# *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**

Municipality of Bojnik

Trg slobode 2-4,

16205 Bojnik, Serbia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT IMPRESS – Investment Management for PREservation of the cultural heritage in the croSS-border region**

**CONTRACT TITLE Supply of equipment**

**Identification number CB007.2.11.098-SU1**

**Article 1 Subject**

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

LOT 1:

ROOF SYSTEM A - OUTSIDE DIMENSION width 750cm x deep 600cm x height 450cm (in the middle height 571cm); quantity 1

LOT 2:

THE STAGE DECK - DIMENSION 700X600CM, antislip surface, outdoor use; quantity 1

LOT 3:

AUDIO SYSTEM; quantity 1

LOT 4:

LIGHTING SYSTEM; quantity 1

The place of acceptance of the supplies shall be Municipality of Bojnik; Trg slobode 2-4, 16205 Bojnik, Serbia, the time limits for delivery shall be 30 days and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for 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 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**

The following conditions to the contract shall apply: The visibility rules for EU financed projects shall be respected by the Contractor, according the guidelines of the European Commission and the Managing Authority of the Interreg-IPA Crossborder Cooperation Bulgaria-Serbia Programme.

Done in English in three originals, two originals being for the contracting authority, and one original being for the contractor.

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| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Nebojsa Nenadovic |
| Title: |  | Title: | Mayor |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-4)