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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No СВ005.2.12.116-LP-SU-3-L1/

СВ005.2.12.116-LP-SU-3-L2/

СВ005.2.12.116-LP-SU-3-L3

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

**Municipality of Sungurlare**

Official registration number: 000057250

Address: Georgi Dimitrov 2 Str. 8470 Sungurlare, 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 CB005.2.12.116 “Joint nature protection”**

**CONTRACT TITLE “Supply of specialized equipment”**

**Identification number** СВ005.2.12.116-LP-SU-3

**Article 1 Subject**

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

Lot 1 – Supply of skid steer loader and attachments

Lot 2 – Supply of garden chipper

Lot 3 – Supply of tipper truck

The place of acceptance of the supplies shall be the town of Sungurlare, Republic of Bulgaria. The time limits for delivery shall be up to 5 months from the signing of the contract 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 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 contractor shall be authorized from the manufacturer of the proposed vehicle/machine, subject of the contract, with the rights to trade with, to service and to repair the proposed vehicle/machine, subject of the contract.

**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 contract price shall be ……….. **EUR** **VAT excluded,** respectively ……………. **EUR** **VAT included,** as the sum of the Lot prices as follows:

* **Lot 1**: ………….. **EUR** **VAT excluded,** respectively ………….. **EUR** **VAT included**
* **Lot 2**: ………….. **EUR** **VAT excluded,** respectively ………….. **EUR** **VAT included**
* **Lot 3**: ………….. **EUR** **VAT excluded,** respectively ………….. **EUR** **VAT included**

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);
* 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **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)