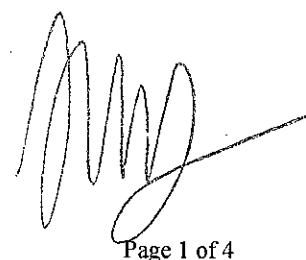


***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES***

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DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

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 Mobile Flood Defense Equipment

Identification number EuropeAid/137461/DH/SUP/RS

Article 1 Subject

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

FLOOD DEFENSE MOBILE EQUIPMENT (hME=1,25m) in one lot

The place of acceptance of the supplies shall be at the storage places determined by the Beneficiary institution in the Belgrade area, the time limits for delivery shall be 365 days

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.

and the Incoterm applicable shall be DDP⁴. The implementation period of tasks shall run from the commencement date of the contract until the provisional acceptance.

- 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 ████████ EUR.
- 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

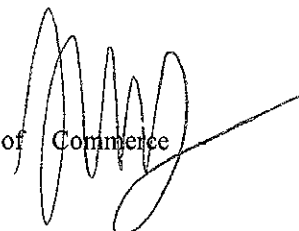
The contract is made up of the following documents, in order of precedence:

- 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);
- 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.

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



For the Contractor

Name:

Title:

Signature:

Date:

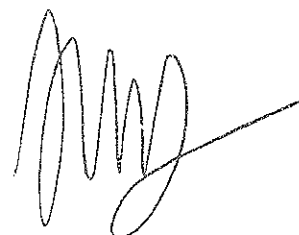
For the Contracting Authority

Name:

Title:

Signature:

Date:

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