

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

2. DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No. IPA III/2024/457-197/SRB-010

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Roma Entrepreneurship Development Initiative REDI Serbia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans and Türkiye

**CONTRACT TITLE: COSTS WITH OPERATIONAL LEASING AND CAR PROVIDERS
FOR REDI SERBIA**

Identification number: IPA III/2024/457-197/SRB-010

1 Article 1 Subject

1.1 The subject of this contract is the operational leasing of a vehicle, including delivery, registration, full-service maintenance, and associated services, for the exclusive use for the implementation of the project activities of the Business Center within the project EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans and Türkiye, implemented by Roma Entrepreneurship Development Initiative REDI Serbia.

The place of delivery and acceptance of the vehicle shall be indicated on the purchase order. The maximum delivery period shall be five (5) calendar days from the date of issuance of each purchase order. The applicable Incoterm shall be DDP (Delivered Duty Paid).

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

The implementation period of the contract shall extend until the end of the project, specifically until 31 August 2027.

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.

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 a maximum of **EUR 8.855,00 (RSD 1.037.628,90.)**

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);
- The Technical Offer (Annex III, including clarifications from the tenderer provided during tender evaluation);
- The Budget Breakdown (Annex IV);

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:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

Done in English in three originals, one original being for the contracting authority, one original being for the European Commission, and one original being for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name: Jasmina Usainovic

Title: President

Signature:

Date: