

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

2 DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No IPA III/2024/457-197/TK-001

FINANCED FROM THE GENERAL BUDGET OF THE UNION

REDI Türkiye (ROMAN GİRİŞİMCİLİĞİNİ GELİŞTİRME İNİSİYATİFİ DERNEĞİ)

(‘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: EU Support to REDI Phase II

CONTRACT TITLE: Supply of Equipment for the Implementation of the Project – EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans and Türkiye

Identification number: IPA III/2024/457-197/TK-001

Article 1 Subject

2.1 The subject of the contract shall be the supply of the following supplies:
six laptops, six mobile phones and one network office printer, divided in two (2) lots

lot n° 1: six laptops (three for the project staff and three for the business centre team) and six mobile phones (three for the project staff and three for the business centre’s team);

lot n° 2: one network office printer.

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.

The place of acceptance of the supplies shall be Izmir, Turkiye, the time limits for delivery shall be maximum 60 days from the publishing the tender and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from 30 days from the date of receiving the award notification.

- 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 lots No 1 and 2 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 two years, 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.

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 a maximum EUR 12,925.
- 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);
- the technical offer (Annex III, including clarifications from the tenderer provided during tender evaluation);
- the budget breakdown (Annex IV);

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 contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

⁴ DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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: Serkan Baysak

Title: President

Signature:

Date: