

***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

Central Finance and Contracts Unit (CFCU) with its office at, T.C. Hazine ve Maliye Bakanlığı
Kampüsü E Blok İnönü Bulvarı No:36 06490 Emek, Ankara / Turkey

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

PROJECT IPA 2018/41640/05/Turkey/Energy

CONTRACT TITLE Supply of Equipment for Photovoltaic Applications for BOTAS and TEMSAN

Identification number NEAR/ANK/2021/EA-OP/0077

Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, unloading, siting and installation, commissioning, testing, inspection, training and warranty services of the following supplies:

Item No	Description	Quantity
1	TEMSAN Ankara SPP	1
2	BOTAS SARIL SPP	1

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.

3	BOTAS PS-5 SPP	1
4	BOTAS Silopi SPP	1
5	BOTAS IDIL SPP	1
6	BOTAS PS-3/A SPP	1
7	BOTAS PIRINCLIK SPP	1
8	TEMSAN DIYARBAKIR SPP	1
9	BOTAS SULTANHANI SPP	1

The place of acceptance of the supplies shall be Appendix A to Annex II + III technical specifications and technical offer, the time limits for delivery shall be 210 calendar days and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from date of commencement 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 None of the supplies must be accompanied by an additional 'lot' consisting of spare parts and/or consumables..

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 <insert price>.
- 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);

⁴ DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: