

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

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No 2017/386304 10/1/1.1/1.2.2a

FINANCED FROM THE EDF

CARICOM Implementation Agency for Crime And Security (IMPACS)
#19 Keate Street
Port of Spain
Republic of Trinidad and Tobago
("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: CARIFORUM Crime and Security Programme – CARIFORUM Drug Supply Control Initiatives IMPACS Activities

CONTRACT TITLE Supply of Information & Communication Technology Hardware

Identification number: 2017/386304 10/1/1.1/1.2.2a

Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, unloading and after-sales service of the following supplies:

The place of acceptance of the supplies shall be **#2 Mahogany Court, Wildey Business Park, Wildey St. Michael, Barbados**, the time limits for delivery shall be March 16th 2018 at 16:00 Hrs and the Incoterm applicable shall be [DAP]⁴. The implementation period of tasks shall run from January 10th, 2018 to April 2nd, 2018.

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.

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.

Article 3 Price

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.

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

- 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 <<contract amount goes here>>.
- 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

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

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name: Mr. Earl Harris

Title: Imprest Administrator
Assistant Director Strategic Services

Signature:

Date: