

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

**DRAFT CONTRACT**  
**SUPPLY CONTRACT FOR EUROPEAN**  
**UNION EXTERNAL ACTIONS**

No <Contract number>

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Komesarijat za izbeglice i migracije, Narodnih Heroja 4, 11070 Novi Beograd, Serbia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>, (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT “EU Support to Migration Management in Serbia – Reception and protection services”, IPA/2019/411-187**  
**CONTRACT TITLE “Supply of meals for refugees, migrants and asylum seekers”**

**Identification number** : EuropeAid/ 2019/411 -187/404-75

**Article 1 Subject**

- 1.1 The subject of the contract shall be the supply of raw material, preparation of meals, transport , delivery, unloading and distribution by the contractor of the following supplies:

Item No.	Item name	Estimated quantity
1	Breakfast	1.404.525
2	Hot lunch	1.404.525
3	Hot dinner	1.404.525

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

<sup>3</sup> Except where the contracting party is not VAT registered.

in one lot

The place of acceptance of the supplies shall be reception centers in Serbia as per Annex II A – Delivery list & Map, the time limits for delivery shall be daily throughout the duration of the contract and the Incoterm applicable shall be DDP<sup>4</sup>. The implementation period of tasks shall run from the contract signature by both parties until June 12, 2021.

The provisional acceptance of the supply will follow the procedure in Special conditions, article 31.1.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 N/A

## **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).

a) Unit price per breakfast (including snack): \_\_\_\_\_EUR

b) Unit price per lunch (including snack): \_\_\_\_\_EUR

c) Unit price per dinner: \_\_\_\_\_EUR

The prices above shall be applied and paid based on the actually delivered quantities of meals by the Contractor and under the conditions laid down in article 26 of Special conditions.

Price to be paid shall be obtained by multiplying the daily quantities of meals ordered by the Contracting authority and delivered by the Contractor, with the unit price of each meal.

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);

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

- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);
  - LEF;
  - FIF;
  - Performance guarantee;
  - Provisional/final acceptance certificate.

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, two originals being for the contracting authority, and one original being for the contractor.

### **For the contractor**

Name:

Title:

Signature:

Date:

### **For the contracting authority**

Name:

Title:

Signature:

Date: