# *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**

**Municipality of Dimitrovgrad**, with address in the city of Dimitrovgrad, 15 “G.S.Rakovski” Blvd., represented by the Mayor of the municipality ...................................... and Mrs.Siyka Georgieva, Shief Accountant, BULSTAT 000903533, VAT № BG BG000903533, as a leading partner according to Interreg – IPA CBC Bulgaria – Turkey Programme

(‘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** No CB005.2.11.113 “Joint Initiatines for Flood Resilience Across Watersheds in CB Region/ FLOOD RESILIENCE”, Priority Axis: Environment, Specific Objective**:** 1.1. Preventing and mitigating the consequences of natural and man-made disasters in the cross-border area, Type of project:Investment

**CONTRACT TITLE** Supply of Multifunctional vehicle with a full range equipment

**Identification number:** CB005.2.11.113 – SUPPLY -01

**Article 1 Subject**

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

## Multifunctional vehicle with a full range equipment.

The place of acceptance of the supplies shall be Town of Dimitrovgrad, 6400, Municipality of Dimitrovgrad, Bulgaria, 15 G. S. Racovski Blvd., the time limits for delivery shall be 90 days of receiving a commencement order from the Contracting Authority and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from receiving a commencement order from the Contracting Authority 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 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.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |

Name........................................... Name:

Title.............................................. Title: Mayor

Signature.................................... Signature....................................

Date........................................... Date............................................

Name: Siyka Georgieva

Title: Chief Accountant

Signature.....................................

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