

***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

[<Official registration number>]²

<Full official address>

[<VAT number>]³, (‘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], [delivery], [unloading], [siting and installation], [commissioning],
<and other tasks specifically required by the contract> [design] [manufacture]
[maintenance], [after-sales service], [etc.],
of the following supplies:

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

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

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

[lot n° <...>]

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

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]⁴. 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.
- 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.

When required, 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 [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 direct management insert the following

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

- (a) [For DG INTPA the data controller is the head of legal affairs unit of DG International Partnerships]

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

[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 >.]

(b) 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 INTPA the head of legal affairs unit of DG International Partnerships.]

[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

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 contract and for contracts under IMBC in IPA countries:

[Endorsed for financing by the European Union]

Name:

Title:

Signature:

Date:]