

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,  
INCLUDING ANNEXES***

DRAFT

# DRAFT CONTRACT

## SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

### CIG B1AB7366DE

**AICS Cairo – Italian Agency for Development Cooperation**

1081 Corniche El Nil, Garden City, Cairo, Egypt

(‘the contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>, (‘the contractor’)

of the other part,

have agreed as follows:

### **PROJECT: EU-ZIRA3A – EU Integrated Rural Development Programme for Egypt**

**ENI/2021/427-389**

**CONTRACT TITLE:** “Enhance extension services for crop and animal production towards tackling impacts of climate change, efficient and sustainable management of natural resources and agrifood-ecosystems in Sohag, Beni Suef and Assiut”

**Lot 2:” Supply of equipment for offices, for extension departments and artificial insemination centres”**

#### **Article 1 Subject**

1.1 The subject of the contract shall be:

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

<sup>3</sup> Except where the contracting party is not VAT registered.

the “Supply of equipment for offices, for extension departments and artificial insemination centres”. The supply contract will include the supply, delivery, siting and installation, commissioning and after sale service of the following supplies:

{to be inserted before contract signature}

The place of acceptance of the supplies shall be <insert place>, the time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be [DDP] [DAP]<sup>4</sup>. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for provisional acceptance>.

- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the subject of the contract must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of 2 years, as specified in the instructions to tenderers.

## **Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

## **Article 3 Price**

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be in EURO.
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

## **Article 4 Order of precedence of contract documents**

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

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

## **Article 5 Other specific conditions applying to the contract**

<sup>4</sup> <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

(b) the data protection notice is available at:  
[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

Nothing herein is intended or shall be construed as a waiver of the existing diplomatic immunity enjoyed by AICS.

Done in English in two originals, one original for the contracting authority and one original for the contractor.

contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date: