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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: 48-00-0086/2019-28/1

**financed from the EU general budget of the Union**

The Government of the Republic of Serbia, represented by the Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU), Sremska 3-5 St, 11000 Belgrade,

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT**

**CONTRACT TITLE**

**„Procurement of Equipment for Plant Variety Testing“**

**Identification number:** NEAR/BEG/2021/EA-OP/0081

**Article 1 Subject**

* 1. The subject of the contract shall be:

The supply, delivery, unloading, installation of the following supplies:

|  |  |  |
| --- | --- | --- |
| **LOT 1: Supply of fruit bearing /vineyard tractor** | | |
| Item n◦ | Item | Quantity |
| 1 | **Fruit – bearing /vineyard tractor** | 3 |

The place of acceptance of the supplies shall be: Fruit research Insitute Čačak, Address: 9 Kralja Petra, Čačak (quantity 1) ; Faculty of Agriculture, University of Novi Sad, Department of Fruit growing, Viticulture, Horticulture ana Lanscape Architecture Address: 35 Karlovačkih djaka, Sremski Karlovci (quantity 1); Faculty of Agriculture, University of Belgrade (trial station “Radmilovac” Address: bb Smederevski put, Vinča, Belgrade (quantity 1), the time limits for delivery shall be 120 days and the Incoterm applicable shall be DDP[[4]](#footnote-4).

The implementation period of tasks shall run 180 days from commencement date to the date for Provisional acceptance.

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 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.

**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 <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: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)