# *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**

Commissariat for Refugees and Migration of the Republic of Serbia, Narodnih heroja 4, 11070 Belgrade, Serbia

(‘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 “EU Support Migration Management in Serbia – Reception and protection services II” IPA/2020/418 - 074**

**CONTRACT TITLE: Supply of Vehicles**

**Identification number: Europe Aid/ 2020/418 -074/404-83**

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply and delivery of the following supplies - Motor vehicles:

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity** | **Make and model** |
| Light duty truck | 3 |  |

as described in ANNEX II + III;

The place of acceptance of the supplies shall be at Commissariat for Refugees and Migration Republics of Serbia, Belgrade, the time limits for delivery shall be 2 months and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from the contract signature by both parties to date of the contract.

* 1. The contractor shall comply strictly with the terms of the special conditions and the technical annex.
  2. 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).

**The total maximum contract price shall be \_\_\_\_\_\_\_\_\_ EUR**.

3.2 The unit prices referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. The unit prices shall be firm and shall not be subject to revision for orders placed during the performance of the contract.

3.3 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);
* LEF
* FIF
* 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 aythority to the European Commission

1. the controller for the processing of personal data carried out within the Commission is the head of contacts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.
2. 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** | | **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)