# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No :.................................................

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

Commissariat for Refugees and Migration Republic of Serbia, Narodnih heroja 4, 11070 Novi Beograd

Official registration number: 07898100

VAT number: 102199609

(‘The contracting authority’),

of the one part,

and

<Full official name of the 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 to Migration Management in Serbia - Reception and protection services III”**

**CONTRACT TITLE “Supply of fuel for SCRM”**

**Identification number: EuropeAid** IPA/2022/435-352/2025-1, BUDGET LINE 2.2.1.

**Article 1 Subject**

* 1. The subject of the contract shall be:

The Fuel Supply for SCRM Vehicles of the following supplies in the following quantities:

* **70.000 l of Euro Diesel and**
* **15.000 l gasoline BMB.**

**The place of acceptance of the supplies shall be gas stations, the time limits for delivery shall be daily and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from 01th October 2025 until 31th December 2026.**

* 1. The contractor shall comply strictly with the terms of the special conditions and the technical annex. The quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the Contracting Authority to buy any of them. The Contracting Authority may at its own discretion purchase fewer or more quantities that the estimated quantities per item.
  2. The Contracting Authority may, at its own discretion extend this contract. Any extension will be conditioned and limited by the Project duration, the availability of corresponding budgetary funds and the satisfactory fulfilment of its obligations by the Contractor.
  3. The Contractor shall comply strictly with the terms of the Special Conditions and the Technical Specifications (Annex II).
  4. The implementation period will start from the signature of the contract by the contracting parties and will last until the end of implementation of the Project “EU Support to Migration Management in Serbia - Reception and protection services III” ( point 1.1)
  5. **For the purposes of monitoring the implementation of the contract and accounting monitoring of payments, the contractor will open separate batches - advance invoices for each type of fuel separately.**

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, 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 - value shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD.

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 ).

**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);
* 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 <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

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.

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| **For the contractor** | | **For the contracting authority** | | |
| Name: |  | Name: | Nataša Stanisavljević | |
| Title: |  | Title: | Commissioner | |
| Signature: |  | Signature: |  | |
| Date: |  | Date: |  | |
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1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)