DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE EDF

The National Authorising Officer of the EDF for and on behalf of the Government of Sierra Leone represented by the Director, National Authorising Office, Tower Hill, Freetown

('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: 11th EDF Support to the Governance Sector in Sierra Leone – FED/SL/038-586

CONTRACT TITLE: Supply, delivery, commissioning and or installation of information technology and other office equipment, motor vehicles and motor cycles for the Governance Sector in Sierra Leone – Civil Service Reform Components

Identification number: **HRMO-PSC/AT/SUP/SL**

[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.

Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, unloading, installation (where applicable), commissioning (where applicable), maintenance (where applicable), after-sales service (where applicable) of the following goods:

Lot 1: IT and other office equipment's

Items No.	General Description of Supplies	Quantity of Item to Supply
1	Photocopiers	16
2	Desktop Computers including UPS	61
3	Giant Printers	24
4	Normal Printers	45
5	Scanners	36
6	Network Equipment	3
7	Public Address System	2
8	Generator	1
9	Air Conditioner -18000 BTU	8
10	Fire Extinguishers	6
11	Fire Printer Reader	7
12	Irish Scanner	7

Lot 2: Motor vehicles and motor cycles

Items No.	General Description of Supplies	Quantity of Item to Supply
1	4x4 Motor vehicle	7
2	Mini Bus	2
3	Motor cycles	9

The place of acceptance of the supplies shall be at various locations **(see the Distribution Table in annex II + III .1 to this dossier)**, the time limits for delivery shall be within 120 days from the date of issuance of the commencement order, and the Incoterm applicable shall be DAP[4]. The implementation period of tasks shall run for 120 days from the date of

[4] <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/

issuance of the commencement order, notified by the Contracting Authority through an administrative order (in accordance with point 15 of the Contract Notice).

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 for lot 3 must be accompanied by the spare parts described by the contractor in its tender and by the accessories and other items necessary for using the goods over a period of one year, as specified in the instructions to tenderers.

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 <……>

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)

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 data controller is the head of legal affairs unit of DG International Cooperation and Development

(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	For the contracting authority
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: