**SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**(** **SOLID WASTE MANAGEMENT- SUPPLY OF RUBBER AND STEEL BINS -MASAR PROJECT - FOR THE UNION OF MUNICIPALITIES OF OUSSAT WA SAHEL AL QAYTAA- LEBANON)**

This Agreement will be signed between the following Parties,

On one hand, **Carme Gual i Via**, representating the *Agència Catalana de Cooperació al Desenvolupament* (in English, Catalan Development Cooperation Agency) on behalf and to the account of ACCD Lebanon Under Incorporation, hereinafter referred to individually and collectively as “ACCD”), with fiscal identification number Q0801202C, with the registered address in Via Laietana, 14, 08003, Barcelona, Spain.

On the other hand, **XX** , representating *XX*, with fiscal identifiation number XXX, with registered address in XX Lebanon

Have agreed as follows

**Article 1 Subject**

1.1 The subject of the contract shall be the supply, delivery, unloading, installation of the following supplies:

Lot 1: supply of steel bins .

Lot 2. Supply of plastic and rubber bins.

The place of acceptance of the supplies shall be XXX.

The time limits for delivery shall be delivered **for stell bins no more than 90 days and for plastic bins no more than 30 days from date of confirmation** as of the receipt of the respective Purchase Orders sent by ACCD.

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.

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.

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer.

The total maximum contract price shall be:

Lot 1: 45.000 EUR; Lot 2: 55.000 € (VAT excluded).

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:

* Contract agreement;
* Special Conditions;
* Annex I (DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA);
* Technical Offer (for Lot 1).

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.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to sign this **AGREEMENT** in two copies and in English as of the date first written below.

|  |  |
| --- | --- |
|  | By the Contractor: |
|  | Name: |
| Director |  |
| Signed: | Signed: |
| Date: | Date:  |

# SPECIAL CONDITIONS

**Article 1 General Conditions**

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.

# Article 2 Language of the Contract

The language used shall be English.

# Article 3 Communications

 Tenderers may comunicate in writing to the following address, specifying the contract title:

Contact: Nicole Ochando Szaroletta

Address: Agència Catalana de Cooperació al Desenvolupament Via Laietana, 14

08003 – Barcelona, Spain

E-mail: Nicole.ochando@gencat.cat

# Article 4 Origin

 All goods purchased must originate in a Member State of the European Union or a country covered by the “Madad EU Regional Trust Fund in Response to the Syrian crisis” programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

# Article 5 Performance guarantee

No performance guarantee is required.

# Article 6 Liabilities and Insurance

The Contractor shall provide transport insurance to the extent that it assumes transportation risks.

# Article 7 General principles for payments

Payments shall be made in EURO.

Administrative or technical conditions governing payment of pre-financing and final payments:

The Contractor shall submit to ACCD an invoice by email or by recorded delivery detailing the supplies performed and the amount due.

The payment of the amount will be ordered, upon confirmation of the corresponding invoice by the Financial Departmanent of ACCD and confirmation by ACCD staff responsible of contracting the supplies.