses approved by the competent Commission departments.>.

¹ OJ L 205 of 21.11.2018, p. 39

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