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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No. HUSRB/1903/31/0075-6/minibus 6.1.1

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

**City of Sombor**

**Trg cara Uroša no. 1, 25101 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 minibus for the project BAJA-SOMBOR TOURISM4ALL**

**Identification number HUSRB/1903/31/0075-6/minibus 6.1.1**

**Article 1 Subject**

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

|  |  |  |
| --- | --- | --- |
| **Item no.** | **Product specification** | **Quantity** |
| 1 | Minibus with min. 13 seats and ramp-platform for the disabled passengers | 1 pc |

The place of acceptance of the supplies shall be **Sombor, Trg cara Uroša no. 1** the time limits for delivery shall be **50 days** and the Incoterm applicable shall be **DDP**[[4]](#footnote-4) **excluding VAT**. The implementation period of tasks shall run from **May 11th 2022** to **June 30st 2022**.

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);

**Article 5 Other specific conditions applying to the contract**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

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)