

## C. DRAFT CONTRACT

### SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

#### FINANCED FROM EDF/UNIDO

TESE – Associação para o Desenvolvimento pela Tecnologia, Engenharia, Saúde e Educação, Rua S. Filipe Nery, nº 25 B, 1250 - 225 Lisboa, Portugal ("The Contracting Authority"), VAT number 506007910.

of the one part,

and

<Full official name of Contractor>

[Legal status/title]<sup>1</sup>

[Official registration number]<sup>2</sup>

[Full official address]

[VAT number]<sup>3</sup>,

("the Contractor")

of the other part,

have agreed as follows:

**CONTRACT TITLE :** Supply, delivery and unloading of materials for Low Voltage Electrical Grid for Community Programme for Access to Renewable Energy in Bambadinca, Guinea-Bissau

**Identification number:** Supply Electrical Grid 2\_PCAER 2011/231-830

#### Article 1 Subject

1.1 Supply, delivery and unloading equipment in Bambadinca (Guinea-Bissau) for electrical Grid, of the supplies described in Annex II + III: Technical specifications + Technical offer.

The place of acceptance of the supplies shall be Bambadinca (Bafatá, Guinea-Bissau), the time limits for delivery shall be 90 (ninety days) from contract signature and the Incoterm

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<sup>1</sup> Where the contracting party is an individual.

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

<sup>3</sup> Except where the contracting party is not VAT registered.

applicable shall be DDP<sup>1</sup>.

The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> 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 supplies which form the subject of the contract must be accompanied by the spare parts described by the Contractor in its tender.

## **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.

## **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 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);

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<sup>1</sup> DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

- Annex VI-Tax and customs arrangements

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 3 originals, two originals being for the Contracting Authority, one original, and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date: