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

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No <48-00-3/2022-28>

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

The Government of the Republic of Serbia, represented by the Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU), Sremska 3-5 St, 11000 Belgrade,

(‘The contracting authority’),

(‘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:

**CONTRACT TITLE**

**Supply of equipment for communicable disease surveillance and for emergency situations**

**Lot 1: Reference Microbiology Equipment**

**Identification number NEAR/BEG/2022/EA-OP/0219**

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply, delivery, unloading, and installation, commissioning, training, education, configuration, start-up and warranty of the following supplies:

|  |  |  |
| --- | --- | --- |
| Item n◦ | Item | Quantity |
| 1.1 | Benchtop Next Generation Sequencing System | 1 |
| 1.2 | Precise Incubation System | 1 |
| 1.3 | High Speed Shaker | 1 |
| 1.4 | High Performance Magnetics Rack | 1 |
| 1.5 | Gradient Thermal Cycler | 1 |
| 1.6 | Real Time PCR Instrument | 1 |
| 1.7 | Microcentrifuge | 2 |
| 1.8 | Universal Centrifuge With Rotors | 2 |
| 1.9 | Universal Centrifuge with Rotor for Tubes | 1 |
| 1.10 | Minispin Centrifuge | 4 |
| 1.11 | Antivibration Table | 1 |
| 1.12 | Liquid Handling System for preparation of NGS Libraries | 1 |
| 1.13 | Wather Bath | 1 |
| 1.14 | Analitical Balance | 1 |
| 1.15 | PCR Box with UV Lamp and Hepa Filter | 1 |
| 1.16 | Fragment Analyzer | 1 |
| 1.17 | Biological Safety Cabinet Class II | 2 |
| 1.18 | Automated System for Extraction of Nucleic ACIDS | 2 |
| 1.19 | Fluorometer | 1 |
| 1.20 | NGS Analysis Software (PC included) | 1 |
| 1.21 | Laboratory Water Demineralization System | 1 |
| 1.22 | Ultra Low Freezer (minus 40 minus 90°C) upright, volume 700-800 L | 2 |
| 1.23 | Ultra Low Freezer (minus 86°C) upright volume 50L | 1 |
| 1.24 | Maldi (Matrix-Assisted Laser Desorption/Ionization) Apparatus | 1 |
| 1.25 | Microscope w Led Fluorescence and Camera | 1 |
| 1.26 | Microscope w Brightfield, Phase Contrast, Digital Camera and Software | 1 |
| 1.27 | Microscope w Ultra Dark Field and Digital Microscope Colour Camera | 1 |
| 1.28 | Microscope w Bright Field | 4 |
| 1.29 | Microscope w Bright Field and Digital Camera | 5 |
| 1.30 | Stereo Microscope | 1 |
| 1.31 | Automated Elisa Reader | 1 |
| 1.32 | Elisa Reader | 2 |
| 1.33 | Elisa Washer | 2 |
| 1.34 | Ultrasonic Bath | 2 |
| 1.35 | Incubation System (minimal volume 100L) | 8 |
| 1.36 | Incubation System (minimal volume 200L) | 5 |
| 1.37 | Incubation System with CO2 Option(minimal volume 50L) | 3 |
| 1.38 | Incubation System with Cooling Option | 4 |
| 1.39 | Multigas Incubation System | 1 |
| 1.40 | Laboratory Steam Sterilizer | 3 |
| 1.41 | Centrifuge with Cooling | 3 |
| 1.42 | Media Dosing System | 1 |
| 1.43 | Fast POC qPCR System | 1 |
| 1.44 | Water Destilation System | 2 |
| 1.45 | Laboratory Refrigerator | 3 |
| 1.46 | Automated Immunoassay System | 2 |
| 1.47 | Bacterial Counting System | 1 |
| 1.48 | Dilutor | 1 |
| 1.49 | Laboratory Technical Balance | 2 |
| 1.50 | Dry Sterilizer | 2 |
| 1.51 | Laboratory PH Meter | 3 |
| 1.52 | Thermostat Dry Block System with Heating and Cooling | 1 |
| 1.53 | Thermostat Dry Block System with Heating Option | 1 |
| 1.54 | Automated System for Staining of Microorganisms | 1 |
| 1.55 | Microbial Detection Systen | 1 |
| 1.56 | Densitometer | 10 |
| 1.57 | Vortex Mixer | 12 |
| 1.58 | Flameless Sterilizer | 6 |

The place of acceptance of the supplies shall be as foreseen in the Distribution list contained in Annex II + III: Technical Specifications + Technical Offer, the time limits for delivery shall be 260 days and the Incoterm applicable shall be DDP[[4]](#footnote-4).

The implementation period of tasks shall run 360 days from the Commencement date to the date for Provisional 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.

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>

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);
* 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 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>

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** | | **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)