

## A3 \_ DRAFT SUPPLY CONTRACT

Contract Reference No.: A09-1

<Full name and address of the contracting authority>

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

<Full official address>

<VAT number><sup>1</sup>

<Authorised representative>, (‘the contractor’)

of the other part,

have agreed as follows:

### CONTRACT

#### Article 1: Subject

- 1.1. The subject of the contract shall be the [supply], [delivery], [unloading], [siting and installation] of the supplies as described in the Technical Specifications (Annex III) attached to this contract.
- 1.2. The place of acceptance of the supplies shall be <insert place>, the time limits for delivery shall be <insert date and time> and the applicable Incoterm shall be Delivery Duty Paid (DDP)<sup>2</sup>.
- 1.3. The warranty of goods supplied must remain valid for a period of at least <number> calendar days after the date of provisional acceptance.
- 1.4. The implementation period of tasks shall be <number> calendar days starting from signature of the contract.
- 1.5. The contractor shall comply strictly with the terms of the technical specifications (Annex III) and the technical offer (Annex IV).

#### Article 2: Origin

- 2.1. All goods purchased may originate in any country, as defined in Article 10 of the Special Conditions.

#### Article 3: Price

- 3.1 The price of the supplies shall be that shown on the financial offer (Annex V). The total maximum contract price shall be EUR <amount>.
- 3.2 Payments shall be made in euro (EUR), in accordance with Articles 26 to 28 of the General Conditions and Special Conditions.

#### Article 4: Order of precedence of contract documents

- 4.1. The contract is made up of the following documents, in order of precedence:
  - the contract agreement;
  - the special conditions (Annex I);
  - the general conditions (Annex II);
  - the technical specifications (Annex III);
  - the contractor’s technical offer (Annex IV);

<sup>1</sup> Except where the contracting party is not VAT registered.

<sup>2</sup> <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

- the contractor's financial offer (Annex V);
- the relevant forms and other documents (Annex VI);

4.2. 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: Specific conditions applying to the contract**

5.1. Any written communication between the Parties shall be in English or Albanian and sent to the contact persons and contact details specified below:

<i><b>For the contracting authority</b></i>	<i><b>For the contractor</b></i>
<Contracting authority name>	<Contractor name>
<Contracting authority address>	<Contractor address>
<Name of authorised representative>	<Name of authorised representative>
<Email of authorised representative>	<Email of authorised representative>
<Phone of authorised representative>	<Phone of authorised representative>

5.2. Other applicable specific conditions applying to the contract shall be as specified in Annex I attached.

#### **Article 6: Other provisions**

6.1. This agreement shall be governed by Albanian Law, the respective financing agreement and YSBB internal regulations/guidelines.

6.2. The following Annexes to the Contract shall constitute components of the Contract:

- Annex I - special conditions;
- Annex II - general conditions;
- Annex III - technical specifications;
- Annex IV - technical offer;
- Annex V - financial offer;
- Annex VI - forms and other documents.

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This Contract is prepared in two copies, one being for the contracting authority and one being for the contractor.

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**For the contracting authority**

**For the contractor**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_