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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No HR-RS290 – IPA PP3 – TD04

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

**City of Novi Sad, City Administration for Property and Property-Rights Affairs**

**Narodnog Fronta 53, 21000 Novi Sad**

**Republic of Serbia**

**Registration number: 08964912**

**VAT no. 109804474**

(‘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 Greening the cities – Development and promotion of energy efficiency and sustainable urban environment in the cities of Croatia-Serbia cross-border region**

**CONTRACT TITLE Invitation to tender for Procurement and installation of solar energy plant**

**Identification number HR-RS290 – IPA PP3 – TD04**

**Article 1 Subject**

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

|  |  |  |
| --- | --- | --- |
| **Item no.** | **Product specification** | **Quantity** |
| **1** | **SOLAR FIELD** | **1 System (387 pieces)** |
| **2** | **INVERTER** | **6 units** |
| **3** | **DISTRIBUTION CABINET WITH FUSES** | **2 units** |
| **4** | **CABLES 1x600m2** | **400 pieces** |
| **5** | **LIGHTNING INSTALLATION AND PROTECTIVE GROUNDING OF THE SOLAR FIELD** | **1 system** |
| **6** | **MC6 CONNECTORS SINGLE-CONTACT ELECTRICAL CONNECTORS** | **400 pieces** |

The place of acceptance of the supplies shall be **Elementary school “Milan Petrović”, Bate Brkića 9, Novi Sad, 21000 Novi Sad**, the time limits for delivery, unloading and installation shall be **90 days** and the Incoterm applicable shall be **DDP**[[4]](#footnote-4) **excluding VAT**. The implementation period of tasks shall run from date of contract signature by both parties 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.

**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 RSD <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**

Not applicable.

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: |  |
| 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. DDP (Delivered Duty Paid) excluding VAT - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)