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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No <CB005.3.12.001 - PP – Supply 7>

financed from the general budget of the Union

Trakya University

Trakya Üniversitesi Rektörlüğü Balkan Yerleşkesi 22030 Edirne, Türkiye

Represented by: Assoc. Prof. Emre Atilgan

(‘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 <**Cross-border Regions Collaborate for BLUE GROWTH” (BLUE GROWTH COLLABs) project**>**

**Contract title < SUPPLY OF LABORATORY EQUIPMENT FOR THE PURPOSES AND FUNCTIONING OF SCIENTIFIC LABORATORIES OF THE BLUE GROWTH RESEARCH CENTRE AT TRAKYA UNIVERSITY IN LOTS**

**Lot 1 Supply of GC-MS MS**

**Identification number** <CB005.3.12.001 - PP – Supply 7>

**Article 1 Subject**

* 1. The subject of the contract shall be:

the delivery, siting and installation and after-sales services of the following supplies:

Lot 1 **Supply of GC-MS MS**

|  |  |  |
| --- | --- | --- |
| **Item Number** | **Item** | **Number of Units** |
| **1** | **GC-MS MS** | **1 pc** |

The place of acceptance of the supplies shall be Edirne, Trakya University, Balkan Yerleşkesi 22030 Edirne, Türkiye, the time limits for delivery shall be 90 days and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from date of signature of the contract by parties 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.

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]

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**

The visibility rules for EU financed projects shall be respected by the Contractor, according to the guidelines of the European Commission and the Managing Authority of the Interreg-IPA Cross-border Cooperation Bulgaria-Turkey Programme.

Done in English in two originals, one original being 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: |  |
|  | | | |

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 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)