

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

DRAFT CONTRACT
SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS

No (CRIS) <Contract number>

FINANCED FROM THE EU GENERAL BUDGET

The European Union, represented by the Delegation of the European Union to the Republic of Serbia, on behalf of and for the account of the Republic of 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:

CONTRACT TITLE

**"Implementation of national screening programme: supply of equipment for
 colorectal, cervical and breast cancer", Serbia**

Identification number EuropeAid/135215/DH/SUP/RS

Article 1 Subject

1.1 The subject of the contract shall be the supply, delivery, training, installation and commissioning by the Contractor of the following supplies:

Lot 1: Video colonoscopy equipment

Item Number	Item	Quantity
1.1.	Video Colonoscope system	10
<u>EACH</u> consisting of:		
	<i>Video Colonoscope</i>	2

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.

4

Item Number	Item	Quantity
	<i>Light source</i>	<i>1</i>
	<i>Video system unit</i>	<i>1</i>
	<i>Cart</i>	<i>1</i>
	<i>Color LCD monitor</i>	<i>1</i>
	<i>Suction pump</i>	<i>1</i>
	<i>System for capturing image and video documentation with the possibility of DICOM and HL 7 interface for integration in the hospital information system (HIS) and hospital network</i>	<i>1</i>

Lot 2: Cytopathology laboratory equipment

Item Number	Item	Quantity
2.1	Laboratory Light Microscope with Digital Camera	15
2.2	Laboratory Light Microscope with Double tube	3
2.3	Laboratory Light Microscope	30
2.4	Glass Coverslipper for Cytology Labs	15
2.5	Autostainer	15

Lot 3: IT equipment

Item Number	Item	Quantity
3.1	Desktop Computer	1,000
3.2	Monitor	1,000
3.3	Monochrome Laser Printer	700

in three lots at the places of delivery indicated in Annex II+III "Technical Specifications + Technical Offer". The place of acceptance (formal signature of the provisional acceptance, after all locations of delivery and installation have been inspected) of the supplies shall be organised at the following address: Ministry of Health – 22, Nemanjina Street, Belgrade, Serbia.

The time limits for delivery and the implementation period of the tasks shall be **120 days** from the commencement date to the date for provisional acceptance, and the Incoterm applicable shall be DDP¹.

- 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.

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.

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 <.....> euros.
- 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 (LEF, BAF, pre-financing guarantee, performance guarantee and acceptance certificate) (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.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

¹ DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

13