B2. SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Any written communication relating to this Contract must state the Contract title and identification number, and must be sent by e-mail at the following emails:

pm.clima@comune.sestri-levante.ge.it Valerio Baldissara (CLIMA Project Manager)

francesca.pieraccini@cospe.org Francesca Pieraccini (COSPE Legal Rappresentative)

antoine.mouchati@arcenciel.org Antoine Mouchati (Compost site Manager)

CC: fm.clima@comune.sestri-levante.ge.it CLIMA Financial Manager

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

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 7 Supply of documents

The following documents shall be provided to the contract authorities by the contractor, and approved in writing by the Project Manager:

a) The technical documents attached to the contractor's offer (e.g. drawings, technical sheets, catalogues) will be used by the Client for inspections of delivered goods in order to verify the compliance with the Contractor's offer and technical specifications.

b) The Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager and the site manager to operate, maintain, adjust and repair all parts of the supplies. Such documents shall not relieve the Contractor from any of his obligations under the contract (e.g. warranty).

Article 8 Assistance with local regulations

The Contractor shall follow laws, regulations and information on local customs, orders or bye-laws of the Republic of Lebanon.

Lebanon employs a harmonized tariff schedule for the valuation of goods and the levying of customs duties. In 2018, the High Customs Council proposed a reform strategy to improve operations, although this has not been implemented. The reforms focus on 1) simplifying procedures, 2) accepting e-payments, 3) enhancing electronic data entry, and 4) establishing an online e-single window for coordinated service with all of Lebanon's border agencies. When fully implemented, users will be able to register online, as well as assess and pay declarations directly from their bank accounts. Local customs agents may assist exporters to navigate the clearance process.

For further information on customs procedures, please refer to the Lebanese Customs Administration's website.

The contracting authorities and its partners will fully support the contractor in facilitating the relation with the Lebanese authorities and in providing key needed documents, including a VAT exemption when applicable.

Article 9 General obligations

9.9 Any premises, infrastructures and equipment supported under the Programme shall be adequately branded to ensure that the EU funding is highly visible and people can understand the nature of the project. When the implementation of a project involves the construction and installation of pilot plants or the valorization of a specific site (e.g. archeological site) and thematic itinerary (for touristic purposes for example), these shall be identified by means of display panels containing the project logo. Billboards or permanent plaques have to be placed on all transporting containers and/or machineries. At least 25 % of the available space on billboards and permanent plaques has to be made up of:

- Project logo;
- Full project title;
- Name of the deliverable (example: Wastewater treatment plant);
- Information on the financial support of the Programmed (total project budget, amount and percentage of EU support);
- Project duration.

Design and additional information will be provided by the contacting authority to the contractor.

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in the European Neighbourhood Instrument (ENI). For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.2(b), paragraph 2 The type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

- *DDP - Delivered Duty Paid:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
  'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'[1]
  The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.
- *DAP - Delivered At Place:* Incoterm whereby the buyer bears all risks and costs of import clearance:
  'the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place'[2], including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The programme of implementation of the tasks, should be submitted to the contracting authority within 7 days by the signature of the contract. The

[1] See http://www.iccwbo.org/incoterms/

[2] Idem.

contracting authority will be approving or asking revisions of the programme of implementation of the tasks within 7 days from its reception.

Article 14 Contractor's drawings

14.1 The technical documents (e.g. drawings, technical sheets, catalogues) shall be the ones already attached to the contractor's offer. Any changes shall be submitted to the Project Manager and approved before the signature of the contract.

Article 18 Commencement order

18.1 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin.

Article 19 Period of implementation of the tasks

19.1 The period of execution of all tasks shall terminate within 180 days by the beginning of implementation of the tasks.

Article 24 Quality of supplies

24.2 The supplies must in all respects satisfy the technical specifications laid down in the contract or improve them according to the technical grid included in Annex IV. A preliminary technical acceptance is required by the Project Manager and by the Compost Site Manager.

Article 25 Inspection and testing

25.2 Places/goods will have to be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing. The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Compost Site Manager and the logistics staff to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay. A Lebanese company will be contracted by Arcenciel for the civil preparation works of the site. The awarded tenderer shall have to work together with this company, under the coordination of the compost site manager, in order to finalise the installation of the supplies.

Article 26 General principles for payments

26.1 Payments shall be made in euros (ISO CODE 978)

The payments will be made according to the following schedule:

Advance payment: 25% of the contract value on signature

Instalment: 25% of the contract after shipping of the goods and materials

Delivery payment: 30% of the contract value on shipment delivery

Final payment (balance): 20% of the contract after installation and commissioning

Payments shall be authorised and made by the Project Manager (pm.clima@comune.sestri-levante.ge.it)

26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

Advance payment (25%): Performance Guarantee submission + copy of the invoice

Instalment: 25%: Shipping certificate

Delivery payment (30%): Delivery certificate

Final payment (20%): delivery certificate, report of the training, warranty and maintenance certificate, original invoice in 3 copies.

Article 29 Delivery

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

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

Article 32 Warranty obligations

32.7 The warranty must remain valid for <3 years> after provisional acceptance.

Article 33 After-sales service

33.1 Technical support and direct contact line to the on site operators, Service and maintenance when needed, insure spare parts availability, software update and adjustments if needed.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

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