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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No 04/01Sup

**financed from the general budget of the Union**

“Vanadzor Municipality Staff” Community Management Institution (from now on “Vanadzor Municipality”)

Registration no: 26180793463

22 Tigran Mets Av., 2001 Vanadzor, Armenia

VAT number: AM06901936

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: ''ABC.GoV: Alliance for Better City Governance"**

**Grant Contract NEAR-TS/2020/421-733**

**CONTRACT TITLE: Supply of a Garbage Bins**

**Identification number:** TS/2020/421-733\_VM/Sup-04

**Article 1 Subject**

* 1. The subject is supply and unloading of the following goods – 1260 bins corresponding to the EN840 international standards for collection of solid household and plastic waste. The goods shall be of 2022 - 2023 production.

All the necessary tasks including documentation preparation, all kinds of payments should be done by the Contractor until it reaches to the delivery place, all of the above mentioned should be included in the offered budget. Contractor has to provide 1260 (One thousand two hundred sixty) bins according to the below specifications.

The Contractor shall supply bins with the following specifications:

**Number 1:** **plastic Container FOR PET Bottles** - Compliance to the EN840 standards

- Volume: 770 L

- Overall Length: 1300 mm (+/-10 %)

- Overall Height: 1300 mm (+/-10 %)

- Weight: 40 kg (+/-10 %)

- Quantity of wheels: 4 rubber (2 wheels with brake)

- Polyethylene container with minimum a one rubber valve.

- Circular opening for bottles diameter 200 mm (+/-10 %).

- Wheel diameter: 200 (+/-10 %)

- Material: virgin HDPE

- Colour: blue, yellow, green (the entire lot must be of one color and that color must not be repeated with a lot of bins of another size)

- Quantity: 630

The container body along the perimeter is reinforced with stiffeners. At the bottom there is a drain hole with a stopper and protection against falling out.

Container shall match the mechanized garbage truck with a back load. At the top the Waste Container has a lid.

**Number 2:** **plastic Container for solid household waste** Compliance to the EN840 standards

-Volume: 1100L

- Overall Length: 1300 mm (+/-10 %)

- Overall Height: 1300 mm (+/-10 %)

- Weight: 50 kg (+/-20 %)

- Quantity of wheels: 4 rubber (2 wheels with brake)

- Material: virgin HDPE

- Colour: blue, yellow, green (the entire lot must be of one color and that color must not be repeated with a lot of bins of another size)

- Round hole: radius 350

- Wheel diameter: 200 (+/-10 %)

- Quantity: 630

The container body along the perimeter is reinforced with stiffeners. At the bottom there is a drain hole with a stopper and protection against falling out.

Waste Container shall match the mechanized garbage truck with a back load. At the top the Waste Container has a lid.

The supplied products should have not been used, repaired, upgraded or restored by third parties before being supplied to the contracting authority.

The supplied products should have not been pledged, seized or otherwise encumbered.

There should not be traces/signs of mechanical damage on the supplied products, as well as other inconsistencies with the official description for the supplied products.

The Contractor shall present the passport with technical specifications of the bins to be delivered, certified by the manufacturer, the certificate of the country of origin, the certificate about meeting required technical specifications, verified by the relevant authority, instructions for exploitation and security rules.

The Contracting Authority, upon necessity, has the right to require other information regarding the supply within reasonable time frame.

The place of acceptance: the supplies shall be delivered to the towns: Gyumri (300 plastic container for pet bottles, 300 plastic container for solid household waste) and Vanadzor (330 plastic container for pet bottles, 330 plastic container for solid household waste).

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

**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 AMD .

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);
* 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**

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

# *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 **For the contracting authority**

“Vanadzor Municipality Staff” Community Management Institution

Address: 22 Tigran Mets Av., 2001 Vanadzor, Armenia

Contact Person: Natalya Lapauri

E-mail: [*nlapauri.abcgov@gmail.com*](mailto:nlapauri.abcgov@gmail.com)

**For the contractor**

Full official name of the contractor:

Address:

Contract Person:

E-mail:

**Article 7 Supply of documents**

When The Contactor is obliged to submit the passport with technical specifications verified by the manufacturer. The certificate of conformity. Instructions for exploitation and security rules. Certification of quality –EN 840. The certificate about the origin.

The Contracting Authority, upon necessity, has the right to require other information regarding the supply within reasonable time frame.

**Article 9 General obligations**

9.9 In order to ensure visibility of the EU External Actions the Contractor should notify the Contracting Authority at least in five (5) days in advance the date and time of arrival of the supply in the designated locations of the following communities: “Vanadzor Municipality”.

These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website: <https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>

**Article 10 Origin**

## 10.1 All goods purchased must originate in an eligible source country as defined in 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.

If the estimated intrinsic value of the products is above or equal to AMD 40 397 000 (EUR 100 000): All supplies under this contract must originate in one or more of the above countries.

If the estimated intrinsic value of the products (of the tender procedure as a whole or if divided into lots, per lot) is below AMD 40 397 000 (EUR 100 000): All supplies under this contract may originate from any country.

For bins of a unit cost on purchase of more than AMD 2 019 850 (EUR 5 000), Contractor must present proof of origin to the Contracting Authority at the latest when the first invoice is presented. The certificate of origin must be made out by the competent authorities of the country of origin of the supplies and must comply with the rules laid down by the relevant Union legislation. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

**Article 11 Performance guarantee**

11.1 No performance guarantee is required.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2 This 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.’[[4]](#footnote-4)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 16 Tax and customs arrangements**

16.1 All goods and services implemented for this project are granted tax exemption (VAT & customs duties) in compliance with:

The Framework Agreement between the European Commission and Republic of Armenia signed on April 4 th, 2006 and ratified by the Armenian Government:

• Decree 1112-N of September 23 rd , 2009 and its Annex;

• Decree 445-N of April 30 th 2015 and Annex.

**Article 18 Commencement order**

18.1Implementation of the tasks shall commence on the date when the contract enters into force.

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

19.1The implementation period of the tasks shall run within 6 months starting from the date the contract enters into force.

**Article 25 Inspection and testing**

25.2 The places inspected are Vanadzor and Gyumri.

**Article 26 General principles for payments**

26.1 Payments shall be made in AMD by transferring payments to the Contractor’s account.

The transfer is made based on the handover/acceptance statement. The delivered product is accepted by signing the handover/acceptance statement between the Contracting Authority and the Contractor. The fact of handing over the goods to Contracting Authority is recorded by a mutually approved document between the Contracting Authority and the Contractor, indicating the date of the document.

Until the day intended for the delivery of the goods under the contract, the Contractor provides the Contracting authority with the document (Act) indicating the fact of handing over the goods to the Contracting authority, signed by him and a copy of the handover/acceptance statement (statement), as well as Vanadzor Municipality.

The Contracting Authority submits to the Contractor one copy of the handover/acceptance certificate signed by him or the reasoned refusal to accept the goods within 10 working days from the day of receiving the handover/acceptance statement.

Moreover, in order to make a payment, within 3 working days after the date of signing the handover/acceptance statement, the Contracting authority enters the payment order and a copy of the handover/acceptance statement into the Treasury System of the Authorized Body, and the Authorized Body makes the given payment based on the documents submitted according to the established procedure, in case of having handover/acceptance certificate entered into the Treasury System within five working days.

**Article 28 Delayed payments**

28.2By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

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

**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 the Courts in accordance with the national legislation of the state of the contracting authority.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[5]](#footnote-5) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-5)