# *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**

<Indicate here the documents, drawings to be supplied and, if necessary, the procedure to be used by the contracting authority and the project manager to approve drawings and other documents provided by the contractor>

**Article 9 General obligations**

9.9 <Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility and, if applicable, any additional communication activities agreed by the European Commission. These activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.>

**Article 10 Origin**

## 10.1 All goods purchased must originate in an eligible source country as defined in External Actions of The European Union. 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 5 % 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 Incoterm applicable shall be DDP.

* ***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]](#footnote-1)* 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**

18.1 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**

19.1The implementation period of the tasks shall run from the date the contract enters into force within 7 months.

**Article 24 Quality of supplies**

24.2 <Indicate here if a preliminary technical acceptance is required>

**Article 25 Inspection and testing**

25.2 <Specify the places/goods to be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing>

**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).

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.

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.

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

a) **[**For the 40% pre-financing], [the pre-financing guarantee][and insert either of the below sentences:

[if the total contract price is below or equal to EUR 60 000:]

[By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.]

[if the total contract price is above EUR 60 000:]

[When (i) the pre-financing requested is equal or below EUR 300 000 **and** (ii) the contracting authority does not require a financial guarantee following a risk assessment[[2]](#footnote-2), by derogation from article 26.5 of the general conditions no pre-financing guarantee is required.]

b) **[**For the 60 % balance], **[**For the 100 % balance] the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

**Article 28 Delayed payments**

28.2By 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 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 The Supplier Company shall ensure full implementation of the system. The works performed should include warranty and post-warranty maintenance of the system.

System device must have 365 days warranty guaranteed by the manufacturer. Warranty service must be performed by the Supply Company or its representative. The warranty service of the device must be performed within a reasonable period of time or an equivalent replacement device must be provided, until the repair of the device that is out of order.

32.7 The warranty must remain valid for 365 days after provisional acceptance.

**Article 33 After-sales service**

33.1 The System Provider Company must perform the software operational maintenance of the system for a period of 1 year, namely:

- Ensuring 24/7 uninterrupted operation of the software system,

- Implementation of software updates,

- Implementation of adjustments at the customer's request,

- Implementation of non-essential changes to the project at the customer's request. The works that do not include the creation of new functional possibilities and for the implementation of which the specialist will need no more than 2 working days are considered non-essential.

**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[[3]](#footnote-3) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

1. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company. [↑](#footnote-ref-2)
3. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-3)