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

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

REF. NO 19SER01/01/51-10-ICT

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Innovation Fund

Headquarters: Nemanjina 22-26

Offices: Veljka Dugoševića no. 54

11000 Belgrade, Republic of Serbia

VAT 104403200

ID 20154691

(‘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** Increased innovation capacity and growth of SMEs, IPA 2019 - Direct Award to the Innovation Fund

**CONTRACT TITLE Computer equipment**

**Identification number** 19SER01/01/51-10-ICT

**Article 1 Subject**

* 1. The subject of the contract shall be:

• Under Lot 1: the supply, delivery, installation and tuning of 2 (two) multifunctional copier/printer/scanner units.

and/or

• Under Lot 2: the supply and delivery of the ICT hardware and software items specified in the tender dossier. Lot 2 includes 1 (one) laptop type A, 15 (fifteen) laptops type B, 20 (twenty) laptops type C, 10 (ten) desktop computers type A, 20 (twenty) desktop computers type B, 10 (ten) monitors, 1 (one) scanner, 1 (one) network attached storage (NAS), 2 (two) network switches, 66 (sixty-six) office software licenses, 110 (one hundred ten) file archiving software licenses, 100 (one hundred) external SSD storage devices (1 TB), and 50 (fifty) computer headsets, and 5 (five) security keys for strong authentication.

The place of acceptance of the supplies shall be Veljka Dugoševića no. 54/B4/2nd floor, 11000 Belgrade, Republic of Serbia, the time limits for delivery shall be

* Lot 1: Multifunctional copier/printer/scanner units - within 30 days from the date of contract signing.

and/or

* Lot 2: IT Hardware and Software - within 60 days from the date of contract signing.

and the Incoterm applicable shall be DAP[[4]](#footnote-4). The implementation period of tasks shall run from contract signing date to <date for provisional acceptance>.

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 (if applicable) 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/RSD] <insert price> [<Payments under this contract will be made in the EUR or RSD depending on the legal entity place of registration in line with the national regulation. For the legal entities registered in the Republic of Serbia payments under this contract must be made in the RSD equivalent calculated in line with the general and/or special conditions (Articles 26 to 28)].

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, for the part of the data transferred by the contracting authority to the European Commission the data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| 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. DAP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)