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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No CB007.2.12.158-PP3-CT02

**financed from the EU THROUGH THE INTERREG-IPA CBC BULGARIA-SERBIA PROGRAMME**

**Center for intangible cultural heritage "Roots"**

Civil society organization

28338015

Varsavska 6, 19000 Zajecar, Serbia

112899739

(‘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 “The Taste of Tradition - the Intangible Cultural Heritage of Vidin and Bor for sustainable tourism”**

**CONTRACT TITLE SUPPLY OF SOUND EQUIPMENT**

**Identification number CB007.2.12.158-PP3-TD02**

**Article 1 Subject**

* 1. The subject of the contract shall be:

The Supply of the following sound equipment: audio mixer, Loudspeaker 350w, loudspeaker 600w, active speaker monitor 520W, Amplifier 2x1800W, Audio connection panel, Transport rack case, Vocal microphone, Wireless microphone, Di-box, loudspeaker cable 15m, Loudspeaker 1,5m, Microphone cable 10FM, Microphone cable 1.5FM, Microphone cable 1FM, Instrumental cable and Microphone stand.

The place of acceptance of the supplies shall be Varsavska 6, Zajecar, Serbia, the time limits for delivery shall be 09:00 – 16:00h and the Incoterm applicable shall be DDP[[4]](#footnote-4). The implementation period of tasks shall run from 10.07.2023. to 10.08.2023.

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

1.3 /

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, 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**

(b) the data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

Done in English in two originals, one original 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: Nadica | | Gojkovic |
| Title: |  | Title: President | |  |
| Signature: |  | Signature: | |  |
| Date: |  | Date: | |  |
|  | | | | |
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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)