

***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:

PROJECT

01. "Support to the Rule of Law System"

CONTRACT TITLE

"Implementation of new criminal procedure code — support to the rule of law system in Serbia", Serbia

Identification number EuropeAid/133782/DH/SUP/RS

Article 1 Subject

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

Item no.	Item title	Quantity
1	Static Interview Recording System	90
1.1	Static audio video interview recorder	90
1.2	Ceiling Microphone	90
1.3	Table Microphone	90
1.4	PTZ Colour Camera	90
1.5	Dome Camera	90

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.

Item no.	Item title	Quantity
2	Portable Interview Recording System	12
2.1	<i>Portable audio video interview recorder</i>	<i>12</i>
2.2	<i>Interview Camera</i>	<i>12</i>
2.3	<i>Table Microphone</i>	<i>12</i>
3	Notebook	102
4	Annotation Software	102
5	Transcription software	102
6	Network Attached Storage 10TB	4
7	Network Attached Storage 4TB	79
8	Video conference system	2

in one lots at the places of delivery indicated in Annex II+III "Technical Specifications + Technical Offer". The place of acceptance (formal signature of the provisional acceptance, after all locations of delivery and installation have been inspected) of the supplies shall be organised at the following address: RPPO, Belgrade, Nemanjina 22, Serbia.

The time limits for delivery shall be 60 days from the commencement date and the implementation period of the tasks shall be **90 days** from the commencement date to the date for provisional acceptance, and the Incoterm applicable shall be DDP¹.

- 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:

¹ DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

B

- 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 (LEF, BAF, pre-financing guarantee, performance guarantee and acceptance certificate) (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.

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:

3