



ORGANISATION EUROPÉENNE POUR LA RECHERCHE NUCLÉAIRE
CERN EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

CONTRACT No. 789

[Case Study No. 3]

SUPPLY OF 15 TONS OF MAGIC POWDER

CONTRACTOR: HARRY POTTER LTD. (UK)

CONTRACT No. 789

[Case Study No. 3]

BETWEEN

The European Organization for Nuclear Research, hereafter referred to as “CERN”, with its seat in CH-1211 GENEVA 23,

on the one hand,

AND

HARRY POTTER LTD. Witchcraft and Wizardry Lane, UK-1234 HOGWARTS, hereafter referred to as the “contractor”

on the other hand,

(hereafter individually and collectively referred to as the “party” and the “parties” respectively).

CONSIDERING THAT:

- on 4 May 2020, CERN issued an invitation to tender IT-1234/MO for the award of a contract concerning the supply of magic powder;
- on 15 May 2020 CERN clarified several aspects of the invitation to tender documents by the minutes of the meeting held on 14 May 2020;
- on 29 May 2020, the contractor submitted a bid for the supply of magic powder which appeared likely to meet CERN’s requirements;

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1. SCOPE OF THE CONTRAT

- 1.1 CERN entrusts to the contractor and the contractor accepts the task of supplying 15 (10 for group 3) tons of magic powder (hereafter referred to in whole or in part as the “supply”), in accordance with the terms of this contract, including all its annexes (hereafter collectively referred to as the “contract”).
- 1.2 The contract comprises the document listed below including any amendment thereto. In the event of any ambiguity or contradiction between these documents, they shall apply in decreasing order of priority, starting from the top:
- 1.2.1 CERN’s Invitation to Tender IT-1234/MO dated 4 May 2020 including all its annexes as completed by CERN’s clarification dated 15 May 2020
(Annex I);
- 1.2.2 General Conditions of CERN Contracts (CERN/FC/5312-II)
(Annex II);
- 1.2.3 The contractor’s bid dated 29 May 2020.
(Annex III).

ARTICLE 2. CONTRACT PRICE

- 2.1 The total contract price for the supply is:
- 1 000 000 CHF (666 666 CHF for group 3)**
(One million Swiss francs)
- 2.2 The total contract price is based on the unit prices as stipulated in the contractor’s bid (Annex III).
- 2.3 Prices shall be net, firm, exonerated from taxes and customs duties and, except as provided for in the contract, not subject to revision. They are inclusive of all costs and expenses related to the performance of the contract, including all costs related to the delivery and insurance of the supply in accordance with Incoterms 2010, DAP, CERN site Meyrin/Geneva. CERN shall be entitled to modify, at any time, the transport conditions and order the supply under FCA conditions (Incoterms 2010).

ARTICLE 3. PAYMENT CONDITIONS

Each batch shall be paid 30 days following its acceptance. The payment of any invoice by CERN shall be subject to the provision by the contractor of a bank guarantee for the performance of his obligations under the contract. The bank guarantee, in favour of CERN, shall be issued by a bank

approved by CERN, for an amount of 100 000 Swiss francs and valid until expiry of the warranty of the last batch of the supply delivered. The bank guarantee shall be established using the template provided as Annex 1 of the General Conditions of CERN Contracts.

ARTICLE 4. VAT

VAT shall be invoiced in accordance with the provisions available under:

<http://cern.ch/doc/vat.html>

ARTICLE 5. DELIVERY, TESTING AND COMMISSIONING SCHEDULE

The contractor shall test, deliver and ensure the commissioning of the supply in accordance with the schedule defined below:

CONTRACTUAL PHASE	DEADLINE
Documents sent by the contractor for CERN's written approval	12 October 2020
Demonstration of efficiency at the contractor's premises and acceptance by CERN of the pre-series	2 November 2020
Delivery of the first batch of 7.5 tons of magic power to CERN	30 November 2020
Delivery of the second batch of 7.5 tons of magic power to CERN	13 January 2021

In case a delay is caused by CERN and provided the contractor is not himself in delay for reasons not caused by CERN the parties shall agree on the conditions of extension of the contractual delivery dates, which may be affected by such delay.

ARTICLE 6. PENALTY FOR LATE DELIVERY

Except in case of force majeure, CERN reserves the right to apply a penalty of 1% of the total contract price as defined in Article 2 herein, for each complete week of delay of the delivery date for the supply concerned.

The penalty shall be limited to a maximum of 5% of the total contract price. Without prejudice to any other rights it may have under the contract or otherwise, CERN shall be entitled to terminate the contract forthwith in case this maximum amount is reached.

Penalties are without prejudice to CERN's right to claim damages should the non conformities result in loss or damage exceeding the amount of applicable penalties.

ARTICLE 7. WARRANTY

Except if provided otherwise in the Technical Specification, the contractor shall guarantee the supply for two years in conformity with the General Conditions of CERN Contracts.

ARTICLE 8. CORRESPONDENCE

- 8.1 All communications under this contract shall be in writing and bear the reference:
"Contract No. 789 [Case Study No. 3]"
- 8.2 In all technical matters, CERN shall be represented exclusively by, and all correspondence of technical nature shall be addressed to:
CERN – Magic Operations Department
CH-1211 GENEVA 23
- 8.3 In all commercial or contractual matters other than of technical nature, CERN shall be represented exclusively by and all correspondence of commercial or contractual nature shall be addressed to:
CERN – IPT Department
Procurement Service
CH-1211 GENEVE 23
- 8.4 Invoices and the bank guarantee shall be sent to:
CERN – FAP Department
Accounts Payable
CH-1211 GENEVE 23
- 8.5 Correspondence with the contractor shall be addressed to:
HARRY POTTER LTD.
Witchcraft and Wizardry Lane
HOGWARTS, UK

Signed in Geneva on, 26 September 2019

HARRY POTTER LTD.

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