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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No RORS00063/IRM/04/Lot 3

**financed from the EU general budget**

Mining and Metallurgy Institute Bor

Alberta Ajnštajna 1

19210 Bor

Republic of Serbia

("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 - Environmental risk assessment from mining activities as a result of tailings storage in the crossborder area Romania – Serbia – ERA-MIN\_RO-SRB, RORS00063**

**CONTRACT TITLE - Supply of laboratory equipment for sample preparation and sample analysis and laboratory accessories**

**Identification number** RORS00063/IRM/04

**Lot 3 -** **Accessories and laboratory equipment**

**Article 1 Subject**

* 1. The subject of the contract for Lot3 is the supply and delivery of the following items:

|  |  |  |
| --- | --- | --- |
| **Item No** | **Name of supplies** | **Qty.** |
| 1 | Set of standard solutions | 1 set |
| 2 | CRM (QC Check Sample, Water)  CRM (QC Check Sample, Soil) | 2 pcs  2 pcs |
| 3 | Set of reagents and solutions | 1 set |
| 4 | Set of Ion chromatography consumables | 1 set |
| 5 | Sample Cone for ICP-MS Systems  Skimmer Cone for ICP-MS Systems | 2 pcs  2 pcs |
| 6 | Set of pipette tips | 1 set |
| 7 | Set of sample cells for spectrophotometer | 1 set |
| 8 | Stirer Bar for Magnetic Stirrer | 30 pcs |
| 9 | Set of chemicals | 1 set |
| 10 | Nebulizer for AAS | 1 pc |

The place of acceptance of the supplies shall be Mining and metallurgy Institute Bor, Alberta Ajštajna 1, 19210 Bor, Serbia, the time limits for delivery shall be 60 days and the Incoterm applicable shall be [DDP][[4]](#footnote-4). The implementation period of tasks shall run from the date of signature the Contract up to date for final 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. Goods can originate in any country.

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>

”In case of domestic Contractor when payments should be made in RSD, applicable exchange rate will be InforEuro exchange rate for the month of issuing Invoice”.

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,

(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 three originals:two originals 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: | |  |
|  | | | | |
|  |  |  |  | |
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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)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)