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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNIONEXTERNAL ACTIONS

No.IPA ADRION 368/ No.2 (No.05-96/2)

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

Municipality of Negotino

str. Aco Adzi Ilov no.2, Negotino

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>][[3]](#footnote-4), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT** “Local Authorities on the path to a sustainable Urban Mobility in the Adriatic/Ionian region”

**CONTRACT TITLE** **Supply of Van for transportation of disadvantage people**

Identification number No.IPA ADRION 368/ No.2 (No.05-96/2)

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply anddelivery, of the following supply:

vehicle - a van for the transportation of disadvantage people with capacity to transport at least two people in wheelchairs at the same time and equipped with a hydraulic lift with a load capacity of at least 180 kg.Type of engine -Diesel. Fuel emission: Euro E6.

The place of acceptance of the supplies shall be Negotino, the time limits for delivery shall be <insert date and time>and the Incoterm applicable shall be DAP[[4]](#footnote-5). 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.

**Article 2 Origin**

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

When required, acertificate 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 contractand/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 [EUR] [<ISO code of national currency>only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate].<insert price>

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**

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

the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations

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

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

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

1. Where the contracting party is an individual. [↑](#footnote-ref-2)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. DAP (Delivered At Place)- Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-5)