



Finansira Evropska unija



IPA CROSS - BORDER COOPERATION PROGRAMME
BOSNIA AND HERZEGOVINA - MONTENEGRO

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS / UGOVOR U PRUŽANJU
USLUGA ZA PROGRAME EVROPSKE UNIJE ZA TREĆE ZEMLJE**

NO UG-69/21 / **BROJ** UG-69/21

**FINANCED FROM THE GENERAL BUDGET OF THE UNION/ KOJI SE FINANSIRAJU IZ
OPĆEG PRORAČUNA EU**

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

Full official name of the contractor/ *Puno službeno ime Ugovaratelja:* "TMP" Društvo za zapošljavanje slijepih i slabovidnih lica d.o.o. Sarajevo, ul. Ramiza Salčina br. 2, 71000 Sarajevo, VAT number / PDV broj: 200207500007, represented by/*kojeg zastupa Veselin Rebić, Director/director* ('the contractor/*Pružalac usluga*')

of the other part / *s druge strane,*

have agreed as follows / *saglasni su kako slijedi:*

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

CONTRACT TITLE: Public procurement for design and printing services of promo material/Nabavka usluga pripreme i štampanja promotivnog materijala za potrebe projekta "Katunski putevi Crne Gore i Bosne i Hercegovine"

Identification number/broj protokola < 53-0451/21 >

(1) Subject / Predmet

- 1.1 The subject of this contract is design and printing services of promo material for the needs of project "Katun Roads of Montenegro and Bosnia and Herzegovina"/ Predmet ugovora je priprema i štampanje promotivnog materijala za potrebe projekta "Katunski putevi Crne Gore i Bosne i Hercegovine".

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- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II) / Dobavljač će izvršiti zadatke koji su mu dodijeljeni u skladu sa projektnim zadatkom priloženim ugovoru (Aneks II)

(2) Contract value / vrijednost ugovora

This contract, set in KM, is a contract with a global price. The value of the contract is BAM 6.800,00. / Ovaj ugovor, utvrđen u KM, je ugovor s globalnom cijenom. Vrijednost ugovora je BAM 6.800,00KM.

In accordance with Financing Agreement between the European Commission and Bosnia and Herzegovina, Instruction on claiming the customs duties and taxation payment exemption in accordance with the Framework Agreement between Bosnia and Herzegovina and the European Commission on the rules for cooperation to implement EC 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 to allow full exemption from the following taxes: Customs duties, import duties, taxes or fiscal charges having equivalent effect; Value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect. / U skladu sa Finansijskim sporazumom između Evropske komisije i Bosne i Hercegovine, Instrukcija o postupku ostvarivanja carinskih i poreznih oslobođenja u skladu sa Okvirnim sporazumom između Bosne i Hercegovine i Evropske komisije o aranžmanima za provođenje finansijske pomoći Unije Bosni i Hercegovini u okviru Instrumenta pretpristupne pomoći (IPA II) (Službene novine BiH broj 91/15), kao i Potvrdom o oslobođenju od poreza na dodanu vrijednost broj IPA II DEU 2020/4136515 kako bi se omogućilo potpuno oslobođenje od sljedećih poreza: Carine, uvozne carine, porezi ili fiskalne takse sa jednakim učinkom; Porez na dodatu vrijednost, dokumentarni pečat ili carine za registraciju ili fiskalni troškovi s jednakim učinkom.

Payment will be made in accordance with the issued invoices for each performed activity specified in the technical specification / job description and the Offer. The supplier must submit reports on the activities performed. The reports shall be accepted and approved by the Director of the Contracting Authority. / Plaćanje će biti izvršeno u skladu sa izdatim fakturama za svaku obavljenju aktivnost navedene u tehničkoj specifikaciji/opisu posla i Ponudi. Dobavljač mora dostaviti izvještaje o obavljenim aktivnostima. Izvještaji trebaju biti prihvaćeni i odobreni od strane direktora Ugovornog organa.

(3) Order of precedence of contract documents / Redosljed ugovornih dokumenata

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence / Smatrati će se da sljedeći dokumenti čine i da se mogu čitati i tumačiti kao sastavni dijelovi ugovora, sljedećim redosljedom:

- the contract agreement / Ugovor;
- the special conditions / Posebni uslovi;
- the general conditions (Annex I)/ Opšti uslovi (Aneks I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II) / opis posla uključujući pojašnjenja

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data prije isteka roka za dostavljanje ponuda i zapisnici sa informativnih sastanaka i posjeta na terenu (Aneks II);

- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III) / Organizacija i metodologija, uključujući pojašnjenja ponuđača u toku ocjenjivanja punude (Aneks III);
- Budget (Annex V)/ Budžet (Aneks V);
- Other relevant forms and documents (Annex VI) / drugi relevantni obrasci i dokumenti (Aneks VI);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending. / Gore navedeni dokumenti sačinjavaju ugovor. Smatrati će se da se uzajamno pojašnjavaju. U slučaju nejasnoća ili razlika, prevladavaju dokumenti redom kako su navedeni gore. Adendum će imati redoslijed prednosti dokumenta na koji se odnosi.

(4) Language of the contract/ jezik ugovora

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English or bilingual in English and one of the official languages in Bosnia and Herzegovina./ Jezik ugovora i svih pisanih komunikacija između dobavljača i naručitelja i / ili menadžera projekta bit će engleski ili dvojezični na engleskom i jedan od službenih jezika u Bosni i Hercegovini.

(5) Other specific conditions applying to the contract

Done biliguually in English and in one of the official languages in BIH, in three originals: two originals for the contracting authority and one original for the contractor/ Načinjeno naengleskom i jednom od službenih jezika BiH u tri primjerka, dva originalna primjerka za naručitelja, a jedan original primjerak za pružaoca usluga.

For the contractor/Za pružaoca usluga:

Name/Ime:
Veselin Rebić

Title/Titula:
direktor

Signature/Potpis: *Veselin Rebić*

Date/Datum: 02.04.2021. g. *RESOR*

Identification number/broj protokola

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For the contracting authority/Za ugovorni organ:

Name/Ime:

dr. Ševkija Okerić

Title/Titula: direktor

Signature/Potpis: *[Signature]*

Date/Datum: 31.03.2021.

Identification number/broj protokola

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SPECIAL CONDITIONS/ POSEBNI USLOVI

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations. / *Ovi uslovi pojačavaju i nadopunjuju Opšte uslove koji se odnose na ugovor. Osim ukoliko nije Posebnim uslovima određeno drugačije, Opšti uslovi ostaju u potpunosti primjenjivi. Brojevi članova Posebnih uslova nisu navedeni redosljedom ali prate brojeve u Opštim uslovima. Izuzetno i uz odobrenje ovlaštenog odjeljenja Europske komisije, druge klauzule mogu biti naznačene radi posebnih situacija.*

Article 2 Communications/ Komunikacija

2.1 All communication regarding the contract will be in written form, indicating the contract name and identification number: /*Sva komunikacija u vezi ugovora će biti u pisanom obliku, navodiće naziv ugovora i identifikacijski broj i biće dostavljena:*

For the contracting Authority /za Ugovorni organ: admir@serda.ba

For the Contractor / za Pružaoca usluga: adnan@tmp.ba

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports. / *Naručilac posla i pružalac usluga će koristiti elektronički sistem za sve faze provedbe, uključujući, između ostalog, upravljanje ugovorom (izmjene i administrativne naloge), izvještavanje (uključujući izvještavanje o rezultatima) i plaćanja. Od dobavljača će se tražiti da se prijavi i koristi odgovarajući sistem elektroničke razmjene kako bi omogućio e-upravljanje ugovorom. Što se tiče privremenih i završnih izvještaja, ako su potrebni u skladu sa članom 26. ili projektnim zadatkom, od dobavljača će se očekivati da koristi obrasce u elektroničkom sistemu za kodiranje i podnošenje izvještaja.*

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months. / *Elektronsko upravljanje ugovorom putem gore spomenutog sistema može započeti dana kada započinje provedba ugovora, kako je opisano u članu 19. dolje, ili kasnijeg datuma. U prethodnom slučaju, naručilac će pismeno obavijestiti dobavljača da će biti dužan da koristi elektronički sistem za sve komunikacije u roku od najviše 3 mjeseca. Nije primjenjivo.*

Article 7 General obligations/ Opšte obaveze

7.8 The service provider must take the necessary measures to ensure the visibility of EU funding and co-financing. These measures must comply with the relevant visibility rules for third country programs established and published by the Commission. These rules are set out in the Communication and Visibility - A Guide to EU External Action available on the EuropeAid website



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at http://ec.europa.eu/europeaid/work/visibility/index_en.htm / *Pružalac usluga mora poduzeti potrebne mjere kako bi osigurao vidljivost financiranja i sufinanciranja od strane EU. Te mjere moraju biti u skladu s mjerodavnim pravilima o vidljivosti programa za treće zemlje koji je utvrdila i objavila Komisija. Ta su pravila navedena u dokumentu Komunikacija i vidljivost - priručnik za vanjske aktivnosti EU dostupnom na internetskoj stranici EuropeAid-a na http://ec.europa.eu/europeaid/work/visibility/index_en.htm*

Article 19 Implementation of the tasks and delays / Izvršenje zadataka i kašnjenja

- 19.1 The start date for implementation shall be date/date of signature of the contract by both parties./ *Datum početka izvršenja će biti datum potpisa ugovora od obje strane.*
- 19.2 The period for implementing the tasks is until the end of the project (04 June 2022). /*Period implementacije aktivnosti je do kraja implementacije projekta (04. juni 2022).*

Article 29 Payment and interest on late payment / Plaćanja i naknade za kašnjenje

- 29.1 Payments will be made in accordance with the following the option:

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the Contracting authority of an invoice and after the delivered service by the Contractor./ *Odstupajući, isplate dobavljaču iznosa koji se duguju u okviru privremenih i završnih plaćanja izvršit će se u roku od 90 dana nakon što ugovorni organ primi račun i nakon isporučene usluge od strane dobavljača.*

- 29.5 Payments will be made in BAM in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority, after each order by the contractor and delivery of promotional material and acceptance of the activity report indicated in the Terms of Reference./ *Uplate će se izvršiti u KM u skladu sa članovima 20.6 i 29.4 opštih uslova na žiro račun koji je pružalac usluga prijavio ugovornom organu nakon narudžbi od strane ugovornog organa, dostavljanja promotivnog materijala i odobrenja Izvještaja o obavljenoj aktivnosti navedenoj u okviru projektnog zadatka.*

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Payment will be made in accordance with the issued invoices for each performed activity specified in the technical specification / job description and the Offer. The supplier must submit reports on the activities performed. The reports shall be accepted and approved by the Director of the Contracting Authority. / Plaćanje će biti izvršeno u skladu sa izdatim fakturama za svaku obavljenju aktivnost navedene u tehničkoj specifikaciji/opisu posla i Ponudi. Dobavljač mora dostaviti izvještaje o obavljenim aktivnostima. Izvještaji trebaju biti prihvaćeni i odobreni od strane direktora Ugovornog organa.

Article 40 Settlement of disputes / Rješavanje sporova

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of responsible courts Montenegro in accordance with the national legislation of the state of the contracting authority. / Svi sporovi koji proizilaze iz ovog ugovora ili se odnose na njega i ne mogu se drugačije riješiti, biće prepušteni isključivoj nadležnosti nadležnih sudova Bosne i Hercegovine, u skladu sa nacionalnim zakonodavstvom države naručioca.

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