

7 MODEL CONTRACT

**ON RENDERING OF SERVICES AND
PURCHASE AND SALE OF SPARE PARTS
FOR THE MAINTENANCE OF RUHLAMAT MACHINES**

concluded between:
NATIONAL BANK OF SERBIA
Kralja Petra 12, Belgrade,
represented by _____,
(hereinafter: Service Beneficiary)
on the one part,

and

represented by _____, Manager
(hereinafter: Service Provider)
on the other part

(other bidders from a group of bidders)

CONTRACT SUBJECT

Article 1

The subject of this contract is the purchase and sale of spare parts and services for the maintenance of RUHLAMAT equipment (hereinafter: goods), in full compliance with the Service Provider's bid, registered with the National Bank of Serbia as No. _____ of _____ 2020 (to be completed by the Service Beneficiary) and the Technical Specification, which make the integral parts of this contract.

PRICES AND CONTRACT VALUE

Article 2

The unit prices of spare parts and services have been determined in the bid referred to in Article 1 hereof.

The total value of the contract amounts to RSD _____ (to be completed by the Beneficiary) excluding VAT (the estimated value of the procurement).

Foreign bidder:

The unit prices of the goods stated in the bid (Technical Specification) referred to in Article 1 hereof have been determined based on **FCA Gerstungen** (Incoterms 2020), and the actual delivery shall be executed based on **FCA Gerstungen** (Incoterms 2020), with the Service Provider's obligatory organisation of transport to the Service Beneficiary.

Local and foreign bidder:

The unit prices of the goods cannot be changed at least 60 days after the contract conclusion, where upon they shall be determined in the manner stipulated in the Bid Template referred to in Article 1 hereof.

The prices of working day of a technician or an engineer cannot be changed during the contract validity term.

The maximum costs of service man's arrival and stay have been determined in the bid referred to in Article 1 hereof.

MANNER AND TERMS OF OBLIGATIONS EXECUTION

Article 3

The Service Provider shall deliver spare parts and render services successively during the validity term of the contract, based on Service Beneficiary's representative individual requests (e-mail included).

The Service Provider shall be obliged to deliver the spare parts and to respond to the request for service rendering sent by the Service Beneficiary's representative in the manner and within the terms stipulated in the bid referred to in Article 1 hereof.

When delivering goods and services, the Service Beneficiary and the Service Provider undertake to apply all measures prescribed to prevent the spread of Coronavirus disease (COVID-19).

If, due to the measures referred to in paragraph 3 of this Article, it is not possible to perform services within the deadlines specified in the offer referred to in Article 1 hereof, it shall be considered that the delay or non-performance of services was due to Force majeure.

Local bidder:

The Service Provider shall timely announce the arrival by sending an e-mail at the address zahtevi.zin@nbs.rs with the following data: date and time of the delivery of goods and service rendering, Service Provider's data, names and surnames of the persons who shall deliver the goods and render the services and the plate registration number of the vehicle.

Foreign bidder:

The Service Provider shall timely announce the delivery of the goods by sending an e-mail at the address zahtevi.zin@nbs.rs with the following data: date of dispatch of the ordered goods, transport vehicle, the agreed quantity, gross and net weight – for taking the appropriate steps regarding the customs and the receipt of the goods, and/or about the date of the arrival of the service man, Service Provider's data, and names and surnames of the persons who shall render the services.

PAYMENT**Article 4**

The Service Provider shall issue the invoice for the services rendered and spare parts delivered to the name of the National Bank of Serbia; Kralja Petra 12, Belgrade and shall submit it for payment to the address of the Institute for Manufacturing Banknotes and Coins – Topčider, Pionirska 2, 11000 Belgrade.

The Service Beneficiary shall pay to the Service Provider for the rendered services and spare parts replaced in conformity with the prices stipulated in Article 2 hereof within the term quoted in the bid referred to in Article 1 hereof.

When submitting the invoice for the delivered spare parts and services rendered the Service Provider shall be obliged to state at the invoice the number under which the contract has been registered in the Service Beneficiary's records (ZIN No) and the number of the public procurement LVPP 133/2020.

The Service Provider shall retain ownership over the provided goods until the payment has been executed.

Foreign bidder:**DOCUMENTS ACCOMPANYING
THE DELIVERED SPARE PARTS****Article 5**

When delivering the spare parts the Service Provider shall be obliged to furnish the Service Beneficiary with the following documents:

- Commercial invoice (one original and two copies);
- Way-bill (one original and two copies).

The Service Provider shall also be obliged to send other documents necessary for the import and customs duties of the spare parts.

Upon the dispatch of spare parts, the Service Provider shall send to the Service Beneficiary via courier service – express mail, one original invoice, as soon as possible.

RECEPTION OF GOODS AND SERVICES**Article 6****Local bidder:**

The contracting parties shall be obliged to perform quantitative and qualitative reception of the spare parts and services, whereof a Record should be made in two copies to be signed and retained by the Service Provider's and the Service Beneficiary's representative respectively.

At the takeover the Service Beneficiary's representative shall be obliged to inspect the delivered spare parts in the usual manner and to inform the Service Provider of any visible deficiencies immediately.

If after the takeover there arises some flaw that could not have been spotted by the routine inspection, the Beneficiary's representative shall be obliged to inform the Provider thereof in writing, immediately, without delaying.

In the case the Service Provider knew or must have known about the flaws, the Service Beneficiary shall have the right to refer to those flaws even if it did not perform its duty to inspect the goods, and/or to inform timely the Service Provider on the detected flaw.

Foreign bidder:

The takeover of the goods shall be executed at the final destination, in conformity with the delivery documents and by Service Beneficiary's representative signing the dispatch document.

Contracting parties shall perform qualitative and quantitative reception of the rendered services whereof the Record shall be made in two copies, to be signed and retained by Service Beneficiary's representative and by Service Provider's service man respectively.

DETECTION AND ELIMINATION OF FLAWS

Article 7

In the case of incomplete delivery or some visible damages on the package of spare parts, as well as in the case of material deficiencies on the delivered spare parts or the services rendered which became visible after the takeover of the spare parts or after service rendering – if such deficiencies are the consequence of a cause which had existed before taking over the spare parts or services rendered of low quality, the Service Beneficiary shall immediately upon detecting the material deficiencies send to the Service Provider the Record of Complaint stating precisely therein the kind and the nature of the deficiencies, and having the right to resort to the legal means stipulated in Article 8 hereof.

The Service Beneficiary shall send the Record of Complaint to the Service Provider via e-mail and confirm it by registered letter.

Article 8

In the cases stipulated in Article 7 hereof the Service Beneficiary has the right to require from the Service Provider to deliver the new spare part and/or render the service anew (without deficiencies) within 30 days from the day of receiving the Record of Complaint (contract obligations fulfilment).

If the Service Beneficiary has not received contract obligations fulfilment within the term stipulated in the previous paragraph, and if the failure to fulfil the contractual obligations occurred due to Service Provider's fault making the Service Provider fully liable for that particular failure, the Service Beneficiary shall have the right to reduction of price of the goods and/or the services which were the subject of complaint, whereof it shall inform the Service Provider in writing.

The Service Beneficiary can terminate the contract even without an additional term, if the Service Provider has informed it that it will not meet the contractual obligations, i.e. when it is obvious that the Service Provider will not be able to meet its contractual obligations even within the additional term given.

Foreign bidder:

FAULTY DOCUMENTS

ACCOMPANYING THE GOODS

Article 9

If certain faults/deficiencies have been detected in the submitted documents stipulated in Article 5, paragraphs 1 and 2 hereof, the Service Beneficiary shall immediately inform the Service Provider thereof by e-mail and request the Service Provider to immediately send proper documents.

If the Service Beneficiary has incurred some expenses due to the Service Provider's faulty documents from Article 5, paragraphs 1 and 2 hereof, the Service Beneficiary shall be entitled to request

from the Service Provider to provide a credit note within 8 days from the date of receiving Service Beneficiary's written request to do so, whereby the Service Provider agrees that the Service Beneficiary should reduce the value of the issued invoice by the value of the incurred expenses.

Along with the request referred to in the previous paragraph the Service Beneficiary shall submit to the Service Provider the items of evidence about the amount of the expenses incurred as the consequence of the Service Provider's activities referred to in paragraph 1 hereof.

CONTRACTUAL PENALTY

Article 10

Should the Service Provider fail to fulfil its contractual obligation referred to in Article 1 hereof within the agreed term, but not due to the fault of the Service Beneficiary or due to Force Majeure, it shall pay to the Service Beneficiary the contractual penalty in the amount of 0.5% of the total value of the ordered spare parts and/or the requested service for each day of tardiness.

The contractual penalty referred to in paragraph 1 hereof starts to be calculated from the first day following the day of expiry of the deadline for meeting the contractual obligation and ends with the day of fulfilment of the contractual obligation, at longest till the day on which the value of the calculated contractual penalty reaches 5% of the total value of the specific delivery and services rendered.

Should the Service Provider fail to perform the contractual obligation at all, the Service Beneficiary shall have the right to charge the contractual penalty for each separate case in the amount of 5% of the total value of the ordered spare parts and services.

Within 8 days from the day of receipt of the Service Beneficiary's written request, the Service Provider shall submit a credit note for charging contractual penalty referred to herein.

The Service Beneficiary's right to charge contractual penalty does not affect its right to demand damage compensation.

The Provider shall not be liable for any indirect or consequential damage or loss (including any kind of profit loss, discontinuance of business operations etc.).

WARRANTY TERMS

Article 11

The warranty term for the delivered and installed goods shall be _____ months following the reception and instalment of the goods.

The Service Provider shall be obliged to respond to the request for the servicing intervention sent by the Service Beneficiary's representative (e-mail included), within the term stipulated in the bid referred to in Article 1 hereof.

CONTRACT VALIDITY TERM

Article 12

This contract shall be effective from the date of signing by both contracting parties and shall be concluded for the period of 12 months.

This contract shall cease to be valid even before the term stipulated in paragraph 1 of this Article when the funds of the Service Beneficiary earmarked for the subject services per this contract, in the total amount stipulated in Article 2, paragraph 6 hereof, have been exhausted, whereof the Service Beneficiary shall inform the Service Provider.

CONTRACT TERMINATION

Article 13

Either contracting party may terminate this contract by written notification in case of other contracting party's failure to meet the obligations stipulated by the contract. Unfulfilment of the obligation shall be:

- when the Service Provider has materially failed to deliver and replace the goods as per this contract and
- when the Service Provider has become undischarged bankrupt, insolvent, in the process of winding-up or cessation of work in any field of jurisdiction.

The contracting party terminating the contract must inform the other party thereof in writing via mail, registered mail, return receipt mail or e-mail.

FORBIDDANCE TO ASSIGN OR PLEDGE CONTRACT-RELATED CLAIMS

Article 14

The contract-related claims cannot be assigned to any other legal or physical persons, nor can they be pledged or used in any other manner as collateral towards third persons.

The Service Provider shall be liable to the Service Beneficiary in case of unauthorised assignment or pledging of its claims referred to herein.

The Service Beneficiary shall have the right to damage compensation in case of non-compliance with this provision hereof.

THIRD PARTY CLAIMS

Article 15

The Service Provider shall deliver to the Service Beneficiary the goods which are free from any rights or claims of third persons.

The Service Provider shall be liable to the Service Beneficiary regarding the infringement of any intellectual property rights belonging to a third party relating to the goods, which excludes, reduces or limits the right of the Service Beneficiary to their usage and handling.

Service Provider's liability shall not exceed 100% (hundred per cent) of the total contract price.

OTHER PROVISIONS

Article 16

Local bidder:

Issues not regulated by the provisions hereof shall be governed by the Serbian Law on Obligations and Contracts and other regulations regulating this matter.

Foreign bidder:

Issues not regulated by the provisions hereof shall be governed by the Swiss Code of Obligations.

Article 17

The Service Provider shall be obliged to inform the Service Beneficiary immediately, without any delay and in writing about any change of any data it is proving related to the public procurement procedure during the validity term of the contract, as well as to provide the supporting documents for such a change, thereat quoting the contract number in the Service Beneficiary's books (ZIN No) and the public procurement number LVPP 133/2020.

Article 18

Local bidder:

The contracting parties agree to resolve amicably all disputes in relation hereto. Otherwise, the court of competent jurisdiction shall be the Commercial Court in Belgrade.

Foreign bidder:

The contracting parties agree to resolve amicably all disputes in relation hereto.

Disputes which may arise here from or in relation herewith will be eventually resolved in accordance with the rules of Foreign Trade Arbitration at the Serbian Chamber of Commerce, in accordance with its Rulebook. The place of arbitration shall be Belgrade.

The language of arbitration and correspondence shall be English.

Article 19

Local bidder:

This contract is made in 6 (six) identical copies in Serbian, of which three (3) copies are intended for each contracting party.

Foreign bidder

This contract is made in 6 (six) identical copies in English, of which three (3) copies are intended for each contracting party.

On behalf of the SERVICE PROVIDER

On behalf of SERVICE BENEFICIARY
