

Annex 3: General Terms and Conditions for Supply Contracts

Aneks 3: Opšti uslovi ugovora za nabavku robe

1 Definitions / Definicije

In these general terms and conditions the terms / u okviru ovih opštih uslova termini:

- a) “Purchase Order” and “Contract” are used interchangeably and cover also “purchase contract” and/or “supply contract” or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,

“Porudžbina” i “Ugovor” opisuju isti termin i pokrivaju takođe i “kupoprodajni ugovor” i/ili “ugovor o nabavci” ili bilo koji drugi ugovor, pod bilo kojim nazivom, na koji se primenjuju ovi opšti uslovi.

- b) “Seller” and “Contractor” are used interchangeably and shall also cover the term “Supplier” used in any contract as defined above.

U okviru gore navedenih ugovora “prodavac” i “ugovorna strana” imaju isto značenje, pod kojim se takođe podrazumeva i izraz “dobavljač”.

- c) “Buyer” and “Contracting Authority” are used interchangeably.
Termini “kupac” i “ugovarač” imaju isto značenje.

- d) “Goods” and “supplies” are used interchangeably, to designate the supplies object of the Contract as defined above.

Termini “roba” i “zalihe” imaju isto značenje i predstavljaju predmet gore navedenog ugovora.

- e) The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked.

“Partneri” ugovarača su organizacije koje su sa njim povezane.

2 Delivery Terms / Uslovi isporuke

Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

Pored pridržavanja Incoterm 2010 odredbi navedenih u porudžbini ili bilo kom sličnom dokumentu, prodavac ima obavezu da obezbedi sve potrebne izvozne dozvole ili druga vladina ovlašćenja za izvoz.

3 Payment / Plaćanje

Payment will be as indicated in the purchase order.

Način plaćanja je naveden u porudžbini.

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

Plaćanje koje je izvršeno od strane Ugovarača ne podrazumeva ujedno i prihvatanje robe ili povezanih usluga. Ukoliko u porudžbini nije drugačije navedeno, cene su fiksne.

4 Inspection and Acceptance of the Goods / Provera i prijem robe

4.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

Sva roba će biti pregledana i proverena od strane Ugovarača ili njegovih ovlašćenih predstavnika, u obimu u kojem je to izvodljivo, u svakom trenutku i na svakom mestu, uključujući period proizvodnje, a u svakom slučaju

pre formalnog prijema od strane Ugovarača.

4.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

Sprovođenje ovih provera, kao i nepreduzimanje istih, ne oslobađaju Prodavca obaveza u pogledu garancija ili ispunjavanja bilo koje druge ugovorne obaveze.

4.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

Ugovarač će preuzeti robu prilikom njene isporuke na krajnju destinaciju u skladu sa Ugovorom, nakon što je ona proverena, uspešno instalirana i puštena u rad, ukoliko je to zahtevano, kao i nakon potpisivanja sertifikata o prijemu robe.

4.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or

(iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

Ugovarač ni pod kojim uslovima neće prihvatiti isporuku robe koja nije u skladu sa specifikacijama ili zahtevima Ugovora. Ugovarač može usloviti prijem robe uspešnim testiranjem robe. Ugovarač ni u kom slučaju neće biti u obavezi da prihvati robu ukoliko mu nije bilo omogućeno da (i) proveru robu nakon isporuke na krajnju destinaciju, (ii) na zadovoljavajući način izvrši testiranje robe, ili (iii) proveru da li su instalacija i puštanje u rad izvršeni na zadovoljavajući način ukoliko je to potrebno, bez obzira na redosled aktivnosti. Plaćanje fakture od strane Ugovarača ne podrazumeva automatski i prihvatanje robe.

4.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 5.

Ukoliko Ugovarač ne izda sertifikat o prijemu robe u roku od 45 dana od datuma isporuke robe na krajnju destinaciju ili uspešnog testiranja robe ili uspešno izvršene instalacije i puštanja u rad ukoliko je to potrebno, bez obzira na redosled aktivnosti, smatraće se da je ovaj sertifikat izdat poslednjeg dana ovog 45-dnevnog perioda. Izdavanje sertifikata neće osloboditi prodavca bilo koje od garancija koje je po Ugovoru dužan da obezbedi, uključujući one navedene u članu 5.

4.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 5.3.

Pored prava ili pravnih lekova dostupnih Ugovaraču na osnovu Ugovora, u slučaju da je roba, ili njen deo, defektna ili na drugi način nesaglasna sa Ugovorom, Ugovarač može jednostrano odbiti prijem robe, a prodavac će bez odlaganja preduzeti potrebne mere u skladu sa članom 5.3.

5 Warranty Obligations / Obaveze u pogledu garancija

5.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

Bez ograničenja bilo koje garancije navedene u Ugovoru ili koja proizilazi iz ugovora, ili iz važećeg zakona, Prodavac garantuje sledeće:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are

fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;

da roba, uključujući i ambalažu i način pakovanja, odgovara specifikacijama iz Ugovora, da su ambalaža i način pakovanja podobni za svrhe u koje se ovakva roba uobičajeno koristi, kao i svrhe koje su izričito naznačene Prodavcu, da je ujednačenog kvaliteta, bez grešaka i defekata u dizajnu, materijalu, proizvodnji i doradi, pod uslovima normalnog korišćenja koji preovlađuju u zemlji krajnje destinacije;

- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
da je roba bezbedno spakovana i obeležena imajući u vidu način transporta, kako bi se zaštitila tokom isporuke do krajnje destinacije;
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;
ukoliko Prodavac nije originalni proizvođač robe, treba Ugovaraču da obezbedi sve odgovarajuće proizvođačke garancije, uz ostale već navedene;
- d) the Goods are of the quality, quantity and description required by the Contract;
da je roba po kvalitetu, kvantitetu i karakteristikama u skladu sa zahtevima iz Ugovora;
- e) the Goods are new and unused; and
da je roba nova i nekorišćena; i
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.
da na pomenutu robu ni jedno treće lice ne polaže nikakvo pravo, uključujući i založno pravo, kauciju i prava koja proizilaze iz intelektualne svojine, uključujući, ali ne ograničeno na, patente, robnu marku, autorsko pravo i službenu tajnu.

5.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of two years after acceptance of the Goods by the Contracting Authority.

Ukoliko u Ugovoru nije drugačije navedeno, sve garancije će ostati u potpunosti važeće u periodu od dve godine nakon prihvatanja robe od strane Ugovarača.

5.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

U periodu važenja garancija, Prodavac će, odmah nakon prijema obaveštenja od strane Ugovarača da roba nije saglasna sa zahtevima Ugovora, na svoj trošak ispraviti ove nedostatke, ili, u slučaju da to nije moguće, zameniti defektnu robu robom istog ili boljeg kvaliteta ili u potpunosti obešteti Ugovarača, povraćajem pune vrednosti plaćene za defektnu robu, uvećane za troškove transporta do krajnje destinacije. Prodavac će snositi sve troškove u vezi sa popravkom ili povraćajem robe, kao i troškove nastale u vezi sa isporukom zamenske robe do krajnje destinacije Ugovarača. Ukoliko, nakon prijema obaveštenja, Prodavac u roku od 30 dana nije ispravio defekt, Ugovarač može preduzeti korektivne mere koje smatra neophodnim, na rizik i trošak Prodavca i bez ograničenja ostalih prava koja Ugovarač prema Prodavcu može imati na osnovu Ugovora.

5.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any

infringement by the Seller of the warranties specified in article 5.1.

Prodavac će obešteti i neće tereti Ugovarača u vezi sa eventualnim tužbama, delima ili administrativnim postupcima, potraživanjima i zahtevima trećih strana, gubicima, oštećenjima, troškovima bilo koje vrste, uključujući pravne troškove, koji mogu nastati kao rezultat bilo kakvog prekršaja garancija navedenih u članu 5.1. od strane Prodavca.

6 After Sales Service / Postprodajne usluge

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

Prodavac mora biti u stanju da odgovori na zahteve Ugovarača u pogledu tehničke pomoći, održavanja, servisiranja i popravki isporučene robe.

7 Liquidated Damages for Delay / Ugovorne kazne za kašnjenje

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

Izuzev u slučaju više sile, ukoliko Prodavac ne isporuči bilo koji deo robe ili ne izvrši bilo koju od usluga u okviru vremenskog perioda navedenog u Ugovoru, Ugovarač može, bez ograničenja ostalih prava i pravnih lekova, umanjiti ukupnu cenu iz Ugovora za 2,5% od vrednosti robe za svaku započetu nedelju kašnjenja.

Međutim, maksimalni iznos ovakvih ugovornih kazni je 10% ukupne vrednosti Ugovora.

8 Force Majeure / Viša sila

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

Nijedna od Ugovornih strana neće biti u prekršaju svojih obaveza po Ugovoru ukoliko je izvršenje ovih obaveza onemogućeno bilo kojim događajem koji se može smatrati višom silom, a koji nastupi nakon datuma stupanja Ugovora na snagu.

For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

U okviru ovog člana, izraz "viša sila" odnosi se na prirodne nepogode, štrajkove, blokadu radnih prostorija ili druge industrijske poremećaje, državne udare, ratove, bilo da su objavljeni ili ne, blokade, ustanke, pobune, epidemije, klizišta, zemljotrese, oluje, udare groma, poplave i njihove posledice, građanske nemire, eksplozije i ostale slične nepredvidive događaje koji su van kontrole ugovornih strana i ne mogu se prevazići primenom principa "dobar domaćin", odnosno profesionalnim postupanjem.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances.

Ugovorna strana koja je izložena dejstvu više sile, preduzeće sve razumne mere kako bi prevazišla nemogućnost da izvrši svoje obaveze iz ove odredbe sa minimalnim kašnjenjem.

Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

Ukoliko Ugovarač nije dostavio drugačiji pisani zahtev, Prodavac će nastaviti da ispunjava svoje obaveze po ugovoru u meri u kojoj je to razumno moguće i iskoristiće svaku razumnu alternativu kako bi izvršio bilo koju obavezu čije ispunjenje nije onemogućeno nastupanjem više sile. Prodavac neće primenjivati ovakve alternativne metode pre nego što mu Ugovarač to ne naloži.

9 Termination for Convenience

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

Ugovarač može, radi svoje pogodnosti i bez naknade, da otkaže ceo ili bilo koji deo Ugovora. Ako ugovarač u potpunosti ili delimično raskine ovaj ugovor na osnovu pisanog obaveštenja prodavca, Ugovarač će biti odgovoran za stvarne troškove koje je prodavac imao kao direktni rezultat takvog raskida i koji se ne mogu nadoknaditi ni (i) prodajom robe drugim strankama u razumnom roku, ili (ii) sprovođenjem od strane Prodavca, na komercijalno opravdan način, drugih mera ublažavanja. Smatraće se da se prodavac odrekao bilo kakvog potraživanja za takve stvarne troškove, osim ako nije u roku od trideset (30) kalendarskih dana nakon što ga je ugovarač obavestio o raskidu dostavio pisano obaveštenje.

10 Variations / Varijacije

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

Ugovarač može u bilo kom trenutku, uz dostavu pisanih instrukcija, promeniti količine robe za 25 procenata više ili manje od originalne vrednosti Ugovora. Ugovarač može takođe tražiti varijacije, uključujući dodatak, umanjenje, zamenu, promenu kvaliteta, forme, karaktera i vrste robe, pratećih usluga od strane Prodavca, kao i načina transporta, pakovanja, mesta isporuke, redosleda i vremena isporuke. Nijedan ovakav nalog za varijaciju ne može učiniti ugovor nevažećim, već će se, ukoliko ovakve varijacije dovode do povećanja ili smanjenja ugovorne cene ili vremena potrebnog za ispunjenje obaveza po Ugovoru, izuzev u slučaju kada je ovakva promena neophodna usled greške Prodavca, izvršiti odgovarajuće prilagođavanje Ugovorne cene, roka isporuke ili oba, a Ugovor će biti izmenjen adendumom. Cena po jedinici mere navedena u tenderu/ponudi, biće primenjena na količine nabavljene u okviru pomenute varijacije.

11 Applicable Law and Disputes / Važeći zakon i sporovi

The Contract is governed by, and shall be construed in accordance with the laws of the implementing country.

Na Ugovor se primenjuju zakoni zemlje u kojoj se sprovodi projekat i oni će se takođe koristiti i za tumačenje Ugovora.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of project implementation, in accordance with the national law of that country.

Sporovi i prekršaji Ugovora koji mogu nastati po ovom Ugovoru biće rešeni sporazumno, mirnim putem, ukoliko je

to moguće. U slučajevima kada to nije moguće i ukoliko Ugovorom nije drugačije predviđeno, rešavaće ih stvarno nadležni sud u zemlji u kojoj se projekat realizuje, u skladu sa zakonodavstvom te zemlje.

12 Remedies for Default / Pravni lek u slučaju prekršaja Ugovora

12.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 16) and/or in respect of article 14 (Child labour and forced labour) and article 15 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 17 (corrupt practices).

Smatraće se da je Prodavac prekršio ugovor ukoliko:

- *ne isporuči deo ili kompletnu količinu robe u vremenskom roku predviđenom Ugovorom;*
- *ne izvrši bilo koju Ugovornu obavezu;*
- *da netačnu izjavu u pogledu podobnosti (član 16) i/ili člana 14 (korišćenje dečje radne snage ili prinudnog rada) i člana 15 (mine) ili ukoliko ta izjava u toku izvršenja Ugovora postane netačna;*
- *se nađe u nekoj od situacija navedenih u članu 17 (korupcija).*

12.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 5.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

Ukoliko dođe do prekršaja Ugovora od strane Prodavca, bez ograničenja ostalih prava ili pravnih lekova dostupnih Ugovaraču po Ugovoru, Ugovarač ima pravo da preduzme jednu ili više navedenih radnji:

- *traži ugovornu kaznu za kašnjenje u skladu sa članom 7;*
- *aktivira bilo koji od pravnih lekova navedenih u članu 5.3;*
- *odbije prijem kompletne isporuke robe ili njenog dela;*
- *traži naknadu štete;*
- *raskine Ugovor.*

12.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 4, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 5.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

Po raskidu Ugovora od strane Ugovarača po osnovu ovog člana, Prodavac mora pratiti instrukcije Ugovarača u smislu preduzimanja hitnih koraka kako bi se na brz i organizovan način okončalo izvršavanje bilo kojih preostalih obaveza po Ugovoru i troškovi sveli na minimum. Ugovarač neće imati druge obaveze osim isplate Prodavcu robe koja je već prihvaćena u skladu sa članom 4, od čega ima pravo da odbije sledeće iznose:

- *bilo koje ugovorne kazne ili naknade štete koje je Prodavac dužan da isplati;*
- *i/ili iznose koje je Prodavac dužan da isplati u skladu sa članom 5.3;*
- *i/ili bilo kakve dodatne troškove koji mogu nastati u vezi sa kupovinom zamenske robe iz drugih izvora.*

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

Ugovarač ima pravo i da aktivira bilo koju avansnu ili izvršnu garanciju koje je Prodavac bio u obavezi da obezbedi u skladu sa Ugovorom.

13 Officials / Službenici

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

Prodavac garantuje da nijedan službenik Ugovarača i/ili njegovog partnera od Prodavca nije primio niti će mu biti ponuđena bilo kakva direktna ili indirektna korist u vezi sa ovim Ugovorom.

14 Child Labour and Forced Labour / Dečja radna snaga i prinudni rad

The Seller warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour Organization. Furthermore the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

Prodavac garantuje da se on i njegovi saradnici pridržavaju Konvencije UN o pravima deteta – UNGA Doc A/RES/44/25 (12.decembar 1989.) i njenih aneksa – i da ni on ni njegovi saradnici nisu koristili, niti će koristiti, prinudni ili obavezni rad, na način definisan u Konvenciji o prinudnom radu i Konvenciji o ukidanju prinudnog rada 105 Međunarodne Organizacije Rada. Takođe, Prodavac garantuje da i on i njegovi saradnici poštuju i podržavaju osnovna socijalna prava i uslove rada svojih zaposlenih.

15 Mines / Mine

The Seller warrants that it and its affiliates are NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

Prodavac garantuje da ni on ni njegovi saradnici ni na koji način NISU uključeni u razvoj, prodaju, proizvodnju ili transport protivpešačkih mina i/ili kasetnih bombi, kao ni komponenti koje se koriste u njihovoj proizvodnji.

16 Ineligibility / Nepodobnost

By signing the purchase order or the contract, the Seller certifies that he is NOT in one of the situations listed below:

Potpisivanjem porudžbine ili Ugovora, Prodavac potvrđuje da NIJE ni u jednoj od dole navedenih situacija:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

U stečaju ili likvidaciji, čijim poslovanjem upravljaju sudovi, ušao u aranžmane sa poveriocima, suspendovao poslovne aktivnosti ili je u postupku u vezi sa navedenim;

- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;

Pravosnažno osuđen za prekršaj u vezi sa profesionalnim ponašanjem;

- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;

Kriv za težak profesionalni prekršaj, čije postojanje se može dokazati;

- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;

- Nije ispunio obaveze u vezi sa plaćanjem socijalnih davanja i poreza u skladu sa lokalnim zakonodavstvom;*
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
Osuđen za prevaru, korupciju, učesće u kriminalnim organizacijama ili bilo kojim drugim ilegalnim aktivnostima;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget, a UN Agency or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.
U ozbiljnom prekršaju ugovora sklopljenog sa Helpom zbog neispunjenja ugovornih obaveza u okviru druge procedure nabavke ili procedure dodele grantova finansiranih od strane Evropske Unije, agencije Ujedinjenih nacija, drugih donatora ili partnera.
- (g) Company with blocked current account by the bill of exchange or bank guarantee
Firma kojoj je blokiran račun –menicom ili bankarskom garancijom.

17 Corrupt Practices / Koruptivna praksa

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

Prodavac i njegovi zaposleni neće vršiti, podržavati ni tolerisati nikakav vid korupcije, prevare, dogovaranja ili prinude, bez obzira da li su ovakve aktivnosti u vezi sa realizacijom ovog Ugovora ili ne. "Koruptivna praksa" podrazumeva nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo kakve vrednosti kao podsticaj ili nagradu za izvršenje ili uzdržavanje od izvršenja bilo kakvog dela u vezi sa ovim Ugovorom ili bilo kojim drugim ugovorom sa Ugovaračem, kao i favorizovanje, odnosno defavorizovanje bilo koje osobe u vezi sa ovim Ugovorom ili bilo kojim drugim ugovorom sa Ugovaračem.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

Plaćanje od strane Ugovarača po Ugovoru je jedini prihod koji će Prodavac imati u vezi sa ovim Ugovorom i ni on, ni njegovo osoblje neće prihvatiti nikakvu proviziju, popust, isplatu ni indirektno plaćanje ili drugu protivuslugu u vezi sa svojim obavezama u okviru Ugovora.

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

Realizacija Ugovora neće dovesti do neuobičajenih komercijalnih troškova. Neuobičajeni komercijalni troškovi su provizije koje nisu navedene u Ugovoru ili ne proizilaze iz realizacije ispravno zaključenog Ugovora, provizije koje nisu plaćene u zamenu za stvarne i legitimne usluge, provizije uplaćene u poreske rajeve, provizije plaćene primaocu koji nije jasno identifikovan ili provizije plaćene kompaniji za koju je očigledno da je paravan.

18 Discretion and Confidentiality / Diskrecija i poverljivost

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish

or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

Prodavac će svu dokumentaciju i informacije dobijene u vezi sa ovim Ugovorom tretirati kao privatne i poverljive i neće ih, izuzev u onoj meri koliko je neophodno za realizaciju Ugovora, objavljivati ili iznositi bilo kakve detalje Ugovora ili projekta bez prethodnog pisanog odobrenja od strane Ugovarača. Naročito će se uzdržavati od davanja bilo kakvih javnih izjava u vezi sa projektom ili isporukom bez prethodnog odobrenja Ugovarača.

19 Checks and Audits / Provere i revizija

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks, related to the this contract, it deems necessary to find evidence in case of suspected unusual commercial expenses.

Prodavac će dozvoliti Ugovaraču ili njegovim ovlašćenim predstavnicima, uključujući tu i Evropsku Komisiju, Evropsku kancelariju za borbu protiv korupcije i Revizorski sud, u slučaju da je Ugovor finansiran iz budžeta Evropske Zajednice, da u bilo koje vreme imaju pristup njegovoj finansijsko-računovodstvenoj dokumentaciji u svrhe provere, kao i da je mogu kopirati, u toku ali i nakon realizacije Ugovora. Naročito, Ugovarač može sprovesti bilo kakvu kontrolu dokumentacije ili kontrolu na licu mesta, u vezi sa ovim ugovorom, koje smatra neophodnim u dokaznom postupku ukoliko se sumnja u postojanje neuobičajenih komercijalnih troškova.

20 Liability / Odgovornost

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors.

Donator projekta ni pod kojim uslovima i ni iz kog razloga neće razmatrati bilo kakav zahtev za obeštećenje ili plaćanje koji su mu direktno dostavljeni od strane (Ugovaračevih) dobavljača.

Affirmative Statement / Afirmativna izjava

We hereby confirm that we have received, read, and understood Help General Terms and Conditions for Supply Contracts.

Ovim izjavljujemo da smo dobili, pročitali i razumeli Helpove Opšte Uslove Ugovora za nabavku robe.

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards.

Izjavljujemo da ćemo sprovesti svoje dužnosti pridržavajući se gore navedenih odredbi, uz primenu najviših profesionalnih standarda i u najboljem interesu Helpa. Svesni smo da ova obaveza nije povezana sa mogućnošću dodele budućih ugovora.

We are fully aware that any failure to sign and comply with these General Terms and Conditions for Supply Contracts could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

U potpunosti smo svesni da nepotpisivanje i nepridržavanje ovih Opštih Uslova Ugovora za nabavku robe može voditi isključenju iz tenderske, odnosno procedure nabavke i odbijanja ponude/tendera.

We are also fully aware that unwillingness to corporate with Help or breach of these General Terms and Conditions for Supply Contracts will lead to termination of awarded contracts.

Takođe smo u potpunosti svesni da nespremnost za saradnju sa Helpom ili kršenje ovih Opštih Uslova Ugovora za nabavku robe vodi raskidanju sklopljenih ugovora.



Company name / *Naziv firme*:

Full name and position of signatory /
Puno ime i pozicija potpisnika:

Date / *Datum*:

Signature and stamp / *Potpis i pečat*:
