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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No <Contract number>

**financed from the [general budget of the Union] [EDF]**

<Full name and address of the contracting authority [if direct management: 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>][[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 <**Olive Culture**>**

**CONTRACT TITLE < Equipment – Events related equipments  *–* in the frame of the project “E NATURA >**

**Identification number** < Interreg IPA II CBC PROGRAMME, Greece - Albania 2014-2020/ “**E NATURA**” / Prot no. 2389, **Order No. 32, date 28.05.2020**

>

**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:

|  |  |  |
| --- | --- | --- |
| **No** | **Specifications** | **Quantity** |
| **1** | Tablet IPADApple 7th generation. 10.2 inch Retina Display. A10 Fuision chip. Touch ID fingerprint Sensor. 8MP back camera; 1.2 MP Face Time HD front camera. Stereo speakers. 802. 11AC Wi-Fi and gigabit class LTE cellular data. Up to 10 hours of batery life . | 1 |
| **2** | Laptop Asus G731 GT-H7122. Intel core i7,9750 H, 16GB DDR4,2666M, 1 TB 5400 RPM+. 256 G M.2 SSD PCIE NVME, N/A. InvidiaGeforce GT1650 4 GB GDDRS,RGB.Keyboard, metal chassis, aura, mini display port, ckickpad, 3-cell Li-ion, 17.3 , 120 Hz, FHD, IPS. | 1 |
| **3** | Professional camera .Canon 5 D Mark III.Canon 5D Mark III. 22MP full frame CMOS sensor. \6 frames per second continuous shooting .61-point Afsystem.Image type: JPEG,RAW(14 bit Canon original),RAW+JPEG simultaneous recording enabled. ISO 100-25600 range with 50-102,800 expansion. 1080p HD video recording with manual controls.  | 1 |
| **4** | Large banners 3 meters in lenght and 0.80 cm in high. | 4 |
| **5** | Folding display boards 2.10 meters high and 1 meters width  | 2 |

The place of acceptance of the supplies shall be <Berat >, the time limits for delivery shall be <27.09.2020> and the Incoterm applicable shall be [DDP] [DAP][[4]](#footnote-4). The implementation period of tasks shall run from <27.07.2020> to <27.09.2020>.

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

1.3 [The supplies which form the [subject of the contract] [lots No <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 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 ---------------( euro)

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 direct management insert the following

[For the purpose of Article 44 of the General Conditions,

1. [For DG DEVCO the data controller is the head of legal affairs unit of DG International Cooperation and Development]

[For DG NEAR the data controller is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

[For any other DG the data controller is <please add the function of your controller >.]

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

For indirect management insert the following

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

(a) the controller for the processing of personal data carried out within the Commission is

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.]

[For DG NEAR the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations][For any other DG <please add the function of your controller >.]

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

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** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
| For indirect management with ex-ante control if the European Commission makes payments under the contract and for contracts under IMBC in IPA countries:[Endorsed for financing by the European Union  |
| Name: |  |  |  |
| Title: |  |  |  |
| Signature: |  |  |  |
| Date: ] |  |  |  |

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. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-4)