

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

DRAFT CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
COMMUNITY EXTERNAL ACTIONS**

NO <Contract number>

FINANCED FROM THE EC GENERAL BUDGET

Drejtoria e Shendetit Publik, Sarande

Public entity

K53725878G

Lagja nr.4, Prane Spitalit “Petro Nako”, Sarande, Albania

("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:

**CONTRACT TITLE “Purchase of Medical Equipment for
Saranda’s Hospital”**

Identification number: Gr – AL / Grant Contract Cris no. 143-151

Article 1 Subject

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.

1 The subject of the contract is the delivery, installation, maintenance and training by the Contractor of the following goods:

Item No.	Description	Quantity
1	CT Scanner single slice-quantity	1
2	Color Doppler Cardiak Ultrasound	1
3	Portable Monitor	2
4	Holter	1
5	Nebulizer	3
6	Pulse oximeter	1
7	Portable Spirometer	2
8	Binocular Microscope	1
9	Transcutaneous Electrical Nerve Stimulator (TENS)	1
10	Halogen Ophthalmoscope (Retinoscope)	1
11	Portable pulse oximeter	2
12	Suction Aspirator	3
13	Water- Distiller	1
14	Thermostat controled system (Incubator)	1

All items have to be delivered and installed in **Albania at Hospital of Saranda, Sarande** as specified in the Technical Specifications. The Incoterm applicable shall be DDP¹ **excluding the payment of VAT and any other custom/import duties.**

The limit for completion shall be the time limits for delivery shall be 4 months. The implementation period shall run from contract signature by both parties to date of issuing of Provisional Acceptance.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

1.3 NA.

¹ DDP (Delivered Duty Paid) - Incoterms 2000 International Chamber of [Commerce](http://www.iccwbo.org/incoterms/id3040/index.html) - <http://www.iccwbo.org/incoterms/id3040/index.html>

Article 2 Origin

The supplies must originate in a Member State of the European Community or the other Member States of the European Economic Area (Iceland, Liechtenstein and Norway), the official candidate countries (Croatia, FYROM and Turkey) and the beneficiary countries of the CARDS programme (Albania, Bosnia-Herzegovina, Croatia, FYROM and Serbia and Montenegro – including Kosovo under the UNSCR n° 1244). A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

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 <..... euros>.
- 3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.
- 3.3 Payments shall be made in accordance with the Special Conditions (Articles 26).

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];
- 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 should be read in the order in which they appear above.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

For the Contracting Authority

Name:

Title:

Signature:

Date:

Date: