

College of Applied Technical Sciences in Nis

stamp of Superlab

Number: 04-1/1

no.1556/4116

Date: 12th September 2016

Date: 26th September 2016, Belgrade

CONTRACT

on purchase of equipment

No. 561821-EPP-1-2015-1-RS-EPPKA2-CBHE-JP (2015-3206/001-001)

No. of the joint purchase:1-2016 ERASMUS+

Made in Nis on 6th September 2016 between:

1. **COLLEGE OF APPLIED TECHNICAL SCIENCES IN NIS**, 20 Aleksandra Medvedeva, 18000 Nis, Serbia, represented by director PhD Dejan Blagojevic, TIN 100502041, register number:07223323 (hereinafter referred to as the Orderer), and
2. **Superlab L.L.C.** from Belgrade, 25 Milutina Milankovica Bulevard, 11070 Belgrade, TIN 101822498, register number 17051717, with the current account 170-300582516-65 opened at Unicredit bank, represented by Vladan Kocic (hereinafter: the Bidder).

Pursuant to the article 7, paragraph 1, item 2 of the Law on Public Purchase (Official Gazette of the Republic of Serbia no.124/2012, 14/2015 and 68/2015), the procedure for the purchase of an Integrated solution for classroom management, PID regulator and laboratory equipment, the objective of this contract, was conducted in line with the Rules of the European Commission- Education, Audiovisual and Culture Executive Agency (EACEA) and the Guidelines for conducting the purchase of equipment within ERASMUS+ projects, which was delivered by the National Tempus office in Belgrade.

OBJECTIVE OF THE CONTRACT

Article 1

The objective of the Contract is the purchase of equipment (hereinafter:equipment) within the implementation of the ERASMUS+ project no. 561821-EPP-1-2015-1-RS-EPPKA2-CBHE-JP (2015-3206/001-001) „Waste management curricula development in partnership with public and private sector” (hereinafter: the project), upon conducted procedure for a joint public purchase for the needs of partners, no. of the purchase ERASMUS+ 1/2016, carried out by the orderer- COLLEGE OF APPLIED TECHNICAL SCIENCES IN NIS, as the project partner, in accordance with the documentation of the Orderer and the bid of the Bidder no. 02-769 dated 18th August 2016, which is an integral part of this Contract.

DEADLINE, PLACE AND DETAILS OF DELIVERY

Article 2

The deadline for delivery of equipment is 60 days from the date of signing the Contract.

Place of delivery: COLLEGE OF APPLIED TECHNICAL SCIENCES IN NIS, 20 Aleksandra Medvedeva, 18000 Nis.

The Bidder is bound to invoice and deliver the equipment from article 1 of this Contract to the address of the project partner from paragraph 2 of this article, in line with the technical specifications which were established in the documentation for the open competition.

Article 3

The Bidder is bound to deliver equipment in the original packaging, and the Orderer is bound to keep the packaging till the expiry of the warranty period for equipment, so that in case of malfunction, the equipment could be sent to repair in original packaging.

Delivery implies the hand over of a detailed technical and user documentation needed for installment, use and maintenance of equipment.

Article 4

The Bidder is bound to inform the Orderer on time about all unforeseen circumstances and cases which hinder the realisation of delivery by the set deadline from article 2 of this Contract. The Bidder is bound to inform the Orderer in the written form immediately or within 48 hours after occurrence of unforeseen circumstances, so that the Orderer could consider a possibility to extend the deadline for delivery that was agreed, appreciating the newly developed circumstances.

Article 5

The Orderer agrees to take over the equipment on conditions and in quantity which are in line with the bid and this contract.

The Orderer will break the contract unfeidly and realise the financial guarantee (the bank bill) for a successful fulfillment of activity, if the conditions from the previous paragraph have not been met.

Upon receipt of equipment, a *Record on receipt of equipment* is made, which will be signed by the authorized persons of the Orderer and the Bidder.

The Orderer is bound to ensure within 7 days all technical conditions for installation of the delivered equipment. If it does not ensure the adequate conditions for the start of installment, the Bidder will realise all rights defined by this Contract as if he performed its duty on installation and training. During delivery, the Bidder is bound to give the Orderer in written form, a description of conditions for installation of each electrical appliance or device which will be the object of installation.

The Orderer is bound to give eventual objections to the equipment immediately, upon receipt of equipment, that is within 5 days from the day of take over.

COST

Article 6

The contracted parties accept the cost of equipment from the bid of the bidder n.02-796 dated 18th August 2016, in the total amount of 6.449.880,00 dinars (in words- six million four hundred forty nine thousand eight hundred eighty dinars), without calculated tax on added value (without VAT), that is 7.739.856,00 dinars with VAT (in words- seven million seven hundred thirty nine thousand eight hundred fifty six dinars), including the value added tax (VAT).

The cost from the previous paragraph includes all the expenses of delivery of equipment to the address of the Orderer- 'unpacked and connected'.

The contracted cost from paragraph 1 of this Contract is fixed.

Article 7

The Bidder is bound to give the Orderer immediately upon signing this Contract the pro-form invoice with the cost of goods without VAT, stating the VAT and the total amount of purchase with VAT, with a special remark> ERASMUS+ project no. 561821-EPP-1-2015-1-RS-EPPKA2-CBHE-JP (2015-3206/001-001) „Waste management curricula development in partnership with public and private sector” (WamPPP).

Based on the pro-form invoice, the Orderer will achieve the exemption of VAT at the responsible Ministry.

The Orderer will send the Bidder a signed and verified form of the certificate on tax exemption (CTE-VAT), who thereafter can issue an invoice stating the cost without VAT, with a remark that the equipment is exempt of VAT in accordance with the CET-VAT form.

The orderer will make payment for the equipment to the bidder within 5 days from delivery and receipt of equipment, on the basis of the invoice which was issued.

WARRANTY

Article 8

The Bidder gives warranty to the Orderer that the equipment from article 1 of this Contract will match the technical standards and current regulations.

The Bidder guarantees the functioning of equipment and its technical performances and is responsible for all short-comings and defects on the equipment which was delivered.

The warranty period is defined in all according to the documentation for the open competition and the offer of the bidder no.02-769 dated 18th August 2016, which is an integral part of this Contract.

Article 9

Within the warranty period, the Bidder is bound to start immediately with the service, replacement or debugging of delivered equipment, that is within 2 days from receiving the notice of the Orderer.

The Orderer is bound to send the malfunctioning equipment to the Bidder or to the authorized service and perform its retival upon repair.

All repairs in the warranty period are at the expense of the Bidder.

If the Bidder is unable to start debugging within 2 days from receiving the notice of the Orderer, the Orderer has the right to debug the malfunctions on its own or to delegate this business to the third party at the expense of the Bidder.

The time spent on debugging is not calculated in the warranty period, that is the warranty period is extended for the time period during which the equipment is inactive.

FINANCIAL SECURITY

Article 10

1. Successful fulfillment of activity:

When signing the contract, the Bidder whose offer is accepted is bound to submit its blank bank bill (solo bank bill) neatly verified and signed by the authorized person, as well as a verified and signed bank bill authorization for successful fulfillment of activity, in the amount of 10% from the total cost of the contract without VAT, in favour of the Orderer, which needs to have a clause 'without protest', expire date 'upon seeing' and validity date which is 30 days longer than the deadline for realisation of all the contracted obligations.

2. For advance payment:

The Bidder is bound to submit the original bank warranty together with the offer (in case the Bidder asks for advance payment) which has to be irreversible, unconditional, without right to objection and recoverable upon the first call, and in the amount of the paid advance with the validity period up to the moment of authorization of the advance.

3. For debugging in the warranty period:

At the moment when the Record is made on sucessfully completed receipt of the objects of purchase in the quantitative, qualitative and functional sense, the selected Bidder is bound to submit its blank bank bill (solo bank bill) neatly verified and signed by the authorized person and a verified and signed bank bill authorization for debugging in the warranty period, as a guarantee for

debugging within the warranty period, in case the selected Bidder does not perform the duty of debugging envisaged by article 9 of this Contract, in the amount of 5% of the total cost of the contract without VAT, in favour of the Orderer, with the clause 'without protest', expire date 'upon seeing' and validity date which is 30 days longer than the deadline for realisation of all the contracted obligations.

FINAL PROVISIONS

Article 11

The Orderer has the right to terminate the contract one-sidedly in the following cases:

- If the Bidder is late with the delivery of equipment from unjustifiable reasons
- If the delivered equipment does not match the technical standards and regulations for such kind of equipment or of it does not have the quality which was stated in the offer of the Bidder.

Article 12

Contracted partes agree that all the relations which are not defined by this Contract, shall be seen though the regulations of the Law on Obligation Relations.

Article 13

Contracted partes agree that all eventual disputes will concert, and in case when concert is not possible, the jurisdiction of the competent court in Nis will be asked for.

Article 14

The contract is made in 4 identical copies, the two of which are kept by each contracted party.

Annex

1. Bid no. 02-769 dated 18th August 2016

On behalf of the Bidder

Name and surname of the authorized person

Signed and stamped V.Kocic

On behalf of the Orderer

director Dejan Blagojevic

signed and stamped