B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE GENERAL BUDGET OF THE UNION

The European Union, represented by the European Delegation to 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
Refurbishment of Europe House in Belgrade - supply of IT/AV equipment

Identification number: NEAR/BEG/2023/EA-LOP/0264

Article 1 Subject

1.1 The subject of the contract shall be: the supply, delivery, unloading, installation, and other Contractor's obligations as specified in Annex II+III.

The place of acceptance of the supplies shall be **Progress building, ground floor in 8 – 10 Zmaj Jovina street, Belgrade, SERBIA**, the time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be DDP[4].

[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.

[4] DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - http://www.iccwbo.org/incoterms/

The implementation period of tasks shall run from the commencement date until provisional acceptance (corresponding to 60 days + 15 for Provisional Acceptance Certificate (PAC) request + 30 days for provisional acceptance issuance.

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.

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 shall be EUR <insert price> .

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)];

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, the data controller is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations. 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, two originals being for the European Commission and one original being for the contractor.

For the contractor	For the contracting authority
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Electronically signed on 21/12/2023 11:42 (UTC+01) in accordance with Article 11 of Commission Decision (EU) 2021/2121