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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No. HUSRB/1903/31/0075-5/catamaran, powerboat and trailer 6.1.2; 6.1.3 and 6.1.4

**financed from the general budget of the Union**

**City of Sombor**

**Trg cara Uroša no. 1, 25000 Sombor**

**Official registration number: 08337152**

**VAT number: 100123158**

(‘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 Development of barrier-free tourism in the Baja-Sombor cross-border area; Ref. no. HUSRB/1903/31/0075**

**CONTRACT TITLE: Supply of Catamaran, Powerboat with a trailer and Kayak trailer for the project BAJA- SOMBOR TOURISM4ALL**

**Identification number HUSRB/1903/31/0075-5/catamaran, powerboat and trailer 6.1.2; 6.1.3 and 6.1.4**

**Lot no. 2 – Powerboat with a trailer and Kayak trailer**

**Article 1 Subject**

* 1. The subject of the contract shall be the **supply** and **delivery** of the following supplies:

|  |  |  |
| --- | --- | --- |
| **Item no.** | **Product specification** | **Quantity** |
| 1 | Boat, outboard engine and motorboat trailer with next characteristics:  A) Boat:  - Material: three-layer polietilen "schock-resistant"  - Number of persons: 5  - Length: 4.5 meters  - Width: 1.8 meters  - Steering wheel control  - Engine power: 20 to 40 hp  - Self-emptying boat trough  B) Outboard engine  - Four-stroke engine  - Power: 30 hp  - With electric injection and hydraulic trim  - Number of cylinders: 3  - Volume: from 500 cm3 to 530 cm3  - Weight: up to 75 kg  C) Motorboat trailer  - Load capacity: up to 750 kg  - Trailer must be galvanized with rollers and winch  - Trailer must have all the technical documentation for the registration as trailer adequate for public traffic | 1 set |
| 2 | Kayak trailer with next characteristics:  - Load capacity: up to 750 kg  - intended for the transport of 16 single-seater or two-seater kayaks  - Trailer must have all the technical documentation for the registration as trailer adequate for public traffic | 1 pc |

The place of acceptance of the supplies shall be **Sombor, Trg cara Uroša no. 1** the time limits for delivery shall be **2 months** and the Incoterm applicable shall be **DDP**[[4]](#footnote-4) **excluding VAT**. The implementation period of tasks shall run from **October 11th 2021** to **December 11th 2021**.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 N/A.

**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 <insert price> RSD.

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.

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: | **Antonio Ratković** |
| 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 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)