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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR

EUROPEAN UNION EXTERNAL ACTIONS

No<Contractnumber>

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

Municipality of Bitola

Blv. “1-vi Maj” 61,

7000 Bitola,

Republic of North Macedonia

(‘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**

**“BAIR – Bitola’s joint Action for the Integration of Roma”**

**No. 2020/420-361**

**CONTRACT TITLE**

**Purchasing of Cleaning equipment**

**Identification number** 08-655/8

**Article 1 Subject**

1.1 The subject of the contract shall be the supply and delivery of the following supplies:

- 1 small size garbage truck;

- 5 petrol grass trimmers;

- 1 petrol ride-on lawn mower.

The place of acceptance of the supplies shall be premises od the Contracting Authority, the time limits for delivery shall be until 11.11.2023 up to 15:00 h and the Incoterm applicable shall be DAP[[4]](#footnote-4). The implementation period of tasks shall run from 11.09.2023 to 11.11.2023.

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 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 where applicable.

**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 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] <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 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 Programme Manager Mr. Nafi Saracini

(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 three originals, two 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: | |  |
|  | | | | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
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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 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)