

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

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE EDF

The Regional Authorising Officer, representing the ECOWAS Commission, Plot 101 Yakubu Gowon Crescent, Asokoro, Abuja, NIGERIA

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]

[<Official registration number>]

<Full official address>

[<VAT number>, (‘the contractor’)]

of the other part,

have agreed as follows:

PROJECT

Support to West Africa Gulf of Guinea Integrated Maritime Security (SWAIMS)

CONTRACT TITLE

Supply, Delivery, Installation, Testing, Maintenance, Training and After Sales Service of Equipment to ECOWAS Maritime Centres and ECOWAS Multinational Maritime Coordination Centres

Identification number EuropeAid/140806/IH/SER/MULTI

Article 1 Subject

- 1.1 The subject of the contract shall be the supply, delivery, installation, testing, maintenance, training and after-sales service of the following supplies **in three (3) lots**:

1.1 - DELIVERY LOCATION/QUANTITY/DISTRIBUTION SCHEDULE

LOT 1: SUPPLY, DELIVERY, INSTALLATION, TESTING, MAINTENANCE, TRAINING AND AFTER-SALES SERVICE OF IT AND RELATED EQUIPMENT TO ECOWAS MARITIME CENTERS AND ECOWAS MULTINATIONAL MARITIME COORDINATION CENTERS

Item	Total Qty	Delivery Location/Quantity/Distribution Schedule											
		Benin	Cape Verde	Cote d'Ivoire	Gambia	Ghana	Guinea	Guinea Bissau	Liberia	Nigeria	Senegal	S. Leone	Togo
1. TV monitoring screens	36	5	5	5	2	5	2	2	2	2	2	2	2
2. Smart LED UHD TV	25	4	4	5	1	4	1	1	1	1	1	1	1
3. Dual channel AIS Base station Receiver (Automatic Identification System)	16	2	2	2	1	2	1	1	1	1	1	1	1
4. Vessel Monitoring System Unit (VMS)	17	2	2	3	1	2	1	1	1	1	1	1	1
5. Data Server	20	3	3	3	1	3	1	1	1	1	1	1	1
6. Desktop Computer Type: All-In-One	46	9	9	11	1	9	1	1	1	1	1	1	1
7. Laptop System with touchscreen	126	25	25	35	2	25	2	2	2	2	2	2	2
8. Printer	25	4	4	5	1	4	1	1	1	1	1	1	1
9. Laser Colour Printer	21	3	3	4	1	3	1	1	1	1	1	1	1

10. Monochrome Laser Printers	25	4	4	5	1	4	1	1	1	1	1	1	1
11. Colour Printer & Photocopier	21	3	3	4	1	3	1	1	1	1	1	1	1
12. Land Mobile VHF Radios	4	1	1	1		1							
13. Handheld VHF radio	20	5	5	5		5							
14. Fixed Mount Marine VHF Radio, class D	16	2	2	2	1	2	1	1	1	1	1	1	1
15. High Frequency Transceivers	16	2	2	2	1	2	1	1	1	1	1	1	1
16. Gulf of Guinea Admiralty Charts	16	2	2	2	1	2	1	1	1	1	1	1	1
17. Territorial Waters Admiralty Charts	16	2	2	2	1	2	1	1	1	1	1	1	1
18. Electronic Chart Display and Information System (ECDIS)	4	1	1	1		1							
19. Portable Standing Air Conditioner, Dehumidifier	25	4	4	5	1	4	1	1	1	1	1	1	1
20. Digital door lock	25	4	4	5	1	4	1	1	1	1	1	1	1
21. CCTV Security system	17	2	2	3	1	2	1	1	1	1	1	1	1

LOT 2: SUPPLY, DELIVERY, INSTALLATION, TESTING, MAINTENANCE, TRAINING AND AFTER-SALES SERVICE OF POWER AND ELECTRICAL

22. Medium Safe	21	3	3	4	1	3	1	1	1	1	1	1	1
23. Small Safe	21	3	3	4	1	3	1	1	1	1	1	1	1
24. Shredder	28	5	5	5	1	5	1	1	1	1	1	1	1
25. Binding Machine	21	3	3	4	1	3	1	1	1	1	1	1	1
26. Microwave oven	21	3	3	4	1	3	1	1	1	1	1	1	1
27. Projector screen	17	2	2	3	1	2	1	1	1	1	1	1	1
28. Binoculars 7x50	23	4	4	3	1	4	1	1	1	1	1	1	1
29. Digital Camera with Intelligent Zoom	16	2	2	2	1	2	1	1	1	1	1	1	1
30. Personal translator	54	11	11	13	1	11	1	1	1	1	1	1	1

EQUIPMENT TO ECOWAS MARITIME CENTERS AND ECOWAS MULTINATIONAL MARITIME COORDINATION CENTERS													
Item	Total Qty	Delivery Location/ Quantity/Distribution Schedule											
		Benin	Cape Verde	Cote d'Ivoire	Gambia	Ghana	Guinea	Guinea Bissau	Liberia	Nigeria	Senegal	S. Leone	Togo
1. Stand-by Generator	4	1	1	1		1							
2. Heavy duty Uninterrupted Power Supply	16	2	2	2	1	2	1	1	1	1	1	1	1
3. Automatic Voltage Regulator- Stabilizer	112	21	21	25	3	21	3	3	3	3	3	3	3
4. Solar Power Inverter	66	12	12	14	2	12	2	2	2	2	2	2	2

LOT 3: SUPPLY, DELIVERY, INSTALLATION, TESTING, MAINTENANCE, TRAINING AND AFTER-SALES SERVICE OF FIRE SAFETY AND RELATED EQUIPMENT TO ECOWAS MARITIME CENTERS AND ECOWAS MULTINATIONAL MARITIME COORDINATION CENTERS

Item	Total Qty	Delivery Location/ Quantity/Distribution Schedule											
		Benin	Cape Verde	Cote d'Ivoire	Gambia	Ghana	Guinea	Guinea Bissau	Liberia	Nigeria	Senegal	S. Leone	Togo
1. Industrial wired heat, smoke or carbon monoxide alarm system	21	3	3	4	1	3	1	1	1	1	1	1	1
2. 12kg ABC Powder XTR Fire Extinguishers	25	4	4	5	1	4	1	1	1	1	1	1	1
3. Chrome Effect 2 kg Carbon Dioxide Fire Extinguisher - Polished Aluminium	21	3	3	4	1	3	1	1	1	1	1	1	1
4. 1 Litre Water Mist Fire Extinguishers	33	4	4	5	2	4	2	2	2	2	2	2	2
5. First aid kit+ resuscitation oxygen set + Diagnostic kit	21	3	3	4	1	3	1	1	1	1	1	1	1

See Annex II for general description of the supplies, including quantities

The place of acceptance of the supplies shall be at the ECOWAS Maritime Centres and ECOWAS Multinational Maritime Coordination Centres in Benin, Cape Verde, Cote d'Ivoire, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Nigeria, Senegal, Sierra Leone and Togo (delivery locations listed in Annex II), the time limits for delivery shall be 120 days and the Incoterm applicable shall be DDP¹. The implementation period of tasks shall be 120 days from start of implementation of tasks to 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 Lot 2: Supply, Delivery, Installation, Testing, Maintenance, Training and After Sales Service of Power and Electrical Equipment 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 (1) 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 <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);
- 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.

¹ DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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 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: