

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

DRAFT CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

No (CRIS) <Contract number>

FINANCED FROM THE EU GENERAL BUDGET

The European Union, represented by the Delegation of the European Union to the Republic of Serbia, on behalf of and for the account of the Republic of Serbia.

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>
[Legal status/title]¹
[Official registration number]²
[Full official address]
[VAT number]³, ("the Contractor")

of the other part,

have agreed as follows:

"Capacity building to implement 'acquis' standards and conventions in nature protection — supplies for implementation of Natura 2000 and CITES - re-launch (ex -Lot 3: CITES Vehicles for the transport of live animals)", Republic of Serbia

Identification number: EuropeAid/133834/DH/SUP/RS

Article 1 Subject

1.1 The subject of the contract is the supply, delivery, customisation, installation and commissioning by the Contractor of the following goods:

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document - number

³ Except where the contracting party is not VAT registered.

Lot 1: CITES Vehicles -Vans			
No.	Item	MAEP	Total
1.	Large van	1	1
2.	Small van	4	4
Lot 2: CITES Vehicles -4x4 Pick Up truck			
No.	Item	MAEP	Total
1.	Double Cabin 4x4 Pick Up Truck	1	1

in two lots at the place of delivery indicated in Annex II+III "Technical Specifications + Technical Offer". The time limits for delivery and the implementation period of the tasks shall be 5 months from the commencement date to the date for provisional acceptance for lot 1 and 2, and the Incoterm applicable shall be DDP⁴.

- 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.

Article 3 Price

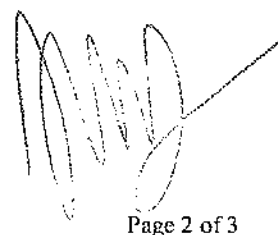
- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be <.....euros>.
- 3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

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];

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



- 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
 - Performance guarantee
 - Pre-financing 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.

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:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

