



DRAFT SUPPLY CONTRACT



SUPPLY CONTRACT IN THE FRAME OF THE SRDP GRANT SCHEME

NO xx.xxx(xx).xx.xx.xxx

Beneficiary:

Address

Reference

("The Contracting Authority"),

and

<Full official name of Contractor>
[Legal status/title]¹
[Official registration number]²
[Full official address]
[VAT number]³, ("the Contractor")

of the one part,

have agreed as follows:

of the other part,

CONTRACT TITLE <Contract title>

Identification number < reference procedure>

(1) Subject

1.1 The subject of this Contract is <Contract title> at <Location> with identification number < reference> ("the supplies").

The place of acceptance of the supplies shall be <.....>, the time limits for delivery shall be <.....> and the Incoterm applicable shall be <DDP>⁴. The implementation period shall run from (Specify the date on which implementation of the contract is to commence) to <date for provisional acceptance>.

1.2 The Contractor shall comply strictly with the terms of the Contractual Conditions and the technical annex.

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document - number

³ Except where the contracting party is not VAT registered.

⁴ DDP (Delivered Duty Paid) - Incoterms 2000 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>



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- 1.3** [The supplies which form the subject of the contract / lots no..... must be accompanied by the spare parts described by the Contractor in his tender] and by [the accessories / other items necessary for using the goods over a period of ..., as specified in the instructions to Tenderers].

Article 2 Origin

The supplies must originate in a Member State of the European Community or a country covered and/or authorised by the specific instrument applicable to the MEDA programme. A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

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 <euros >.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.

3.3 Payments shall be made in accordance with the General and/or Special Conditions (Article 14).

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);
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The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.



DRAFT SUPPLY COTRACT



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

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

