# *B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES*

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No CB006.2.12.122-LP-Equipment

For Lot 1 “Firefighting gear and personal protective equipment and clothing” – Ref. No. CB006.2.12.122-LP-EQUIPMENT–L1

**and/or**

For Lot 2 “Firefighting equipment” – Ref. No. CB006.2.12.122-LP-EQUIPMENT – L2

**financed from the general budget of the Union**

**Association of South Western Municipalities,**

**23 Todor Alexandrov Str.,**

**Floor 3, office 32**

**2700 Blagoevgrad, Bulgaria**

**UIC 101536112**

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT CROSS-BORDER COOPERATION IN FOREST FIRE FIGHTING**

**CONTRACT TITLE SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT, PROTECTIVE CLOTHING AND OTHER FIRE-FIGHTING EQUIPMENT AND GEAR**

**Identification number CB006.2.12.122-LP-Equipment**

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply and delivery of the following supplies:

Personal protective equipment, protective clothing and other fire-fighting equipment and gear, divided in 2 lots:

LOT 1: Firefighting gear and personal protective equipment and clothing:

* Fire-fighting gear professional firefighting equipment for forest firefighters – protective gear and equipment (firefighter clothes for forest fires (68 pcs); wildland fire boots (68 pcs); fire gloves (68 pcs); firefighter helmet for forest fires made of copolymer plastic (68 pcs); anti-smoke protective mask (68 pcs); balaclava fireproof protection mask (68 pcs)) must comply to rigorous standards and is completely different from general retail items.

and/or

LOT 2: Firefighting equipment:

* Extinguisher backpack pump (51 pcs); Portable fire pump (17 pcs); Fire-fighter hose (17 pcs); Motor saw (17 pcs)

All supplies must comply with the requirements laid out in ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER and the relevant quality standards explicitly stated therein.

The place of acceptance of the supplies shall be **23 Todor Alexandrov Str., 2700 Blagoevgrad, Bulgaria, Floor 3, office 32**, the time limits for delivery shall be 31.12.2022 at 17:00 and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from run from the date of Commencement order as per Art. 19 of the Special conditions until the date of provisional acceptance, but not later than 17.02.2023.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, 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);
* Annex V – Model performance guarantee and/or prefinancing guarantee.

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 legal affairs unit of DG International Partnerships.

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

Done in English in two originals, one original being for the contracting authority and one original being for the contractor.

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| **For the contractor** | | | | **For the contracting authority** | | | |
| Name: | |  | | Name: | | Lyubitsa Tomova | |
| Title: | |  | | Title: | | Executive Director | |
| Signature: | |  | | Signature: | |  | |
| Date: | |  | | Date: | |  | |
|  | |  | | Name: | | Blaga Galabova | |
|  | |  | | Title: | | Financial Assistant | |
|  | |  | | Signature: | |  | |
|  | |  | | Date: | |  | |
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1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)