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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNIONEXTERNAL ACTIONS

No RORS00250/City of Zrenjanin/TD1

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

City of Zrenjanin,

Trg Slobode 10, 23000 Zrenjanin,

Republic of Serbia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>][[3]](#footnote-4), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT Blue Sky - Cross-border Solution to Air Pollution**

**CONTRACT TITLE Mobile AQM lab, with trail, consumable materials and sensor devices with solar panels**

**Identification number** RORS00250/City of Zrenjanin/TD1

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply, delivery, siting and installation, commissioning and training of users,

of the following supplies:

Mobile AQM lab, with trail, consumable materials and sensor devices with solar panels 1set consisting of:

1. Mobile Air quality monitoring station(trailer): 1 unit
2. Sulphur dioxide (SO2) analyzer: 3 units
3. Nitrogen oxides analyser NOx (NO and NO2): 2 units
4. Automatic analyzer for measuring of suspended particulate matter PM10, PM2.5,PM1: 2 units
5. BTEX analyzer: 1 unit
6. Meteorological equipment – Air Quality Monitoring Station: 1 set
7. Data acquisition system (Data logger, 4G GSM router and software): 5 sets
8. Portable container with built-in air conditioner for PM analyzer: 1 unit
9. Ambient air quality measuring sensors(SO2/NO2/PM10-PM2.5-PM1) with integrated software and solar panels: 11 sets

The place of acceptance of the supplies shall be City of Zrenjanin, Trg Slobode 10, 23000 Zrenjanin, Republic of Serbia, the time limits for delivery shall be 120 days and the Incoterm applicable shall be DDP[[4]](#footnote-5). The implementation period of tasks shall run from commencement date until date for provisional acceptance.

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

1.3 n/a.

**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 [EUR] [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**

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 isthe 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>

Done in English in two originals, one original 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-2)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-5)