

A3 _ DRAFT SUPPLY CONTRACT

Contract Reference No.: A05-1

<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>

<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 At Place (DAP)¹.
- 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);
 - the contractor’s financial offer (Annex V);

¹ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

- 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>For the contracting authority</i>	<i>For the contractor</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.

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

For the contracting authority

For the contractor

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____