TENDER DOSSIER

FOR

Supply of Improved Solid Waste Management Equipment

in Ezbet Allam, El-Khossoos Area

Qalyubeya Governorate – Egypt

ملف مناقصة

توريد معدات تحسين إدارة المخلفات الصلبة بعزبة علام بمنطقة الخصوص بمحافظة القليوبية

PDP/UIAP/2016/066/FA24/CFP3/FA24 – GIZ/CEDARE/Loaders-Trucks
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A. INSTRUCTIONS TO TENDERERS

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide (available on the Internet at:

http://ec.europa.eu/europeaid/prag/document.do
I Supplies to be provided

1.1 The subject of the contract is the supply, delivery, commissioning and after-Value added service by the Supplier of the following supplies divided into lots:

- Lot 1: Supply of 2 (two) Tipper Truck 6 m³ and the additional accessories set forth in Technical Specifications.

- Lot 2: Supply of 2 (two) Wheel Articulated Loader not less than 1.7 m³ Capacity and the additional accessories set forth in the Technical Specifications.

All lots shall be delivered to Ezbet Alam-El-Khosos City-Qalyubeya Governorate in accordance with the Contracting Authority's instructions. The delivery terms shall be Delivered Duty Paid (DDP)¹ but excluding the value added tax and custom duties because the supplies of this contract are exempt from Value added tax and custom duties, and the implementation period shall be 120 days, in accordance with point 15 of the Contract notice.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 The supplies described under lots no 1 and 2 must be accompanied by an additional Price List of spare parts. The unit price / overall price of spare parts will not influence the evaluation of the tenders, except where they vary substantially between the tenders received. Tenderers shall quote the lists of spare parts stated in the Technical Specifications.


Specification for each Lot and in Annex IV (financial offer), in addition to other spare parts drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

<table>
<thead>
<tr>
<th>Event</th>
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<tr>
<td>Clarification meeting / site visit (if any)</td>
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<td>Date</td>
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<td>Time*</td>
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<tr>
<td>Deadline for requesting clarifications</td>
<td>Sunday 28</td>
<td>12:00PM</td>
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<tr>
<td>from the Contracting Authority</td>
<td>May 2017</td>
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<td>Date</td>
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<tr>
<td>Time*</td>
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<tr>
<td>Last date on which clarifications are</td>
<td>Wednesday 7</td>
<td>12:00PM</td>
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<tr>
<td>issued by the Contracting Authority</td>
<td>June 2017</td>
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<td>Time*</td>
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<tr>
<td>Deadline for submission of tenders</td>
<td>Sunday 18</td>
<td>12:00PM</td>
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<tr>
<td>Date</td>
<td>June 2017</td>
<td></td>
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<tr>
<td>Time*</td>
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<tr>
<td>Tender opening session</td>
<td>Sunday 18</td>
<td>12:30PM</td>
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<tr>
<td>Date</td>
<td>June 2017</td>
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<td>Time*</td>
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<tr>
<td>Notification of award to the successful</td>
<td>June, July</td>
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<td>tenderer</td>
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<td>Signature of the contract</td>
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<td>Date</td>
<td>2017</td>
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<tr>
<td>Time*</td>
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* All times are in the time zone of the Arab Republic of Egypt.

** Provisional date
3. Participation

3.1 Participation is open to all natural persons who are nationals of and legal persons [participating either individually or in a grouping (consortium) of tenderers] which are effectively established in the following eligible countries/territories/beneficiaries:

(a) **Member State of the European Union:** Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

(b) **IPA II beneficiaries:** Albania, Bosnia and Herzegovina, Iceland, Kosovo, Montenegro, Serbia, Turkey, the former Yugoslav Republic of Macedonia.

(c) **European Economic Area (only non UE members):** Iceland, Lichtenstein, Norway.

(d) **Developing countries and territories (included in the OECD-DAC list of ODA recipients), which are not members of the G-20 group:** Least Developed Countries: Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Samoa, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Zambia.

A-1. Participation is open to all of the above-mentioned countries/territories/beneficiaries. In addition, countries of the EU and candidates for membership in the EU, as well as countries of the World Trade Organization (WTO) affiliated with the EU, are also eligible.

**A. Member States of the European Union:** Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the United Kingdom.

**B. IPA II beneficiaries:** Albania, Bosnia and Herzegovina, Iceland, Kosovo, Montenegro, Serbia, Turkey, the former Yugoslav Republic of Macedonia.

**C. European Economic Area (only non UE members):** Iceland, Lichtenstein, Norway.

**D. Developing countries and territories (included in the OECD-DAC list of ODA recipients), which are not members of the G-20 group:** Least Developed Countries: Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Samoa, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Zambia.
Other Low Income Countries: Kenya, Democratic People’s Republic of Korea, Kyrgyz Republic, South Sudan, Tajikistan, Zimbabwe.

Lower Middle Income Countries and Territories: Armenia, Belize, Bolivia, Cameroon, Cape Verde, Republic of the Congo, Côte d’Ivoire, Egypt, El Salvador, Fiji, Georgia, Ghana, Guatemala, Guyana, Honduras, Iraq, Kosovo(1), Marshall Islands, Micronesia (Federated States of), Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Paraguay, Philippines, Sri Lanka, Swaziland, Syria, Tokelau, Tonga, Turkmenistan, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

Upper Middle Income Countries and Territories: Albania, Algeria, Anguilla, Antigua and Barbuda, Azerbaijan, Belarus, Bosnia and Herzegovina, Botswana, Chile, Colombia, Cook Islands, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Former Yugoslav Republic of Macedonia, Gabon, Grenada, Iran, Jamaica, Jordan, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Mauritius, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Peru, Serbia, Seychelles, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Saint Vincent & the Grenadines, Suriname, Thailand, Tunisia, Uruguay, Venezuela, Wallis and Futuna.

(e) Overseas countries and territories:
Greenland, New Caledonia and Dependencies, French Polynesia, French Southern and Antarctic Territories, Wallis and Futuna Islands, Mayotte, Saint Pierre and Miquelon, Aruba, Netherlands Antilles: Bonaire, Curacao, Saba, Sint Eustatius, Sint Maarten, Anguilla, Cayman Islands, Falkland Islands, South Georgia and the South Sandwich Islands, Montserrat, Pitcairn, Saint Helena and Dependencies, British Antarctic Territory, British Indian Ocean Territory, Turks and Caicos Islands.
Caicos Islands, British Virgin Islands, Bermuda.

(f) **Partner countries or territories covered by ENI Instrument:** Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Jordan, Lebanon, Libya, Republic of Moldova, Morocco, occupied Palestinian territory (oPt), Syria, Tunisia, Ukraine.

As defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union’s instruments for external action (CIR) for the applicable Instrument under which the contract is financed (see also heading 22 below). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased is below 100,000 euros.

3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.

3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10% of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.3.3.1 or 2.3.3.2 of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.3.3.1 of the Practical Guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties representing 2% to 10% of the total value of the contract in accordance with the conditions set in Section 2.3.4 of the Practical Guide. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide. Their tender will be considered irregular.

The exclusion situations referred to above also apply to sub-suppliers. When requested by the Contracting Authority, tenderers/sub-suppliers must submit declarations from the intended sub-suppliers that they are not in any of the exclusion situations. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that sub-suppliers are not in a situation that excludes them.

3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their sub-suppliers include mediation, according to national and international practices, as a method of dispute resolution.
4.1 Unless otherwise provided in the contract, all supplies purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, ‘origin’ means the place where the supplies are mined, grown, produced or manufactured and/or from which services are provided. The origin of the supplies must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code’s implementing provisions (Commission Regulation (EEC) No 2454/93).

If the estimated budget is above or equal to EUR 100 000: All supplies under this contract must originate in one or more of the above countries.

If the estimated budget (of the tender procedure as a whole or if divided into lots, per lot) is below EUR 100 000: All supplies under this contract may originate from any country.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

4.2 When submitting tenders, tenderers must state expressly that all the supplies meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.
5  Type of contract

Unit-price.

6  Currency

Tenders must be presented in Egyptian Pound.²

7  Lots

The tender procedure is divided into 2 (two) lots as mentioned in Article 1 above.

| 7.1 | The tenderer may submit a tender for one lot, several lots or all of the lots. |
| 7.2 | Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots. |
| 7.3 | A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session of the Financial Envelopes. |
| 7.4 | Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered. |

3 The currency of tender shall be the currency of the contract and of payment.

² The currency used in the contract is the currency used in the contract and in future payments.
8 Period of validity

8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.3 of the Practical Guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9 Language of tenders

9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English and with a translation into Arabic. If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the tenders.

9.2 In case the tenders are submitted in another language, the Contracting Authority must indicate in the call for tender that the language of the tender must be submitted in English. 

9.3 In case the tenders are submitted in Arabic, the Contracting Authority must translate the tender into English in order to facilitate evaluation of the tenders.

9.4 In case the tenders are submitted in any other language, the Contracting Authority must provide a translation of the tender into English, to facilitate evaluation of the tenders.

9.5 In case the tenders are submitted in any other language, the Contracting Authority must provide a translation of the tender into English, to facilitate evaluation of the tenders.

9.6 In case the tenders are submitted in any other language, the Contracting Authority must provide a translation of the tender into English, to facilitate evaluation of the tenders.

9.7 In case the tenders are submitted in any other language, the Contracting Authority must provide a translation of the tender into English, to facilitate evaluation of the tenders.
10 Submission of tenders

10.1 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Centre for Environment & Development for the Arab Region & Europe (CEDARE)
2 El Hegaz Street, 3rd floor, Heliopolis, Cairo, Egypt
Phone: (020) 451-3921/2/3/4
Fax: (020) 451-3918

If the tenders are hand delivered they should be delivered to the following address:

Centre for Environment & Development for the Arab Region & Europe (CEDARE)
2 El Hegaz Street, 3rd floor, Heliopolis, Cairo, Egypt
Phone: (020) 451-3921/2/3/4
Fax: (020) 451-3918

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked ‘original’, and two copies, clearly marked ‘copy’.

10.3 All tenders must be received at the Centre for Environment & Development for the Arab Region & Europe (CEDARE) 2 El Hegaz Street, 3rd floor, Heliopolis, Cairo, Egypt before the deadline of submission specified in Clause 2 titled Timetable of Instructions to Tenderers, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Dr. Amr Abdel Megeed or its representative.
10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

a) the above address;

b) the reference code of this tender:

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c) where applicable, the number of the lot(s) tendered for;

d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier and in Arabic

e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The financial envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

Content of tenders

Failure to fulfill the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

• A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

  1- Documentary evidence that the tenderer has an agent or a certified maintenance center in Egypt;

The technical offer should be presented as per template (Annex II-III, Supplier technical offer) adding separate sheets for details if necessary.
Part 2: Financial offer:

- A financial offer calculated on a DDP\(^5\) basis for the supplies tendered including all taxes, duties and transportation fees to the required destination and except for Value added Tax and Custom Duties because the contract's supplies are exempted from Value added tax and custom duties.
- Price list for spare parts

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

Part 3: Documentation:

To be supplied using the templates attached*:

- The tender guarantee in the amount of EGP 20000 for Lot 1 and EGP 95000 for Lot 2;
- The 'Tender Form for a Supply Contract', together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria', both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium);
- The details of the bank account into which payments should be made (financial identification form) (Tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)

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الجزء الثاني: العرض المالي:

- يتم حساب العرض المالي على أساس التسليم خالص جميع الرسوم والرسوم مصرفية التأجيل، شامل كل الرسوم المرتبطة بالرسوم، ورسوم التسليم، ورسوم القيمة المضافة والرسوم الأخرى لبناء التوريدات لهذا التكلفة المحددة منهما.
- قائمة قطع الغيار المخصصة:

- ينبغي أن يقدم العرض الفني وفقًا للمذكرة (الملحق الرابع), تفصيل بتوفير العرض المالي، وإجراءات التفاوض المتعلقة للتفاوض إذا لزم الأمر.

الجزء الثالث: المستندات:

يجب تقديم المستندات الأتية باستخدام المذكرة الملحقة:

- ضمان العطاء بمبلغ 20000 جنيه لـ Lot 1 (1)
- وبلغ 95000 جنيه لـ Lot 2 (2)

- "نموذج العطاء لعقد التوريد" والملحق "قرار احترام معايير الاستخدام ومعايير الاختيار"، مستوفياً كما ينبغي، ويشمل قرار مقدم العطاء، النقاط 7 (من كل عضو في التحالفات).

- التفاصيل الخاصة بالحساب البنكي حيث تقدم المذكرة (نموذج التصنيف المالي) (يمكن لدعم بعض العوامل الذين وقروا عقد الفعل مع المذكرة الأخرى، يسمح رم نموذج التصنيف المالي الخاص به دليليًا من نموذج التصنيف المالي نفسه، أو نسخة من نموذج التصنيف المالي المقدم في تلك المناسبة، إلا إذا ضرر أو تغيير خلال هذا الوقت).
• The legal entity file and the supporting documents (Tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

• A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions,

• A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

• Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

• (Other)

Remarks:
Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on:
http://ec.europa.eu/europeaid/prag/annexes.do?group=C

ملف الكيان القانوني والمستندات المؤيدة (يمكن ل soát محترم اعتراف أو أجله بالفعل مع المفوضية الأوروبية تقدم رقم الكيان القانوني الخاص به ولا مجموعات من ملف الكيان القانوني والمستندات المؤيدة، أو نسخة من ملف الكيان القانوني المقدم في هذه الحالة إذا لم يطرأ أي تغيير في الوضع القانوني خلال هذا الوقت).

معلومات تقدم بدون استخدام نماذج معينة:

• وصف لشروط الضمان والتي يجب أن توافق مع الشروط المنصوص عليها في المادة (32) من الشروط العامة.

• بيان يقدم قبل المطاء يفيد إثبات منشأ التوريدات المقدمة (أو إثباتات أخرى للمنتج).

• توقيع معتمد رسميًا: مستند رسميًّا لإثبات توقيع عام، بيان من الشركاء العقاري، إذا يوجد في الشخص المؤذن بالتوقيع عن الشركة أو اتحاد الشركات مفوض رسميًا للقيام بذلك.

• أي مستندات أخرى.

ملاحظات:

• مطلوب من مقدمي العطاءات تجديد تواريخ العطاء المذكور.

الملحق* يشير إلى النماذج الملائمة ملف المناقصة.

والمستورد أيضًا على الرابط التالي:
http://ec.europa.eu/europeaid/prag/annexes.do?group=C
The applicable tax and customs arrangements are the following:

The European Commission and the GIZ - Participatory Development Programme in Urban Areas have agreed to fully exonerate the supplies of the agreement ENPI 2013/335-490 Improved Solid Waste Management and Health Services in Ezbat Allam – El Khosoes City – Qalyubeya Governorate, from Sales Tax, Value added Tax and Custom Duties. Other taxes and duties paid by the Supplier should be included in the financial offer.

13 Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Centre for Environment & Development for the Arab Region & Europe (CEDARE)
2 El Hegaz Street, 3rd floor, Heliopolis, Cairo, Egypt
Phone: (202) 451-3921/2/3/4
Fax: (202) 451-3918

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on CEDARE website: http://web.cedare.org/tenders

at the latest 11 days before the deadline for submission of tenders.
Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

14 Clarification meeting / site visit

14.1 A clarification meeting will be held at Centre for Environment & Development for the Arab Region & Europe (CEDARE), 2 El Hegaz Street, 3rd floor, Heliopolis, Cairo and on the date specified in Clause 2 (Timetable), at least 21 days before the deadline for submission of tenders, to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be published on the PDP website and CEDARE website — together with any clarifications in response to written requests which are not addressed during the meeting — at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

14.2 Other than this clarification meeting for all prospective tenderers, no visits by individual prospective tenderers can be organised during the tender period.

15 Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.
15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17 Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18 Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to

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the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19 Opening of tenders

19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be opened in public session on the date specified in Clause 2 (Timetable) and at Centre for Environment & Development for the Arab Region & Europe (CEDARE), 2 EL Hegaz Street -3rd Floor – Heliopolis – Cairo, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

بموجب المادة 3-5 كما أو كان هو نفسه مقدم العطاء.

19-1 الخروج من فتح العطاءات المقدم وفحصها هو التحقق من اكتمالها، وأنها تتعلق على الضمانات المطلوبة، والمستندات المطلوبة، وأنها مرتبة بشكل عام.

2-19 سيتم فتح العطاءات في جلسة عامة في اليوم المحدد في المادة 2 (الجدول الزمني) بمركز البيئة والتنمية الإقليم العربي وأوروبا ، 2 شارع الجزار -الدور الثالث- مصر الجديدة، القاهرة. وتضطلع بهذه المهمة اللجنة المعينة لهذا الغرض. تقوم اللجنة بإعداد مصروف الأشخاص لتقديم

19-3 خلال جلسة فتح العطاءات في الإصدار من مقدمي العطاءات، سعر العطاء، أي تقدم مقدم والإطارات المكتوبة للتحلي أو اللعب، ووجود ضمان العطاء، وأي معلومات ممثلة تعتبرها الجهة المعنية

4-19 وبعد الإفتتاح العالي للعطاءات، لا يمكن الكشف عن أي معلومات تتعلق بالفحص والتوضيح والتفتيش والمعرفة بين العطاءات أو التوصيات المتعلقة بمنح العقد إلا بعد منح

5-19 أي محاولة من قبل أي من مقدمي العطاءات للتلاعب على لجنة التقييم في عملية الفحص، أو الإصلاح، أو التقييم، أو المقارنة بين العطاءات، أو الحصول على معلومات عن تطور سير الإجراء، أو للتلاعب على الجهة المعادفة في قرارها بشأن ترسية العقد تؤدي إلى الرفض الفوري للعطاه

19-5 كم.
19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.
20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-Value added service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for
clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

1- Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

2- Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.
20.5 Variant solutions

Variant solutions will not be taken into consideration.

Tenderers must submit tenders in accordance with the requirements of the tender dossier.

20.6 Award criteria

The compliant tender that offers the best price and who has an agent or a certified maintenance centre in Egypt for maintenance, repair and provide the necessary spare parts for after-sales services.

21. Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.

21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide.

21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender.
procedure.

The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

21.4 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used to the quantities procured under the variation.

21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Supplier and the contract will enter into force.

21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
21.7 The performance guarantee referred to in the General Conditions is set at 5% of the contract amount mentioned in the contract notice and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-Value added service (if any).

22. Tender guarantee

The tender guarantee referred to in Article 11 above is set at:
- for Lot 1 EGP 20,000 (twenty thousand)
- for Lot 2 EGP 95,000 (ninety five thousand)

as indicated in point 11 of the Contract Notice and must be presented in cash, certified check and a bank guarantee in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

23. Ethics clauses

23.1 Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.

23.2 Without the Contracting Authority’s prior written authorisation, a Supplier and its staff or any other company with which the Supplier is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that
could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Supplier.

23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Supplier must immediately inform the Contracting Authority.

23.4 Suppliers must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority’s prior approval. They may not commit the Contracting Authority in any way without its prior written consent.

23.5 For the duration of the contracts, Suppliers and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

23.6 Suppliers may accept no payment connected with the contracts other than that provided for therein. Suppliers and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.

23.7 Suppliers and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Suppliers will be confidential.

23.8 The contract governs the Contracting Parties’ use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

3-23 يجب على المقدمين العقد عند تقديم عطائه أن يقرراً أنهم غير متأثرين بأي نوع من أتاعات تضارب المصالح، وأن ليس لهما أي علاقة تنطوُ على عضو في المصالح مع غيرهم من مقدمي العطاءات أو الأطراف الأخرى المعنية بالمشروع. في حالة حدوث تضارب في المصالح خلال مرحلة تنفيذ العقد، يجب على المورد أن يعمل الجهة المعنية بذلك فوراً.

4-23 يلتزم الموردون في جميع الأحوال بالصرف بحيدية وتنزيلة علمهم كأشخاص مخلصين بما يتفق مع قواعد السلوك المعتمدة في المجال المهني الذي يعموه، ويجب عليهم الامتناع عن الإفصاح عن الإفصاح عن=list of the necessary information.

5-23 يلتزم الموردون ومزوديهم بالوقوف مدة تنفيذ العقود باحترام حقوق الإنسان ويتعهدون بعدم القيام بأي عمل يثقل إفادة لأعراب السياسة والثقافة والدينية المعطية في البلد المستقبلي. يلتزم مقدم الجملة الذين ينسبر عليهم الإفصاح، وخصوصاً فيما يتعلق بالنظام القانوني الأساسي المعقول به وما يثبيثه مع، بالتزام معايير العمل الأساسية كما حددها اتفاقيات منظمة العمل الدولية ذات الصلة (مثل اتفاقيات العمل المكتبية والفردية الجماعية والعمل من المهنة والعمل من دون وظيفة الرقة والعمل من عدم العمل الأراضي).

6-23 لا يجوز للموردين نقل أي بيانات متعلقة بالعقود إلا تلك المتعلقة بالعقود، ولا يجوز للموردين ومزوديهم ممارسة أي نشاط أو تلقى أي مزيد من الفوائد مع التزاماتهم تجاهجه المعنية.

7-23 يلتزم الموردون ومزوديهم بالحفاظ على السرية طوال فترة سريان العقود وبعد انتهاءها. وتتولى جميع التقارير والوثائق التي تبدها الموردون أو يستلمونها سرية.

8-23 صارح بذلك كيفية استخدام الأطراف المعنية للفضاء التقارير والوثائق التي يقوم بإعدادها أو يستلمها أو يقدمها خلال فترة تنفيذ العقد.
23.9 Suppliers must refrain from any relationship likely to compromise their independence or that of their staff. If the Supplier ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Supplier having any claim to compensation.

23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.

23.12 The Supplier undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

23.13 Suppliers found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

23.14 The Contracting Authority reserves the right to demand in the event that the Supplier does not fulfill its obligations to take the appropriate measures to remedy the situation. For the purposes of this provision, 'remedy the situation' means to take adequate, appropriate and effective measures to ensure compliance with the requirements of the contract and to ensure that the Supplier fulfills its obligations.

9-23 يحق على الموردين أن يمتنعوا عن إقامة أي عادلة قد تضر بسياستهم أو سياستهم المتابعة. وفي حال اكتشاف الاستثمار في ممارسة الفساد، يحق للجهة المعنية بصرف الضرائب أن تتخذ إجراءات عاجلة في ذلك، إلغاء العقد دون إشعار ودون أن يكون للموردين حق في طلب أي تعويضات.

10-23 تحتفظ المفوضية الأوروبية بحقها في إيقاف أو إلغاء تمويل المشروع في حالة اكتشاف وجود ممارسات فاسدة من أي نوع خلال أي من مراحل عملية التراخيص في حالة عدم إجراء الجهة المعنية في اتخاذ كافة الإجراءات المناسبة لتصديك هذا الفساد، وربما إذا أفادت تلك الممارسات الفاسدة "عرض الرشوة أو الهدايا أو الإكمالات أو المخالفة على أي شخص في سبيل تحفيزه أو مكافحته على القيام - باء قذر يتعارض بشكل عدلي أو تعفيه - وفقاً للشروط العامة أو المخالفة على أي شخص في سبيل تحفيزه أو مكافحته على القيام - باء قذر يتعارض بشكل عدلي أو تعفيه - وفقاً للشروط العامة.

11-23 ستتوقف جميع الموارد أو سيئاً إنهاء العقد إذا تسببت رتبة عدد ما أو تنفيذ من تطور مصرفات تجارية غير عادلة. تشمل المصرفات التجارية غير عادلة الموارد غير المتكشفة في العقد الرئيسي، أو تلك التي لا تنشأ عن أي عدد برمتها حسب الأصول تشير إلى العقد الرئيسي، أو الموارد التي لا تتفق نظر أي خدمة عائلية وسماوة بما، أو الموارد الملموسة بالملتوري، أو تلك المزدوجة إسمية غير محددة بشكل واضح، أو تلك المزدوجة.

12-23 يتزامن المورد بإصدار المفوضية يذكر المقررة الداعمة المتعلقة بشراء لائحة الموارد، ويتميزت المفوضية أن تجربة أي مطالعات خلافاً للرفاقية أو للوضع على الموارد تراها لازمة للتوصيل إلى أباد معينة لوجود أي معلومات تجارية غير عادية مشكوك فيها.

13-23 يتطلب الموردين الذين ألقوا مصرفات تجارية غير عادلة في الموارد التي تمثل الاتفاق الأوروبي المتساويية القانونية على إنهاء عقودهم أو استبدالهم بصورة دامية من استلام مطالعات الاتفاق الأوروبي بحسب مدى خطرة الحقائق الملموسة في هذا الصدد.

14-23 تحتفظ الجهة المعنية بحقها في تعليق أو إلغاء المناقشة إذا أثرت وجود إخطاره جوهرية أو مخالفة أو
24. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

1. the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
2. the economic or technical parameters of the project have changed fundamentally;
3. exceptional circumstances or force majeure render normal implementation of the project impossible;
4. all technically compliant tenders exceed the financial resources available;
5. there have been irregularities in the procedure, in particular where these have prevented fair competition;
6. the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

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In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

---

In case of cancellation of the tender procedure, the Contracting Authority will notify all tenderers. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

1. the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
2. the economic or technical parameters of the project have changed fundamentally;
3. exceptional circumstances or force majeure render normal implementation of the project impossible;
4. all technically compliant tenders exceed the financial resources available;
5. there have been irregularities in the procedure, in particular where these have prevented fair competition;
6. the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.
Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.
B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

الجزء الثاني: نموذج العقد والشروط الخاصة شاملة الملاحق
**SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

عقد توريد للأعمال الخارجية الممولة من الاتحاد الأوروبي

**Contract Number:**

عقد رقم:

**FINANCED FROM THE EU GENERAL BUDGET**

ممول من ميزانية الاتحاد الأوروبي

---

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<thead>
<tr>
<th>Programme:</th>
<th>Participatory Development Programme in Urban Areas (PDP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract number:</td>
<td></td>
</tr>
<tr>
<td>Contract Title:</td>
<td>Supply of Improved Solid Waste Management Equipment in Ezbet Allam, El-Khosoos Area-Qalyubeya Governorate.</td>
</tr>
</tbody>
</table>

---

1- **Lot #:**

This Agreement is made and entered into on .......... 2017.

Between

1- **The Centre for Environment & Development**

For the Arab Region & Europe

2 EL Hegaz Street -3rd floor – Heliopolis, Cairo.

Represented by:

As:

(‘The Contracting Authority’),

(of the one part),

and

2- **Supplier name:**
<table>
<thead>
<tr>
<th>Article 1:</th>
<th>The Supplier is committed to supply and delivery of the following supplies:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lot #:</td>
<td>.................................................................</td>
</tr>
<tr>
<td>The place of acceptance of the supplies shall be Ezbet Allam -El-Khosoo City, Qalyubeya Governorate in accordance with the Contracting Authority's instructions, the time limits for delivery shall be 120 days and the Incoterm applicable shall be Delivered Duty Paid (DDP). The supply period shall run from the contract signature to the date for provisional acceptance.</td>
<td></td>
</tr>
</tbody>
</table>

| Article 2: | The Supplier shall comply strictly with the terms of the Special Conditions and the technical annex and supplying in the time limits agreed upon. |

| Article 3: | The supplies which form the subject of the contract and lots must be accompanied by the additional accessories described in the technical specifications. |

| Article 4: | The rules of origin of the supplies are defined in Article 10 of the Special Conditions. |
| A certificate of origin for the supplies must be provided by the Supplier with each shipment and at the latest when it requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract. |
**Article 5:** The maximum price of the contract shall be EGP .......... ( .......... Egyptian Pound).

Payments shall be made in accordance with the Special Conditions (Articles 26 to 28).

**Article 6:** The contract is made up of the following documents, in order of precedence:

(a) This Contract Agreement,
(b) Notification of Award,
(c) Clarifications letters exchanged between the parties after Tenders Opening,
(d) Modifications made to Tender Documents,
(e) Tenders' questions and reply,
(f) the Special Conditions,
(g) the General Conditions (Annex I),
(h) the Technical Specifications (Annex II),
(i) the Supplier's Financial Offer (after arithmetical corrections) (Annex IV),
(j) the Supplier's Technical Offer (Annex III),
(k) specified forms (Annex V) and any other documents forming part of the Contract.

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. English version shall prevail in case of differences between the two languages.

**Article 7:** The Supplier paid to the Contracting Authority an amount of EGP .......... in the form of a bank guarantee No. .......... issued by .......... which represents the performance guarantee due by 5% of the total value of the contract that must be released to the contractor after final acceptance and approval of its minute from the competent authority.

**Article 8:** The Supplier acknowledges having a maintenance and service center in Egypt capable to provide the required maintenance and spare parts for the supplies.

**Article 9:** The Supplier shall not assign the contract.
**Article 10:** All disputes that may arise as a result of the implementation or interpretation of this contract shall be referred to the exclusive jurisdiction of the State Council's Courts.

In witness whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the parties.

Done in English and translated into Arabic in three originals, two originals for the Contracting Authority and one original for the Supplier.

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<tr>
<th>For the Supplier</th>
<th>For the Contracting Authority</th>
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</thead>
<tbody>
<tr>
<td><strong>Name</strong> (المؤسسة):</td>
<td><strong>Name</strong> (المؤسسة):</td>
</tr>
<tr>
<td><strong>Title</strong> (الوظيفة):</td>
<td><strong>Title</strong> (الوظيفة):</td>
</tr>
<tr>
<td><strong>Signature</strong> (التوقيع):</td>
<td><strong>Signature</strong> (التوقيع):</td>
</tr>
<tr>
<td><strong>Date</strong> (التاريخ):</td>
<td><strong>Date</strong> (التاريخ):</td>
</tr>
</tbody>
</table>

للجهة المعقدة
SPECIAL CONDITIONS

Article 1: 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.

المادة 1: المحتويات

هذة الشروط توصف وتستكم الشروط العامة التي تحكم
العقد. ما لم تبين هذه الشروط الخاصة خلاف ذلك، فإن
الشروط العامة ستظل واجبة التطبيق بشكل كامل. ترقيم
المواز في الشروط الخاصة ليس على التوالي ولكن يبقي
ترقيم المواز في الشروط العامة. في حالات استثنائية،
وإذاً من الإدارات المختصة بالمواعيد الأوروبية، يمكن
إضافة بنود أخرى لتغطية حالات محددة.

Article 2 Language of the Contract

2.1 This Tender Dossier has been issued in English and Arabic. The translation into Arabic and interpretations of clauses prepared by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is deemed the official translation. In event there is a discrepancy among language versions, the English version shall prevail over the other version. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority may be written in Arabic and a translation into English for the documents that result in modifications to the tender documents. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English and a translation into Arabic.

المادة 2: لغة العقد

1- تم إصدار ملف المناقصة باللغة الإنجليزية والعربية. وتعتبر الترجمة إلى العربية وتفسير النقوش المعلبة من قبل التعاون الدولي الألماني (GIZ) GmbH يعد الترجمة الرسمية. في حالة وجود تعارض بين النصوص ستُحدد النص الأصلي باللغة الإنجليزية. يمكن أن يكتب العقد وجميع المراحل والمستندات المتعلقة به والتي يتبداعها مقدم العطاء والجهة المعنية باللغة العربية مع ترجمة باللغة الإنجليزية للمستندات التي تؤدي إلى أي تعديل في مستندات المناقصة. كما ينبغي أن ترسل كافة المراسلات ذات الصلة والمعدلات بما في ذلك التوضيحات وشهادات الدفع الموافقة والنهائية، إلى الهيئة المعنية باللغة الإنجليزية مع ترجمة باللغة العربية.

Article 4 Communication

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Supplier on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand:

For the Contracting Authority:

المادة 4: المراسلات

4- أي مراسلات مكتوبة تتعلق بهذا العقد بين الجهة المعنية بالمشروع من جهة وبين المورد من جهة أخرى يجب أن تحتوي على العنوان العقد ورقمه، يجب أن ترسل بالبريد أو الفاكس وبالبريد الإلكتروني، إلى الجهة المعنية باللغة الإنجليزية.
المادة 5: التنازل عن العقد

5.2 The Supplier shall not, without the prior consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or due sums. The Supplier may however, only assign its due sums under the contract to the Supplier's bankers without prejudice to the Supplier's liability under the execution of the contract and its liabilities towards the Contracting Authority under the contract.

5.3 Not Applicable.
5.5 Not Applicable.

المادة 6: التعاقد من الباطن

6.3 Subcontracting is not allowed.

المادة 7: توقف المستندات
If so requested from the Supplier, the Supplier may purchase additional copies of tender specifications and other documents, insofar as they are available.

Article 8 Assistance with local regulations

8.2. The Supplier shall duly notify the Contracting Authority of details of the supplies' arrival so that the Contracting Authority can assist the Supplier in obtaining the requisite permits and/or import licenses.

8.3. The Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Contracting Authority's Country which such authorities or undertakings require the Supplier to obtain in its name or in the Contracting Authority's name and which are necessary for the performance of the Contract. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Contracting Authority and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Contracting Authority from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel. The contracting Authority will undertake to assist the Supplier in obtaining, the requisite permits or import licenses if so requested by the Supplier within a reasonable period, taking account of the date of supplies' arrival and implementation dates for the tasks. Any demurrage charges and/or any financial penalty imposed by Custom Authority or the carrier or any other authority due to delay in releasing the supplies shall be borne by the Supplier.

Article 9 General Obligations

9.9 Any supplies or equipment delivered under an EU-funded action should be clearly identified and should feature prominently the EU flag and the mention "Provided with the support of the EU" in the operational language of the EU programme and in Arabic language and the Supplier shall be notified.

المادة 8: المساعدة في الحصول على اللوائح المحلية

1- يجب على المورّد إخطار الجهة المعتمدة بتفاصيل وصول التوريدات التي تمكن الجهة المعتمدة من مساعدته في الحصول على المواقعات وترخيص الاستيراد المطلوبة.

2- يجب على المورّد الحصول على التصريح والمواقف والترخيص اللازمة من السلطات والموانئ الحكومية في دولة الجهة المعتمدة. إذا طلبت تلك الجهات صدور هذه المواقعات باسم المورّد أو اسم الجهة المعتمدة، فهذا مستندات لازمة للحصول على التصريح والمواقف المطلوبة. يجب على المورّد الحصول على التصريح والمواقف والترخيص اللازمة والتي لا تعتبر من الالتزامات المتعلقة بالاستيراد.

المادة 9: الالتزامات العامة

1- يجب على المورّد عند توريد أي معدات مملوكة من الاتحاد الأوروبي أن يوضح علم الاتحاد الأوروبي، ويذكر بوضوح بأن هذا المعدة محصول تموله من الاتحاد الأوروبي وذلك بلغة الاتحاد الأوروبي المستعمل بها واللغة العربية. ويجب علي المورّد أن يبين شعار الاتحاد الأوروبي في أي منشور يصدر منه، وسيتم إخطار
after the contract award of the other requirements to comply with its minimum obligation toward EU's visibility.

Article 10 Origin

10.1 All supplies purchased must originate in a Member State of the European Union or a country covered by the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) or a country covered by the ENPI Programme. Countries of origin are the same as countries of participation mentioned in Article 3 of Instruction to Tenderers.

For these purposes, ‘origin’ means the place where the supplies are mined, grown, produced or manufactured and/or from which services are provided. The origin of the supplies 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 5% of the total Contract price, including any amounts stipulated in addenda to the Contract.

11.3 The performance guarantee shall be provided in the form of cash deposit, a certified check, or bank guarantee in favor of the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, it shall be issued in the format provided for in the contract and by a bank approved by the Contracting Authority.

Article 12 Liabilities and Insurance

By way of derogation from all paragraphs of Article 12.1 and 12.2, of the general conditions, The Supplier is responsible for all insurance in connection with the supplies until the issuance of the contract.
Certificate of Provisional Acceptance by the Contracting Authority.

Article 13 Programme of implementation of tasks

13.2 The Supplier shall submit to the Supervisor for approval a detailed implementation programme within 5 calendar days from the contract commencement date.

المادة 13: برنامج تنفيذ الأعمال

المادة 13: يجب على المورد أن يقدم للمشرف برنامج تنفيذي للورودات خلال 5 أيام من تاريخ بداية العقد.

Article 14 Supplier's drawings

14.1 Not Applicable.

المادة 14: رسومات المورد

المادة 14: غير مطبق

Article 15 Sufficiency of tender prices

15.1 Tender price will be calculated on the basic of DDP (Delivered Duty Paid), including all cost related to the supplies as stated in the Art.15 of the General Conditions (Annex I) and excluding Value added Tax and Custom Duties. No price revision will be made to the contract price.

المادة 15: كفاية أسعار العقد

المادة 15: سيتم حساب أسعار العقد على أساس التسليم خاضع جميع الرسوم وشمل لكل التكاليف كما هو محدد في المادة 15 من الشروط العامة وغير شامل ضريبة القيمة المضافة والرسوم الجمركية. وسيظل سعر العقد ثابت وغير خاضع للتدريج.

Article 16 Tax and customs arrangements

16.1 There is no derogation from Article 16 of the General Conditions.

المادة 16: ترتيبات الضريبة والجمارك

المادة 16: لا يوجد أي استثناءات من المادة كما هي واردة في الشروط العامة

Article 17 Patents and licences

17.1 There is no derogation from Article 17 of the General Conditions.

المادة 17: براءات الاختراع والترخيص

المادة 17: لا يوجد أي استثناءات من المادة كما هي واردة في الشروط العامة

Article 18 Commencement Orders

18.1 The commencement of supplies delivery shall start after the date of contract signature.

المادة 18: أوامر البدء في التنفيذ

المادة 18: ستبدأ مدة التوقيع بعد توقيع العقد مباشرة

Article 19 Period of implementation of tasks

19.1 The period of implementation of tasks shall be 120 days and shall commence from the date after the

المادة 19: مدة التنفيذ

المادة 19: 120 يوماً تبدأ بعد توقيع العقد مباشرة
date of contract signature.

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<th>Article 24 Quality of supplies</th>
<th>المادة 24: جودة التوريدات</th>
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<tr>
<td>There is no derogation from Article 24 of the General Conditions</td>
<td>لا يوجد أي استثناءات من المادة كما هي وارد في الشروط العامة</td>
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<th>Article 25 Inspection and testing</th>
<th>المادة 25: المعالفة والاختبار</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-2 Supplies are to be delivered to Environment Friends Association for Community Development in Mawwar - Ezbet Allam - El Khosoos – Qalyubeya Governorate. Inspection will take place in the same location by a committee formed by the Contracting authority.</td>
<td>يجب تسليم التوريدات إلى جمعية صناعة البيئة المتزامنة في موار - عزبة علام - الخصوص - محاولة الفيلم. ستقوم الفحص التوريدات في نفس الموقع من قبل لجنة تشكلها الهيئة المتعاقدة</td>
</tr>
</tbody>
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<th>Article 26 General principles for payments</th>
<th>المادة 26: المبادئ العامة للمدفوعات المالية</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.1 Payments shall be made in Egyptian Pound. Payments shall be authorised and made by the Contracting Authority.</td>
<td>ستتم المدفوعات المالية بالجنيه المصري. سيتم الترخيص بالمدفوعات والقيام بها من قبل الهيئة المتعاقدة</td>
</tr>
<tr>
<td>26.3 By derogation, the pre-financing payments shall be made within 45 days from the date on which an admissible invoice is registered by the Contracting Authority and a bank guarantee with the same amount is provided. The final payment to the Supplier of the amounts due shall be made within 60 days following provisional acceptance of the supplies, after receipt by the Contracting Authority of an admissible invoice.</td>
<td>بموافقة توفر الدفع المقدم خلال 45 يومًا من تاريخ تسجيل الفاتورة المقبولة للهيئة المتعاقدة وتنبيه البنك البياني بنفس الفئة، وسيتم فتح الدفعة النهائية للحفر من المبالغ المستحقة خلال 60 يومًا بعد استلام الهيئة المتعاقدة فاتورة وطلب الحصول على شهادة الاستلام المؤقتة.</td>
</tr>
<tr>
<td>26.5. By derogation, the payments shall be made as follows:</td>
<td></td>
</tr>
<tr>
<td>a) 25% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment. The pre-financing guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the supplies.</td>
<td>(أ) 25% من قيمة العقد كخدمة مقدمة بعد توقيع العقد وتوفير الضمان بكمية وقابل تقدير ضمان بكمية الدفعة المقدمة. يجب أن يتضمن ضمان الفئة المقدمة ساريًا حتى يتم رد خلال 45 يومًا من تاريخ الاستلام الإبتدائي.</td>
</tr>
<tr>
<td>b) 75% of the total contract price, as payment of the final balance, after receipt by the Contracting Authority of an invoice and of the application for the</td>
<td>(ب) 75% من قيمة العقد والتي تمت الرسوم المتبقي النهائي وسيتم دفعها بعد استلام الهيئة المتعاقدة فاتورة وطلب الحصول على شهادة الاستلام المؤقتة.</td>
</tr>
</tbody>
</table>
### 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 Supplier shall, upon demand, be entitled to late-payment interest at the rate applied by the central bank of the Country in which the Supplies are to be supplied and for the period mentioned in the General Conditions.

### Article 29 Delivery

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

29.5/6/7 Upon shipment of imported supplies, the Supplier shall notify the Contracting Authority of the full details of the shipment, including: Contract number; description of supplies; quantity; date of shipment; expected date of arrival; vessel and ports of loading and discharge, if appropriate.

The Supplier shall notify the Contracting Authority prior or upon arrival of shipment, about the required documents and letters necessary for releasing the shipment from Custom Authority, if such notification not received by the Contracting Authority, the Supplier will be responsible for any consequent expenses.

The Supplier shall provide the following documents to the Contracting Authority upon delivery of imported or local supplies:

1. copies of the Supplier's invoice showing the supplies' description, quantity, unit price and total amount;
2. Manufacturer's/Supplier's warranty certificate;
3. certificate of origin

### Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11. A committee formed by the Contracting authority will be responsible for accepting the supplies.
inspect the delivered goods and prepare the Certificate of provisional acceptance.

**Article 32 Warranty obligations**

| 32.6 | As stated in the General Conditions. |
| 32.7 | The warranty must remain valid for 365 days after provisional acceptance. |

**Article 33 After-Value added service**

| 33.1 | The Supplier shall submit evidence that it will be represented by an agent or a certified maintenance centre in Egypt, equipped and able to carry out the maintenance, repair and provision of spare parts necessary for after-sales services. |

**Article 40 Settlement of disputes**

| 40.4 | Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Egyptian Courts in accordance with the national legislation of the Arab Republic of Egypt. |

**Article 44 Data protection**

Not Applicable
# ANNEX I: GENERAL CONDITIONS

**FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE EUROPEAN DEVELOPMENT FUND**

الملحظ 1: الشروط العامة

**للعقود التوريدات الممولة الاتحاد الأوروبي**

## PRELIMINARY PROVISIONS

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## OBLIGATIONS OF THE CONTRACTING AUTHORITY

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## OBLIGATIONS OF THE SUPPLIER

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PRELIMINARY PROVISIONS
**Article 1 - Definitions**

1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

1.4. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1 to the Practical Guide, which forms an integral part of the contract.

**Article 2 - Language of the contract**

2.1. The language of the contract and of all communications between the Supplier Contracting Authority and Project Manager or their representatives shall be as stated in the Special Conditions.

**Article 3 - Order of precedence of contract documents**

3.1. The order of precedence of the contract documents shall be as stated in the Contract.

**Article 4 - Communications**

4.1. Any written communication relating to this Contract between the Contracting Authority or the Project Manager, and the Supplier shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, email or personal delivery, to the appropriate addresses designated by the parties for that purpose in the
4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.

4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified, such notice, consent, approval, certificate or decision shall be in writing and the words “notify”, “consent”, “certify”, “approve” or “decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

4.4. Any oral instructions or orders shall be confirmed in writing.

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Article 5 - Assignment

5.1. An assignment shall be valid only if it is a written agreement by which the Supplier transfers its Contract or part thereof to a third party.

5.2. The Supplier shall not, without the prior consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

a) a charge, in favour of the Supplier’s bankers, of any monies due or to become due under the Contract; or

b) the assignment to the Supplier’s insurers of the Supplier’s right to obtain relief against any other person liable in cases where the insurers have discharged the Supplier’s loss or liability.
5.3. For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Supplier of its obligations for the part of the contract already performed or the part not assigned.

5.4. If the Supplier has assigned the contract without authorisation, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

**Article 6 - Subcontracting**

6.1. A subcontract shall be valid only if it is a written agreement by which the Supplier entrusts performance of a part of the contract to a third party.

6.2. The Supplier shall request to the Contracting Authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subSuppliers. The Contracting Authority shall notify the Supplier of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.

6.3. SubSuppliers shall satisfy the eligibility criteria applicable for the award of the contract and shall not fall under the exclusion criteria described in the tender dossier.

6.4. No subcontract creates contractual relations between any subSupplier and the Contracting Authority.

6.5. The Supplier shall be responsible
for the acts, defaults and negligence of its subSuppliers and their agents or employees, as if they were the acts, defaults or negligence of the Supplier, its agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subSupplier to perform any part of the tasks shall not relieve the Supplier of any of its obligations under the contract.

6.6. If a subSupplier has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Supplier in respect of the supplies provided by the subSupplier, the Supplier must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7. If the Supplier enters into a subcontract without approval, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

6.8. If a subSupplier is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Supplier forthwith, either to provide a subSupplier with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

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the Supplier, free of charge, with a copy of the
drawings prepared for the implementation of the
tasks and a copy of the specifications and other
Contract documents. The Supplier may purchase
additional copies of these drawings, specifications
and other documents, in so far as they are available.
Upon final acceptance, the Supplier shall return to
the Contracting Authority all drawings,
specifications and other Contract documents.

7.2. The Contracting Authority shall co-operate
with the Supplier to provide information that the
latter may reasonably request in order to perform
the contract.

7.3. The Contracting Authority shall notify the
Supplier of the name and address of the
Project Manager.

7.4. Unless it is necessary for the purposes of the
Contract, the drawings, specifications and other
documents provided by the Contracting
Authority shall not be used or communicated
to a third party by the Supplier without the prior
consent of the Contracting Authority.

7.5. The Project Manager shall have authority to
issue to the Supplier administrative orders
incorporating such supplementary documents and
instructions as are necessary for the proper
execution of the contract and the remedying of any
defects therein.

7.6. The Special Conditions must indicate the
procedure used, if necessary, by the Contracting
Authority and the Project Manager to approve
drawings and other documents provided by the
Supplier.

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Article 8 - Assistance with local regulations

8.1. The Supplier may request the assistance of
the Contracting Authority in obtaining copies of

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المادة 8- المساعدة في الحصول على اللوائح المحلية

8.1 يجوز للمورد أن يطلب المساعدة من الجهة المتعاقبة
ب شأن الحصول على نسخ من القوانين واللوائح
laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Supplier in the performance of its obligations under the contract. The Contracting Authority may provide the assistance requested to the Supplier at the Supplier's cost.

8.2. The Supplier shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.

8.3. The Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.

8.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the Contracting Authority provides reasonable assistance to the Supplier, at its request, for its application for any visas and permits required by the law of the Country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the Supplier and the Contracting Authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE SUPPLIER

التزامات المورد

Article 9 - General obligations

9.1. The Supplier shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.

9.2. The Supplier shall, in accordance with the provisions of the Contract, design, manufacture, deliver to site, erect, test and

1-9 يقوم المورد بتنفيذ العقد بالعناية والكفاءة والحرص الوافج وفقاً لأفضل الممارسات المهنية.

2-9 يقوم المورد وفقاً لأحكام العقد بتصميم التوريدات وتصنيفها وتسليمها إلى الموقع، وتركيبها واختبارها وتشغيلها وتولى غيرها من الأعمال بما في ذلك معالجة أي
commission the supplies and carry out any other work including the remedying of any defects in the supplies. The Supplier shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.

9.3. The Supplier shall comply with administrative orders given by the Project Manager. Where the Supplier considers that the requirement of an administrative order goes beyond the scope of the Contract, it shall, give notice with reasons to the Project Manager. If the Supplier fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.

9.4. The Supplier shall supply, without delay, any information and documents to the Contracting Authority and the European Commission upon request, regarding the conditions in which the contract is being executed.

9.5. The Supplier shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Supplier shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Supplier, its employees and their dependants of such laws and regulations.

9.6. Should any unforeseen event, action or omission directly or indirectly hamper performance of the Contract, either partially or totally, the Supplier shall immediately and at its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Supplier to ensure full compliance with its obligations under the contract. In such situations, the Contracting Authority may request further information or clarification.

عويب في التوريدات. كما يعرف المورد أيضاً كافلة المعدات والمرافق والعمليات والسهولات الضرورية والمطلوبة لتنفيذ التوريدات.

3. 9. يتزامن المورد بأوامر إدارية يصدرها مدير المشروع. عندما يرى المورد أن متطلبات الأمر الإداري تتجاوز نطاق الطلب، يتم إخباره بذلك من مدير المشروع. إذا عجز المورد عن تقديم الإخطار في غضون فترة 30 يوماً بعد استلام الأمر الإداري، يُمنح من تقديم الإخطار. لا يجوز تعليق الأمر الإداري بسبب هذا الإخطار.

4. 9. يتم تزامن المورد دون تأخير يمكنه ومعلومات ومعلومات بشأن الظروف المحتملة بتنفيذ الطلب إلى الجهة المعنية والموضوعة الأوروبية عند طالبها.

5. 9. يراعي المورد كافلة الالتزامات والحيازة في البلد المستفيد ويتفهم بها كما يضمن أن يراعي الموظفين التابعين له وعائلته وآخرون العمال المقيمين التابعين له كافلة الالتزامات والحيازة. يقوم المورد بتوفير الجهات المعنية على أي طلبات أو إجراءات تنشأ عن أي اتفاقيات يقوم بها المورد والعاملين التابعين له وعائلاتهم في الالتزامات والحيازة.

6. 9. عند وقوع أي حدوث أو عمل أو تصرير غير متوقع من شأنه عرقلة تنفيذ الطلب بشكل مباشر أو غير مباشر سواء عرقلة جزئية أو كلية، يقوم المورد على الفور ومن تلقاء نفسه بتوفير ذلك وتقدمه إلى الجهة المعنية. يتضمن التقرير وصفاً للطهارة والإجراءات التي اتخذها المورد لضمان الامتثال الكامل للالتزامات بموجب الطلب. وفي هذه الحالة يلعب المورد الأولوية لحل المشكلة بدلاً من تحديد المسؤولية.
event the Supplier shall give priority to solving the problem rather than determining liability.

9.7. Subject to Article 9.9, the Supplier undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the Contracting Authority. The Supplier shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract’s reference for marketing or tendering purposes does not require prior approval of the Contracting Authority, except where the Contracting Authority declares the contract to be confidential.

9.8. If the Supplier is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority. Any alteration of the composition of the consortium without the prior consent of the Contracting Authority may result in the termination of the contract.

9.9. Save where the European Commission requests or agrees otherwise, the Supplier shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the Supplier shall implement among other actions the specific activities described in the Special Conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
9.10. Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

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9a.1 The Supplier shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.

9a.2 The Supplier and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the supplies have to be delivered.

9a.3 The Supplier shall respect environmental legislation applicable in the country where the supplies have to be delivered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

9a.4 The Supplier or any of its subSuppliers, agents or personnel shall not abuse of its entrusted power for private gain. The Supplier or any of its subSuppliers, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, present, or other advantage.
gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Supplier shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

9.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the Contract, commissions paid to a tax haven, commissions paid to a recipient who is not correctly identified or commission paid to a company which has every appearance of being a front company. The European Commission may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

**Article 9b - Conflict of Interest**

9.b.1 The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract shall be notified to the Contracting Authority without delay. In the event of such conflict, the Supplier shall immediately take all necessary steps to resolve it.
9.2 The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Supplier shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract, the Supplier shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

9.3 The Supplier shall refrain from any contact which would compromise its independence or that of its personnel.

9.4 The Supplier shall limit its role in connection with the project to the provision of the supplies described in the contract.

9.5 The Supplier and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to other EU budget/EDF funds available under the same project. However, the Supplier may participate after approval of the Contracting Authority if the Supplier is able to prove that its involvement in previous stages of the project does not constitute unfair competition.

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**Article 10 - Origin**

10.1. All supplies shall have their origin in any eligible source country as defined in the instructions to tenderers and the Special Conditions.

10.2. The Supplier must certify that the supplies tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.

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المادة 10- المشتاء

10-1 يكون المشتاء جميع البضائع أي بلد مصدر موطئ على النحو المحدد في التعليمات الخاصة بمقديمي العطاءات وفي الشروط الخاصة.

10-2 يتعين على المورد أن يقدم شهادة على توافق المصدر المقدم للمعاقبة لهذا الوظيف، محدداً بلدان المشتاء الخاصة بها. وقد يطلب منه توفير معلومات أكثر تفصيلاً في هذا الصدد.
10.3. The Supplier shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

**Article 11 - Performance guarantee**

11.1. The Supplier shall, together with the return of the countersigned Contract, furnish to the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the Special Conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.

11.2. The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Supplier's failure to perform its contractual obligations under the contract.

11.3. The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority.

11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Supplier prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5. During the execution of the Contract, if the natural or legal person providing the
guarantee is not able to abide by its commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Supplier to provide a new guarantee on the same terms as the previous one. Should the Supplier fail to provide a new guarantee, the Contracting Authority may terminate the contract.

11.6. The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Supplier's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the Contracting Authority shall notify the Supplier stating the nature of the default in respect of which the claim is to be made.

11.7. Unless the Special Conditions provide otherwise, 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.

**Article 12 - Liabilities and Insurance**

12.1. Liabilities

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of supplies.

a) Liability for damage to supplies

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the Supplier shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.
Compensation for damage to the supplies resulting from fraud or gross negligence of the Supplier, its staff, its subSuppliers and any person for which the Supplier is answerable.

At any time, the Supplier shall be responsible for and shall indemnify the Contracting Authority for any damage caused to the Contracting Authority by the Supplier, its staff, its subSuppliers and any person for which the Supplier is answerable.

Compensation for damage resulting from the Supplier's liability in respect of the Contracting Authority is capped at an amount equal to one million euros. The contract value is less than or equal to one million euros, compensation for damages resulting from the Supplier's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the Supplier, its staff, its subSuppliers and any person for which the Supplier is answerable.

b) Supplier's liability in respect of the Contracting Authority

c) Supplier's liability in respect of third parties.

The Supplier shall, at its own expense, indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses, or damages, whether of whatever nature (including liability to third parties), incurred or suffered in connection with the performance of its obligations under the contract, or otherwise, and the Supplier is answerable in the performance of its duties.

However, compensation for loss or damage resulting from the Supplier's liability in respect of the Contracting Authority is capped at an amount equal to one million euros. The contract value is less than one million euros, compensation for damages resulting from the Supplier's liability shall be capped to the contract value.

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c) Supplier's liability in respect of third parties.

The Supplier shall, at its own expense, indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses, or damages, whether of whatever nature (including liability to third parties), incurred or suffered in connection with the performance of its obligations under the contract, or otherwise, and the Supplier is answerable in the performance of its duties.

However, compensation for loss or damage resulting from the Supplier's liability in respect of the Contracting Authority is capped at an amount equal to one million euros. The contract value is less than one million euros, compensation for damages resulting from the Supplier's liability shall be capped to the contract value.

At any time, the Supplier shall be responsible for and shall indemnify the Contracting Authority for any damage caused to the Contracting Authority by the Supplier, its staff, its subSuppliers and any person for which the Supplier is answerable.

Compensation for damage resulting from the Supplier's liability in respect of the Contracting Authority is capped at an amount equal to one million euros. The contract value is less than one million euros, compensation for damages resulting from the Supplier's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the Supplier, its staff, its subSuppliers and any person for which the Supplier is answerable.
The Contracting Authority must notify any third party claim to the Supplier as soon as possible after the Contracting Authority becomes aware of them.

If the Contracting Authority chooses to challenge and defend itself against the claim(s), the Supplier shall bear the reasonable costs of defense incurred by the Contracting Authority, its agents and employees.

Under these general conditions, the agents and employees of the Contracting Authority, as well as the Supplier's staff, its subSuppliers and any person for whom the Supplier is answerable are considered to be third parties.

The Supplier shall treat all claims in close consultation with the Contracting Authority.

Any settlement or agreement settling a claim requires the prior express consent of the Contracting Authority and the Supplier.

12.2. Insurance

a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the Supplier shall ensure that itself, its staff, its subSuppliers and any person for which the Supplier 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.

At the latest together with the return of the countersigned contract, the Supplier shall provide the Contracting Authority with all cover notes and/or certificates of insurance showing that the Supplier's obligations relating to insurance are fully respected. The Supplier shall submit without delay, whenever the Contracting Authority or the Project Manager so requests, an updated version of the cover notes and/or certificates of insurance.

The Supplier shall obtain from the insurers that they commit to personally and directly inform the Contracting Authority of any event likely to reduce,
cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The Contracting Authority reserves the right to indemnify the insurer in case the Supplier fails to pay the premium, without prejudice to the Contracting Authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the Supplier shall ensure that the subscribed insurance contracts contain a waiver of recourse in favor of the Contracting Authority, its agents and employees.

The purchase of adequate insurances by the Supplier shall in no case exempt it from its statutory and/or contractual liabilities.

The Supplier shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the Contracting Authority.

The Supplier shall ensure that its staff, its subSuppliers and any person for which the Supplier is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subSuppliers or any person for which the Supplier is answerable, the Supplier shall indemnify the Contracting Authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the Supplier shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The Contracting Authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the Supplier with its contractual and/or statutory obligations.

b) Insurance – Specific issues

لا يمكن شراء المصرفي العامل العضو من الأحوال من مؤسساته القانونية والعضوية أو أي منها.

ينتقل المورِد بالكامل تبعات عدم توفيرة التغطية كلياً أو جزئياً، وذلك لصالح الجهة المعتمدة.

ي=Y= يضمن المورد انتقادات العاملين لديه، والمتعامدين من الباطن التابعين له، أي شخص تحت مسؤوليته لشروط التأمِن ذاتها المفروضة عليه بموجب هذا الفصل، ويعوض المورد الجهة المعتمدة عن كافة التفاوتات الناجبة عن التقصير أو عدم مكالمة التأمِن على العاملين لديه، أو المتعامدين من الباطن التابعين له، أو أي شخص تحت مسؤوليته.

يضاَم المورد، على مسؤوليته ودون الإخلال بالالتزام، تحمل كامل التأمِن الذي يغطي التزاماته بموجب هذا الفصل، والإشراك في التأمِن الإجباري بما يتوافق مع القانون والأدبيات في البلد الذي تتخذ فيه الأعمال، كما يضمن الالتزام بكل الشروط القانونية التي تطبق على التغطية.

لا تتحمل الجهة المعتمدة أي مسئولية عن تقييم أو كفاءة بالأعمال التي تتصرفها المورِد من ناحية التزاماتها القانونية والعضوية أو أي منها.

(ب) التأمِن – معلومات محددة

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The Supplier shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 "Liabilities". The Supplier shall in particular subscribe a Products and After delivery insurance.

Depending on the nature of the Supplier's obligations, the Contracting Authority may require that the carriage of supplies be covered by a "transportation" insurance policy; the conditions of which may be specified in the Special Conditions, which may also specify other types of insurance to be taken out by the Supplier. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

**Article 13 - Programme of implementation of tasks**

13.1. If the Special Conditions so require, the Supplier shall submit a programme of implementation of the tasks for the approval of the Project Manager. The programme shall contain at least the following:

a) the order in which the Supplier proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;

b) the time limits within which submission and approval of the drawings are required;

c) a general description of the methods which the Supplier proposes to adopt for executing the Contract; and

d) such further details and information as the Project Manager may reasonably require.

13.2. The Special Conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the Project Manager for approval. They may set time limits within which the Supplier must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme.
programme of implementation, detailed drawings, documents and items.

13.3. The approval of the programme by the Project Manager shall not relieve the Supplier of any of its obligations under the contract.

13.4. No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the Project Manager may instruct the Supplier to submit a revised programme in accordance with the procedure laid down in Article 13.

**Article 14 - Supplier's drawings**

14.1. If the Special Conditions so provide, the Supplier shall submit to the Project Manager for approval:

a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions or in the programme of implementation of the tasks;

b) such drawings as the Project Manager may reasonably require for the implementation of the tasks.

14.2. If the Project Manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.

14.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and shall not be departed from except as otherwise instructed by the
Project Manager. Any Supplier's drawings, documents, samples or models which the Project Manager refuses to approve shall be modified to meet the requirements of the Project Manager and resubmitted by the Supplier for approval. Within 15 days of being notified of the Project Manager's remarks, the Supplier shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the Project Manager's approval under the same procedure.

14.4. The Supplier shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.

14.5. The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Supplier from any of its obligations under the contract.

14.6. The Project Manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the Supplier's premises.

14.7. Before provisional acceptance of the supplies, the Supplier shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Contracting Authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

**Article 15 - Sufficiency of tender prices**

15.1. Subject to any additional provisions which

المادة 15 - كفاية أسعار العطاء

15-1. مع مراعاة أي أحكام إضافية قد تنص عليها
may be laid down in the Special Conditions, the Supplier shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:

a) the costs of transport;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;

c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;

d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;

e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;

f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the Contract;

g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the Contract, with the stipulation that this service shall not release the Supplier from any warranty obligations under the Contract;

h) training of the Contracting Authority's personnel, at the Supplier's factory and/or elsewhere as specified in the contract.

15.2. Since the Supplier is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for

الشروط الخاصة، يعتبر المورد قبلاً تقييم عطائه قد اقتنع بصحة وكفاءة العطاء وأنه قد وضع في اعتباره كافة المتطلبات من أجل التوفيق الكامل والمناسب للإمدادات وأنه ادرج في الفواتير والأسعار كافة التكاليف المتعلقة بالإمدادات وعلى وجه الخصوص:

أ) تكاليف النقل،

ب) تكاليف المناولة والتخزين والتفريغ والانتظار والتسليم والإعداد والفحص والمراقبة وغيرها من التكاليف الإدارية المتعلقة بالأمدادات. ستكون المكافحة من متطلبات الجهة المتعاقبة ما لم تنص الشروط الخاصة على غير ذلك.

ج) تكاليف المستندات المتعلقة بالأمدادات عندما تطلبها الجهة المتعاقدة،

د) التنفيذ والإشراف على تجميع الإمدادات المسلمة في الموقع أو تسجيلها أو كلاهما,

ه) تقديم الأدوات المطلوبة من أجل تجميع الإمدادات في الموقع أو صيانتها وكلاهما,

و) تقديم الكتيبات الفنية الخاصة بتشغيل وصيانة كل وحدة من وحدات الإمدادات المسلمة كما هو محدد في العقد,

ز) الإشراف على الإمدادات أو صيانتها وتصليحها أو إصلاحها بعد الالتماس من الزبون من الصمود عليها في العقد، مع النص على أن هذه الخدمة لن تغطي المورد من أي التزامات تتعلق بالضمان بموجب العقد,

ح) تدريب الموظفين التابعين للجهة المتعاقدة في المصانع الخاصة بالعطر من أي مكان آخر يحدده المورد أو كلاهما.

2-2 حيث أن المورد قد حدد أسعاره بناء على حساباته وعملياته وتقديراته الخاصة، يتولى دون رسوم إضافية أي عمل يتعلق بأي كمية كان موجوداً في الوحدة الخاصة به، والذي لم يدرج بشأنها أي سعر لوحدة أي قيمة إجمالية.
which it neither indicates a unit price nor a lump sum.

**Article 16 - Tax and customs arrangements**

16.1. Save where otherwise provided in the Special Conditions, the terms of delivery of the supplies shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

**Article 17 - Patents and licenses**

17.1. Save where otherwise provided in the Special Conditions, the Supplier shall indemnify and hold the Contracting Authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the Contracting Authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the Contracting Authority.

**IMPLEMENTATION OF THE TASKS AND DELAYS**

**Article 18 - Commencement orders**

18.1. Subject to the Special Conditions, the Contracting Authority shall fix the date on which implementation of the tasks is to commence and advise the Supplier thereof either in the notification of award of the contract or by administrative order.

18.2. Save where the Parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract.
contract. Unless this delay results from the Supplier default, after that date the Supplier shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The Supplier shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

Article 19 - Period of implementation of the tasks

19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted under Article 20.

19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one Supplier is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

Article 20 - Extension of the period of implementation of the tasks

20.1. The Supplier may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:

a) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;

b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced Supplier;

c) administrative orders affecting the date of completion other than those arising from the Supplier's default;

d) failure of the Contracting Authority to fulfil its obligations under the Contract;

المادة 19 - فترة تنفيذ التوريدات

19-1 تبدأ المدة الخاصة بتنفيذ التوريدات في الموعد المحدد وفقاً للمادة 18 وتخضع تحت هذه المادة خاصة، وذلك مع عدم الإخلال بتمديدات هذه المدة التي قد تمنح بموجب المادة 20.

19-2 إذا خصصت قروات مختلفة من أجل تنفيذ توريدات الوحدات المفصلة، في حالة حدوث معاداة واحد على أكثر من وحدة لكل العقد، فلا يجوز تجميع الاقترات الخاصة بتنفيذ التوريدات للوحدات المفصلة.

المادة 20 - تمديد فترة تنفيذ الأعمال

20-1 يجوز للمورد أن يطلب تمديد مدة تنفيذ التوريدات إذا تأخر أو إذا كان ستأخر في استكمال العقد لأي سبب من الأسباب التالية:

أ) الظروف الجوية الاستثنائية في بلد الجهة المتعاقدة، والتي قد تؤثر على تثبيت أو تركيب التوريدات،

ب) العوائق غير الطبيعية أو الظروف الطبيعية التي قد تؤثر على تسليم التوريدات التي لم يكن من المعلوم أن توفقها مورد أخرى.

ج) الأوامر الإدارية التي تؤثر على موعد الانتهاء بخلاف التي تativa نتيجة لتصدير المواد،

د) فشل الجهة المتعاقدة في الوفاء بالتزاماتها بموجب العقد،

إ) أي تعلق تسليم التوريدات وتركيبها أو أية عملية أخرى من الأسباب والذين

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e) any suspension of the delivery and/or installation of the supplies which is not due to the Supplier's default;

f) force majeure;

g) extra or additional supplies ordered by the Contracting Authority;

h) any other causes referred to in these General Conditions which are not due to the Supplier's default.

2.0.2. If the Supplier considers himself to be entitled to any extension of the period of implementation under the Contract, the Supplier shall:

a) give notice to the Project Manager of its intention to make such a request no later than 15 days after the Supplier became aware, or should have become aware of the event or circumstance giving rise to the request.

b) If the Supplier fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the Contracting Authority shall be discharged from all liability in connection with the request; and

c) submit to the Project Manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the Supplier and the Supervisor, in order that such request may be investigated at the time.

2.0.3. Within 30 days from the receipt of the Supplier's detailed particulars of the request, the Project Manager shall in agreement with the Contracting Authority, by notice to the Supplier, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the Supplier that it is not entitled to an extension.

Article 21 - Delays in implementation of the tasks

المادة 21 - التأخير في تفشي التوريدات
21.1. If the Supplier fails to deliver any or all of the supplies or perform the services within the period of implementation of the tasks specified in the Contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.

21.2. If the non-delivery of any of the supplies prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.

21.3. If the Contracting Authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the Supplier:
- 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 Supplier's cost.

**Article 22 - Amendments**

22.1. Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the Project Manager or the Contracting Authority. Substantial amendments to the contract, including amendments to the total contract price, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the Practical Guide.

22.2. Subject to the limits of the procedure thresholds set in the Practical Guide, the Contracting Authority reserves the right to vary by an administrative order the quantities by +/- 100% at the time of contracting and during the validity of the Contract. The total value of the supplies may
not rise or fall as a result of the variation by more than 2.5% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.

22.3. The Project Manager and the Contracting Authority shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect, if any, of all such amendments shall be valued in accordance with Article 22.7.

22.4. All administrative orders shall be issued in writing, it being understood that:

a) if, for any reason, the Project Manager or the Contracting Authority finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;

b) if the Supplier confirms in writing an oral order given for the purpose of Article 22.4.a and the confirmation is not contradicted in writing forthwith by the Project Manager or the Contracting Authority, the Project Manager or the Contracting Authority shall be deemed to have issued an administrative order;

c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.

22.5. Save where Article 22.4 provides otherwise, prior to issuing an administrative order,