

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

## DRAFT CONTRACT

### SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE [EU GENERAL BUDGET] [EDF]

<Full name and address of the Contracting Authority [if centralised tender procedure: The European Union, represented by the European Commission on behalf of and for the account of the government of <name of partner country/countries>] >

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>, ("the Contractor")

of the other part,

have agreed as follows:

**PROJECT** <Title and reference in the Financing Agreement/Decision>

**CONTRACT TITLE** <Contract title>

**Identification number** <Publication reference>

#### Article 1 Subject

1.1 The subject of the contract shall be the [supply], [manufacture], [delivery], [unloading], [installation], [commissioning], [maintenance], [after-sales service], of the following supplies:

<general description of the supplies, including quantities> [ in <insert number> lot[s]]

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.

[lot n° 1: <general description with an indication of quantities>]

[lot n° 2: <general description with an indication of quantities>]

[lot n° <...>]

The place of acceptance of the supplies shall be <insert place>, the time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be [DDP] [DAP]<sup>4</sup>. 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 [including any changes under the proposed variant].
- 1.3 [The supplies which form the [subject of the contract] [lots n°<insert number>] must be accompanied by the spare parts described by the Contractor in its tender] [and by the accessories and other items necessary for using the goods over a period of <period>, as specified in the Instructions to Tenderers].

## 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 (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)];

<sup>4</sup> <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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**

If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the Contract shall apply: <specify conditions>]

Done in English in [two] [three] originals, [For direct management: [one] [two] originals being for the European Commission] [For indirect management: one original being for the Contracting Authority, one original being for the European Commission,] and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:

For indirect management with ex-ante control if the European Commission makes payments under the contracts:

[Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: ]

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