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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No CB005.2.11.067-PRAG-SUPPLY-01

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

**Communication and Information Systems Directorate (CISD) - Ministry of Interior (MoI), Republic of Bulgaria,**

“6th of September” str. № 29, Sofia,

postal code 1000,

Republic of Bulgaria

(‘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 “The European approach to Preventing Fires in the Cross-Border Region - Prevent Fires”, CB005.2.11.067**

**CONTRACT TITLE “Early warning and disclosure system construction in Tsarevo, Ahtopol and Lozenets”**

**Identification number** CB005.2.11.067-PRAG-SUPPLY-01

**Article 1 Subject**

1.1 The subject of the contract shall be the supply, delivery, installation, testing and commissioning of early warning and disclosure system equipment as follows:

Stage 1 - Stage 1 - Research and design of a System for Early Warning and Announcement (SEWA) of population on the territory of Tsarevo town, Ahtopol town and Lozenets village:

a) Research and design of the siren system in Tsarevo - 1 unit

b) Research and design of the siren system in Ahtopol - 1 unit

c) Research and design of the siren system in Lozenets - 1 unit

Stage 2 - Supply, delivery, installation and commissioning of SEWA:

a) Delivery, installation, testing and commissioning of the equipment according to the technical specification and approved work designs:

- Acoustic device (siren) of Tsarevo according to the acoustic planning – 5 units

- Acoustic device (siren) of Ahtopol according to the acoustic planning – 1 unit

- Acoustic device (siren) of Lozenets according to the acoustic planning – 1 unit

b) Uninterruptible power supply (UPS) – 1 unit

c) Network equipment – 1 unit

d) Rechargeable batteries/in each siren cabinet there are 2 pcs/ - 14 units

e) Equipment for Regional Control Center (RCC)/Local control panel of Tsarevo – 1 unit

f) Integration to NSEWA - 1 unit

Stage 3 - Additional requirement – warranty support – 1 unit.

Providing warranty support not less than 36 months, based on 24x7principle and following the specific methodology.

Stage 4 -Training to work with the system:

1. Training to work with the system – 1 unit

The place of acceptance of the supplies shall be Tsarevo, Ahtopol and Lozenets, the time limits for delivery shall be 180 days from the signing of the contract <insert date and time> and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from the date of the signing of the contract of the contract 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.

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 235 713,00 EUR **VAT included,** respectively 196 427,50 EUR **VAT excl.** sum of the lines as follows:

- 234 433,00 EUR **VAT included**, respectively 195 360,83 EUR **VAT excl.** for deliverables under line “I. Construction of an early warning system system in Tsarevo, Ahtopol and Lozenets”

- 1 280,00 EUR **VAT included,** respectively 1 066,67 EUR **VAT excl.** for deliverables under line “II. Training for working with the early warning system for the population in Tsarevo, Ahtopol and Lozenets”

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.

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

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