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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No < >

**financed from the GENERAL BUDGET of the Union]**

Centar za promociju civilnog društva

Marka Marulića 2/III

71000 Sarajevo

Bosnia and Herzegovina

(‘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 EU 4 LOCAL COMMUNITIES**

**CONTRACT TITLE** Procurement of specialized equipment for Centar za promociju civilnog društva (Dom zdravlja Istočni Stari Grad - First aid station on Trebević)

**Identification number: N-R-EC 010 -002/2023**

**Article 1 Subject**

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

**LOT 1. SUV vehicle**

**LOT 2. Medical equipment for the first aid station**

**LOT 3. Office furniture for the first aid station.**

* 1. of the following supplies:

The place of acceptance of the supplies shall be Dom zdravlja Istočni Stari Grad, first aid station Trebević, the time limits for delivery shall be 90 days for LOT 1, 30 days for LOT 2, and 30 days for LOT 3 and the Incoterm applicable shall be [DDP][[4]](#footnote-4). The implementation period of tasks shall run from the contract signature by both parties to date for provision 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.

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 xxxx BAM.

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**

Done in English in three originals, two 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) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)