

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS No Ni11/01/2017

FINANCED FROM THE EDF

The National Authorising Officer, Government of Niue, Alofi, Niue
(‘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: Support to Energy Efficiency in Niue – FED/2016/038-870

CONTRACT TITLE: Supply of 11kV Transformers and 11kV
Switchgear for Overhead to Underground Conversion

Identification number: 138-848

Article 1 Subject

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

8x Transformers and 7x 11kV switchgears.

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 Niue Power Corporation Power Plant in Niue, the time limits for delivery shall be 180 days since the contract signature by both parties and the Incoterm applicable shall be (Delivered at Place-DAP⁴). The implementation period of tasks shall run from the signature of the contract by both parties to date for provisional acceptance.

- 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] [lots n^o<insert number>] 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 <period>, 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.

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 NZD <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);
- tax and customs provisions (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.

Done in English in three: one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Contractor.

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

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date: