

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

DRAFT CONTRACT
SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS

CRIS No. 2013/xxx-xxx

FINANCED FROM THE EU GENERAL BUDGET

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

CONTRACT TITLE

Supply of IT Equipment for the Strengthening capacities of the Audit Authority

Identification number: EuropeAid/134946/L/SUP/RS

Article 1 Subject

- 1.1 The subject of the contract shall be the delivery, installation, commissioning and training of the following supplies:

Notebook	16 pcs
PC Workstation with UPS	16 pcs
External USB with hard disk drive	6 pcs
Server	1 pcs
Data Storage	1 pcs
Rack Mount UPS	1 pcs
Rack mount Ethernet network switch (layer 2)	2 pcs
Server rack	1 pcs
Black and white A4 laser printer	4 pcs
Color A4 laser network printer	2 pcs
Scanner A4 with ADF	2 pcs
Portable Scanner	10 pcs

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.

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Fax laser printer	2 pcs
Multifunction copier	2 pcs
Video projector with screen	1 pcs
Laser distance meter	5 pcs
GPS Device	5 pcs
Digital photo camera	10 pcs
Network Attached Storage – NAS device	2 pcs
Digital video recorder surveillance system	1 pcs

The place of acceptance of the supplies shall be the Audit Authority Office of EU Funds, Government of the Republic of Serbia, Nemanjina 4, 11000 Belgrade, Serbia, the time limits for delivery shall be 60 days after the Commencement Date and the Incoterm applicable shall be DDP¹. The implementation period of tasks shall be 60 days from the Commencement Date.

- 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 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
 - BAF

¹ DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

- Performance guarantee
- Certificate of provisional acceptance.

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:

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