

PROCUREMENT PROCEDURE FOR PERSONS NOT SUBJECT TO THE PUBLIC
PROCUREMENT ACT

ANNEX V – DRAFT CONTRACT

Procurement number: 03/2021

Kelteks d.o.o.; Dr. Slavka Rozgaja 3; 47000 Karlovac, Republic of Croatia, VAT (OIB): 41431665528, represented by Damir Tomičić, OIB: 07745488204 together with Tomislav Preglej, OIB: 98467428712; contact information: telephone: +385 47 693 315, fax: +385 434 203, e-mail: marta.klemencic@solidian-kelteks.com (hereinafter referred to as the Contracting entity)

and

Supplier Ltd, address, of the registered office (address) and the country of the economic operator, VAT No.: 12345678910, name of the representative; VAT No.: 12345678910; (hereinafter: the Supplier)

entered into

CONTRACT No. _____,

Article 1

According to tender documentation, as well as procedure provided for in Section 4. (Call for Tender) according to Annex 4 "Rules on the implementation of procurement procedures for persons not subject to the Public Procurement Act" (version 7.0), which is integral part of the Common National Rules No. 05 (as Annex 03.), which entered into force in December 2020 and Grant Contract No. : KK.01.2.1.02.0151, furthermore, according to tender No. 000-000-000 from *specify the date of the tender under which this Contract shall be concluded*, Contracting Parties agree that the subject of this Contract is **Procurement of a basic weaving machine**, *specify the subject of the tender under which this Contract shall be concluded*.

Article 2 Scope

The scope of the Contract shall be purchase of a basic weaving machine, *specify the subject of the tender under which this Contract shall be concluded*.

Detailed Technical specifications of each item of the subject of this Agreement are contained in Appendix IV - Technical Specifications, which is an integral part of this Contract and the Tender Number: *specify the number of tender under which this Contract shall be conclude* from *specify the date of the tender* under which this Contract shall be concluded.

Article 3 Price

The price to be paid by the Contracting entity for fulfilling the obligations referred to in Article 2 shall be specified according to the Supplier's Cost estimate – Appendix III which is an integral part of this Contract and the Tender Number: *specify the number of the tender under which this Contract shall be concluded* from *specify the date of the tender* under which this Contract shall be concluded.

The total price for fulfilling the obligations referred to in Article 2 hereof shall be: ***(Indicate the total price in HRK or EUR with and without VAT (if applicable) in both numbers and words).***

Article 4 Payments

All payments shall be effected to the Supplier's account no.: *(indicate account number)*

Payment to the Supplier shall be made as follows:

All obligations of the Contracting entity towards the chosen Supplier shall be carried out as such:

- 30% of the Contract price shall be paid in advance, latest 15 days after signing the Contract
- 65% of the Contract price shall be paid when the subject-matter of the procurement is ready for shipment
- 5% of the Contract price shall be paid after the delivery and installation of the subject-matter of the procurement in Place of the delivery referred to in Article 5 of this Contract

All suppliers not registered in the Republic of Croatia shall receive payments in EUR. All suppliers registered in the Republic of Croatia shall receive payments in HRK. Payments in EUR shall be effected according to the mean exchange rate of the Croatian National Bank as on the payment day/date.

Article 5 Performance deadline and place of delivery

The Supplier shall fulfil all obligations set out in Article 2 hereof, including submitting a valid request for acceptance of goods not later than 14 months from signing the procurement contract.

I. The place of delivery of subject-matter of procurement depends on method of delivery in accordance with Incoterms® 2020. Final place of delivery of subject-matter of procurement is at the address: **KELTEKS d.o.o., Dr. Slavka Rozgaja 3; 47000 Karlovac, Republic of Croatia.**

II. The goods shall be delivered in accordance with Incoterms® 2020 delivery terms FCA (free carrier) of the International Chamber of Commerce.

Article 6 Warranty obligation for proper functioning of sold goods

The warranty period of the subject-matter of procurement shall apply as specified in Annex IV – Technical specifications which is an integral part of this Contract and the Tender Number: *specify the number of tender under which this Contract shall be concluded* from *specify the date of the tender* under which this Contract shall be concluded.

The warranty period shall commence on the date of acceptance of the goods. The warranty obligations shall not exclude the Supplier's legal obligation for material and legal defects of the goods nor affect the rights of the Contracting entity on other grounds.

The Supplier's warranty obligations for proper functioning of sold goods shall also include the obligations indicated for all individual items in Technical specifications (Annex IV to the Contract).

Article 7 Order of precedence of documentation

The Contract shall consist of the following documents and in case of contradictions they shall have the following order of precedence:

- A. This contract No. _____
- B. Cost estimate (Annex III) which is an integral part of this Contract and the Tender Number: *specify the number of tender under which this Contract shall be concluded* from *specify the date of the tender* under which this Contract shall be concluded.
- C. Technical specifications (Annex IV), which is an integral part of this Contract and Tender Number *specify the number of tender under which this Contract shall be concluded* from *specify the date of the tender* under which this Contract shall be concluded.
- D. Other relevant documentation (Annex V) – *if applicable (specify the relevant documentation)*

Article 8 Final provisions

This Contract shall be concluded in two (2) counterparts, one for each party.

On behalf of the Supplier:

Name and function

(signature)

Date:

On behalf of the Contracting entity:
Name and function

(signature)

Date: