

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

## **DRAFT CONTRACT**

### **SUPPLY CONTRACT FOR EUROPEAN COMMUNITY EXTERNAL ACTIONS**

No <Contract number>

#### **FINANCED FROM THE EC GENERAL BUDGET**

The European Community represented by the European Commission, represented by Mr. Dimitris KOURKOULAS, Head of Delegation of the European Commission to Bosnia and Herzegovina, Skenderija 3a, 71 000 Sarajevo, on behalf of and for the account of the government of Bosnia and Herzegovina

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[Legal status/title]<sup>1</sup>

[Official registration number]<sup>2</sup>

[Full official address]

[VAT number]<sup>3</sup>, ("the Contractor")

of the other part,

have agreed as follows:

#### **CONTRACT TITLE Supply - Public key infrastructure (PKI) implementation in Citizen Identification Protection System (CIPS), Bosnia and Herzegovina**

Identification number [EuropeAid/127347/C/SUP/BA](#)

#### **Article 1 Subject**

1.1 The subject of the contract shall be the delivery of the following supplies:

Lot 1: Printers, Smart card reader / writer, Smart Card, Smart Card Accessories, Hardware Security Module, application software and Digital cameras

Lot 2: Servers, Racks and Notebooks

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.

The place of acceptance of the supplies shall be at/to the places in Bosnia and Herzegovina, as specified in the Technical Specifications, Annex II, the time limits for delivery shall be 90 days and the Incoterm applicable shall be DDP<sup>1</sup> (not including customs duties, import duties, taxes or other equivalent fiscal charges). The implementation period of tasks shall run from signature of the contract by both parties.

- 1.2** The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

## **Article 2 Origin**

The supplies must originate in a Member State of the European Community (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Ireland, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovak Republic, Slovenia, Cyprus, Malta, Bulgaria and Romania) or a country covered and/or authorised by the specific instrument applicable to the IPA programme under which the contract is financed ([http://ec.europa.eu/europeaid/work/procedures/implementation/eligibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/eligibility/index_en.htm); next enter **GENERAL ANNEX A2** Eligibility programmes 2007-2013 and go to **Instrument for Pre-Accession Assistance (Council Regulation (EC) N° 1085/2006 - OJ L 210/82 of 31.7.2006)**). A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

## **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);

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<sup>1</sup> - DDP (delivered duty paid) Incoterms 2000 – International Chamber of Commerce

Note, the programme for which this contract is awarded is covered by a Financing Agreement between the European Commission and Bosnia and Herzegovina. Through this Agreement "all imports..... will be exempted from customs duties, import duties, taxes or other equivalent fiscal charges". The Contracting Party (in INCOTERMS the 'buyer') shall, at the written request of the Supplier (in INCOTERMS the 'seller'), provide relevant documentation of the Financing Agreement in order that the Supplier (or the Suppliers's forwarding agent) may execute the required customs clearance procedures. The Supplier is advised to initiate steps to obtain documentation required for customs clearance in good time in order to avoid shipment delays at the BiH border crossings.

- 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 (Annex V);

*(Model Performance Guarantee, Pre-financing Guarantee Form, Financial Identification Form, Legal Entities Form, Provisional/Final Acceptance Certificate Form)*

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 European Commission, and one original being for the Contractor.

### **For the Contractor**

Name:

Title:

Signature:

Date:

### **For the Contracting Authority**

Name:

Title:

Signature:

Date: