



Finansira Evropska unija



IPA CROSS-BORDER COOPERATION PROGRAMME
BOSNIA AND HERZEGOVINA - MONTENEGRO

**CONTRACT AND SPECIAL CONDITIONS, INCLUDING
ANNEXES / UGOVOR I POSEBNI USLOVI, UKLJUČUJUĆI
PRILOGE**

**CONTRACT / UGOVOR
SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS /**

**UGOVOR O NABAVCI ROBE ZA PROGRAME EVROPSKE UNIJE ZA
TREĆE ZEMLJE**

No: / BROJ UGOVORA: UG - 246/20

**FINANCED FROM THE CROSS-BORDER COOPERATION BOSNIA
AND HERZEGOVINA – MONTENEGRO 2014-2020 (IPA II)/
FINANSIRANO OD STRANE PROGRAMA PREKOGRANIČNE
SARADNJE BOSNA I HERCEGOVINA – CRNA GORA 2014-2020 (IPA
II)**

Sarajevska regionalna razvojna agencija SERDA d.o.o. Sarajevo,
Kolodvorska 6,
71000 Sarajevo
represented by/ koju zastupa
Ševkija Okerić, director/direktor
("The Contracting Authority" / "Ugovorni organ"),

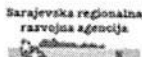
of the one part, /s jedne strane,

and/i

AM SUPPORT d.o.o. Sarajevo
Matični broj subjekta: 65-01-0700-16
Potpuna službena adresa: Munira Gavrankapetanovića 10, Sarajevo, Ilidža
PDV broj 202276210005 -"Ugovaratelj"
kojeg zastupa
Dizdarević Mirza, Director/direktor

of the other part, /s druge strane,

have agreed as follows: / saglasni su kako slijedi





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PROJECT: Katun Roads of Montenegro and Bosnia and Herzegovina / PROJEKT: Katunski putevi Crne Gore i Bosne i Hercegovine

CONTRACT TITLE: "Purchase of laptop computers for project team - BiH for needs of the project "Katun Roads of Montenegro and Bosnia and Herzegovina" / NAZIV UGOVORA: "Nabavka laptop kompjutera za tim u BiH za projekat Katunski putevi Crne Gore i Bosne i Hercegovine

Identification number JN-188/20 / Identifikacijski broj (broj objave): JN-188/20

Article 1 Subject / Član 1 - Predmet

1.1 The subject of the contract shall be the supply of the following supplies for the needs of project i.e., respectively for the needs of **Sarajevo Economic Region Development Agency SERDA**, based on the conducted procedure as follows:

- The subject of the contract is the supply of the following goods: *3 laptop computers DELL VOSTRO 3590 for project team - BiH / Predmet ovog Ugovora je nabavka sljedeće opreme: / laptop kompjuteri za tim u BiH- 3 komada DELL VOSTRO 3590 za potrebe projekta, odnosno, za potrebe Sarajevske regionalne razvojne agencije SERDA d.o.o. Sarajevo, po osnovu provedenog postupka.*

The place of acceptance of the supplies shall be Kolodvorska 6, 71000 Sarajevo, the time limits for delivery shall be shall be 20 days from signing the contract and the Incoterm applicable shall be [DDP]¹. The implementation period of tasks shall run from the date of both parties signing the contract to latest 90 days after the provisional acceptance certificate has been issued. / *Mjesto preuzimanja robe je Kolodvorska 6, 71000 Sarajevo, rokovi za isporuku su najkasnije 20 dana nakon potpisivanja ugovora, a Incoterm koji se primjenjuje je DDP (isporučeno ocarinjeno). Razdoblje za provedbu zadataka teče od datuma potpisivanja ugovora od obje ugovorne strane do najkasnije 90 dana nakon izdavanja potvrde o privremenom prihvatu.*

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex. / *Ugovaratelj je obvezan strogo se pridržavati odredbi navedenih u Posebnim uvjetima i tehničkom dodatku.*

Article 2 Origin / Član 2 Porijeklo

The rules of origin of the goods are defined in Article 10 of the Special Conditions. / *Pravila o porijeklu robe definirana su u članku 10. Posebnih uvjeta.*

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide. / *Ponuditelji moraju dostaviti izjavu s*

¹ <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> / DDP (Isporučeno ocarinjeno)/DAP (isporučeno n//a mjestu) - Incoterms 2000 pravila Međunarodne trgovinske komore <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>



potpisom svog predstavnika potvrđujući usklađenost s ovim zahtjevom. Za više detalja, vidjeti tačku 2.3.1 Praktičnog vodiča.

Article 3 Price / Član 3 Cijena

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 BAM 4.680,00. / Cijena robe bit će cijena prikazana na financijskoj ponudi (primjerak u Prilogu IV). Ukupna maksimalna ugovorna cijena bit će 4.680,00 BAM.

3.2 Payments shall be made in accordance with the General and Special Conditions (Articles 26 to 28). / Plaćanja će se izvršavati u skladu s Općim i Posebnim uvjetima (članci 26. do 28.)

Payments shall be made in national currency after an order is placed, supplies delivered and invoice presented and authorized. / Plaćanje će se vršiti u nacionalnoj valuti (KM), a nakon narudžbe ugovornog organa, isporučene robe i dostavljene i odobrene fakture.

The Agreement is exempt from tax, in accordance with the provisions of Article 3, paragraph 5 of the Instructions on the procedure for obtaining customs and tax exemptions in accordance with the Framework Agreement between Bosnia and Herzegovina and the European Commission in arrangements for implementing Union financial assistance to Bosnia and Herzegovina under the Instrument for Pre-Accession Assistance. (IPA II) (Official Gazette of BiH No. 91/15), as well as the VAT tax exemption certificate no. IPA II DEU 2020/4136515, issued by the Delegation of the European Union to B&H. The service provider will issue an invoice without VAT calculation with a mandatory clause: "Exempt from VAT in accordance with Article 29, paragraph 2 of the Law on Value Added Tax - Tax exemption certificate no. IPA II DEU 2020/4136515 from 06.08.2020." /

Ugovor je oslobođen od plaćanja poreza, u skladu sa odredbama člana 3., stava 5 Instrukcije o postupku ostvarivanja carinskih i poreznih oslobođanja sukladno Okvirnom sporazumu između Bosne i Hercegovine i Europske komisije u aranžmanima za provođenje finansijske pomoći Unije Bosni i Hercegovini u okviru Instrumenta pretpristupne pomoći (IPA II) (Službeni glasnik BiH broj 91/15), kao i Potvrde o oslobođanju od PDV-a br. IPA II DEU 2020/4136515, koju je izdala Delegacija Evropske Unije u BiH. Pružatelj usluga će izdati račun bez obračuna PDV-a sa obaveznom klauzulom: "Oslobođeno od plaćanja PDV-a u skladu sa članom 29. stav 2. Zakona o porezu na dodatnu vrijednost - Potvrda IPA II DEU 2020/4136515 od 06.08.2020.

Article 4 Order of precedence of contract documents / Član 4 Red prvenstva ugovornih dokumenata

The contract is made up of the following documents, in order of precedence: / Ugovor čine sljedeći dokumenti, navedeni redom prvenstva:

- the contract agreement; / ugovorni sporazum;
- the Special Conditions / posebni uslovi
- the General Conditions (Annex I); / opći uslovi (aneks I)
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]); / Tehnička ponuda (Prilog III [uključujući pojašnjenja dostavljena od ponuditelja za vrijeme ocjenjivanja ponuda];
- the budget breakdown (Annex IV); / specifikacija proračuna (Prilog IV);



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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. / *Smatra se da se dokumenti koji čine ugovor međusobno objašnjavaju; u slučaju dvosmislenosti ili razilaženja, prednost će imati redom kojim se pojavljuju na prethodno navedenom popisu.*

Article 5 Other specific conditions applying to the contract / Član 5 Drugi specifični uslovi ugovora

The following conditions to the Contract shall apply: /*Primjenjivaće se sljedeći uslovi ugovora:*

Done bilingually in English and one of the official languages of BiH in three originals, two for Contracting Authority and one for the Contractor. / *Sastavljeno dvojezično na engleskom i jednom od službenih jezika u BiH u tri originalna primjerka, dva za Ugovorni organ i jedan za Ugovaratelja/dobavljača.*

**For the Contractor/
Za dobavljača**

Name/Ime: Mirza
Dizdarević

Title/Funkcija:
Direktor

Signature/Potpis:


Date/Datum: 18. 2. 2020.




**For the Contracting Authority/
Za Ugovorni organ**

Name/Ime: Ševkija Okerić

Title/Funkcija:
Direktor

Signature/Potpis:

Date/Datum: 17. 12. 2020

u G-296/20



**SPECIAL CONDITIONS/ POSEBNI USLOVI****CONTENTS/ SADRŽAJ**

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations. / Ovi uvjeti razrađuju i dopunjuju, po potrebi, Opće uvjete koji uređuju ugovor. Osim ako Posebni uvjeti definiraju drugačije, Opći uvjeti su u potpunosti mjerodavni. Članci Posebnih uvjeta nisu numerirani uzastopno, nego slijede numeriranje članaka Općih uvjeta. U iznimnim slučajevima, te uz ovlaštenje nadležnih ureda Komisije, mogu se uvesti dodatne odredbe kojima će se obuhvatiti posebne situacije.

Article 4 Communications / Član 4 - Komunikacija

4.5. Contact person is Mr. Admir Hasić, **Sarajevo Economic Region Development Agency**, Kolodvorska 6, 71000 Sarajevo, to be contacted electronically under following e-mail address: admir@serda.ba/ Kontakt osoba je Admir Hasić, Sarajevska regionalna razvojna agencija SERDA d.o.o. Sarajevo, Kolodvorska 6, 71000 Sarajevo, kontakt elektronskim putem na sljedeću e-mail adresu: admir@serda.ba.

Article 10 Origin / Član 10 – Porijeklo

10.1 All goods purchased under this contract may originate from any country. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93. / Sva roba kupljena na osnovu ovog ugovora može biti porijeklom iz bilo koje zemlje. Za ovu namjenu, »podrijetlo« je mjesto gdje je roba iskopana, uzgojena, proizvedena ili izrađena i / ili iz kojeg se pružaju usluge. Podrijetlo robe mora biti utvrđeno u skladu s relevantnim međunarodnim ugovorima (osobito sporazumi STO), koji se ogledaju u zakonodavstvu EU u pravilima o podrijetlu za carinske svrhe: Carinski kodeks (Uredba Vijeća (EEC) br 2913/92) posebno članci 22. do 246., i provedbene odredbe kodeksa (Uredba Komisije (EEC) br 2454/93.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide./ Ponuditelji moraju dostaviti izjavu s potpisom svog predstavnika potvrđujući usklađenost s ovim zahtjevom. Za više detalja, vidjeti tačku 2.3.1 Praktičnog vodiča.

Article 26 General principles for payments / Član 26 Opšta načela plaćanja

26.1 Payments shall be made in national currency after an order is placed, supplies delivered and invoice presented and authorized. / Plaćanje će se vršiti u nacionalnoj valuti (KM), a nakon narudžbe ugovornog organa, isporučene robe i dostavljene i odobrene fakture.

Article 32 Warranty obligations / Član 32 – Jamstvene obaveze

32.6 Contractor is obliged to provide manufacturer's warranty for the 3 laptops for the minimum of 36 (thirtysix) months. / Prodavac se obavezuje dati garanciju proizvođača za isporučena 3 laptopa minimalno 36 (tridesetšest) mjeseci.



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32.7 The warranty must remain valid for period specified in article 32.6 after provisional acceptance.
/ Garancija mora biti valjana za period specificiran u članu 32.6 nakon izdavanja potvrde o privremenom prihvatu.

Article 33 After-sales service

33.1 During the warranty period the Seller guarantees that the response time of the Technical Center is maximum 24 hours from the moment of notification on the defect. */ Tokom trajanja garantnog roka Prodavac se obavezuje da je vrijeme odziva tehničkog centra maksimalno 24 sata od prijave kvara.*

33.2 During the warranty period, the Seller agrees to fix the reported failure of equipment within 48 hours of the failure diagnosis and, in the event this is not possible, immediately commits to replace technically incorrect equipment. */ Tokom trajanja garantnog roka, Prodavac se obavezuje da će u roku do 48 sati od dijagnosticiranja kvara isti ukloniti, a u slučaju da to nije moguće, obavezuje se odmah izvršiti zamjenu tehnički neispravne opreme.*