



ANNEX IV: PURCHASE ORDER

CONTRACT ON SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT

(Contract)

concluded between:

The Regional Cooperation Council Secretariat, Trg Bosne i Hercegovine 1/V, 71000 Sarajevo, (**RCC**) acting as an agent of Disaster Preparedness and Prevention Initiative for South Eastern Europe Mis Irbina 14, 71000 Sarajevo (**DPPI SEE**) (*Contracting Authority*) and

XXXXXX (*Contractor*)

(Contracting Authority and the Contractor are hereinafter jointly referred as the *Parties* and each individually as the *Party*)

RECITALS

Whereas the RCC is established to sustain focused regional cooperation in Southeast Europe through regionally owned and led framework that also supports European and Euro-Atlantic integration;

Whereas the RCC functions as a focal point for regional cooperation in Southeast Europe;

Whereas the DPPI SEE is a regional initiative established to enhance regional cooperation and regional consultation in the field of disaster management (capacity building, methods and practices) that operates under political umbrella of the RCC;

Whereas the DPPI SEE is implementing the project "Joint Emergency Response Units in case of floods in South Eastern Europe" (*JERU*) which envisages procurement of rescue equipment for National Disaster Management Authorities of DPPI SEE Members (*End-Users*) in accordance with Joint Emergency Response Unit Personal Protective Equipment Specification;

Whereas the RCC and DPPI SEE have concluded the Protocol concerning Procurement of Rescue Equipment according to which the RCC Secretariat shall act as an agent of the DPPI SEE in the course of such procurement;

Whereas the Contracting Authority has chosen the Contractor as the supplier of Equipment on the basis of Offer for XXXX (*Offer*)

The Parties hereby have agreed as follows:

1. SUBJECT OF THE CONTRACT

- 1.1 Subject of this Contract is sale and delivery of the rescue equipment as listed and defined in the Appendix 2 of this Contract (*Equipment*) that shall be delivered to the following National Disaster Management Authorities of DPPI SEE Members:
- a) ALBANIA: General Directorate of Civil Emergences - Ministry of Interior;
 - b) BOSNIA and HERZEGOVINA: Ministry of Security of Bosnia and Herzegovina
 - a) BULGARIA: DG Fire Safety and Civil Protection - Ministry of Interior;
 - c) CROATIA: National Protection and Rescue Directorate;
 - d) THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA: Protection and Rescue Directorate;
 - e) MONTENEGRO: Directorate for Emergency Management - Ministry of Interior;
 - f) ROMANIA: General Inspectorate for Emergency Situations - Ministry of Administration and Interior;
 - g) SERBIA: Sector for Emergency Management - Ministry of Interior;
 - h) SLOVENIA: Administration for Civil Protection and Disaster Relief;
 - i) TURKEY: Prime Ministry Disaster and Emergency Management Presidency;
- 1.2 The Contractor hereby agrees to deliver the Equipment to End-Users in the time, quality and quantity specified in the Offer.
- 1.3 The Equipment supplied under this Contract shall at least be in compliance with the European Union Standards.
- 1.4 The Contracting Authority shall pay Contractor for Equipment the purchase price as defined in the Article 2 hereof.
- 1.5 The following documents, which have been mutually agreed upon in the course of the negotiations shall make an integral part of this Contract and shall be understood and interpreted as a part of this Contract:
- a) Appendix 1 - Offer of the Contractor;
 - b) Appendix 2 - Technical specification of the Equipment;

- c) Appendix 3- General Terms and Conditions for the Purchase of Goods Regional Cooperation Council Secretariat dated March 2009 (*General Terms*);
- d) Appendix 4 – Donation Contracts/Letters.

2. PRICE

- 2.1 Price that the Contracting Authority shall pay to the Contractor amounts to EUR XXXX (*Price*).
- 2.2 The Contractor shall submit two original invoices and such invoices must indicate the prices without VAT, the amount of the VAT (if applicable) and the total amount.

3. DUE DATE AND DELIVERY

- 3.1 The Contractor in accordance with the terms specified in the Offer shall make delivery of the Goods. The Equipment shall be delivered and made available to the End-Users at the following addresses:
 - b) ALBANIA: Drejtoria e Përgjithshme e Emergjencave Civile/ General Directorate of Civil Emergences, Ministry of Interior, Sheshi Skenderbej Nr.3, Tiranë, Republic of Albania;
 - c) BOSNIA and HERZEGOVINA: Uprava za indirektno oporezivanje BiH/ Indirect Taxation Authority of BiH, RC Sarajevo, Customs branch office Halilovici, Halilovici bb st., 71000 Sarajevo, Bosnia and Herzegovina;
 - d) BULGARIA: Централна складова база на ГДПБЗН-МБР, Село Локорско/ Central Warehouse of the Directorate General Fire Safety and Civil Protection - Ministry of Interior, Lokorsko Village, Republic of Bulgaria;
 - e) CROATIA: Drzavna uprava za zastitu i spasavanje/ National Protection and Rescue Directorate, Središnje skladište/Central Warehouse, Kruge 52a, 10000 Zagreb, Republic of Croatia
 - f) THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA: Дирекција за заштита и спасување на Република Македонија/ Protection and Rescue Directorate of the Republic of The Former Yugoslav Republic of Macedonia, Vasko Karangeleski str. no.8, 1000 Skopje, Republic of The Former Yugoslav Republic of Macedonia
 - g) MONTENEGRO: Ministarstvo unutrašnjih poslova Crne Gore - Direktorat za vanredne situacije/ Ministry of Interior of Montenegro - Directorate for Emergency Management, Boulevard Svetog Petra Cetinjskog 22, 81000 Podgorica, Montenegro;
 - h) ROMANIA: Baza Pentru Logistica a IGSU/ GIES Logistical Base, B-dul Iuliu Maniu, nr. 63, sector 6, Bucuresti, Romania
 - i) SERBIA: Centralni magacin MUP (Ateks)/ Central Warehouse of the Ministry of Interior (Ateks), Milorada Jovanovica 7 st., 11000 Belgrade, Republic of Serbia

j) SLOVENIA: Državni logistični center URSZR/ State Logistical Centre, Obvozna pot b.š., 1210 Ljubljana – Šentvid, Slovenija;

k) TURKEY: Afet ve Acil Durum Yönetimi Başkanlığı (AFAD)/ Prime Ministry Disaster and Emergency Management Presidency, Kızılırmak Mh. Ufuk Üniversitesi Cd. No: 12 06520 Çankaya/ Ankara, Republic of Turkey.

- 3.2 The Parties have agreed that the Contractor shall provide such packing of the Equipment as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and sheltered open warehousing. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Equipment' final destination.
- 3.3 Not later than seven (7) days prior to the shipment of the Equipment supported with the pertinent original documentation, the Contractor shall notify the Contracting Authority and each of the End Users by facsimile of all shipment details, including the Contract number, description of the Equipment, quantity, number of transport vehicles, delivery date, etc.
- 3.4 The Contractor shall deliver the following documents to the End User by mail:
- a) copies of the Contractor's invoices specifying the Equipment description, quantity, unit price and total price;
 - b) copy of CMR waybill, and EUR 1 for the Equipment originating in the European Union;
 - c) copies of packing list;
 - d) copy of the manufacturer's warranty certificate for the Equipment;
 - e) copy of inspection report from the manufacturer's factory;
 - f) Copy of the Certificate of Origin issued by the competent institution in the country of origin;
 - g) Quality insurance-related documentation.
- 3.5 The above listed documents shall be sent by registered mail, facsimile or e-mail to each of the End Users not later than 7 business days as of the date specified on the CMR waybill.
- 3.6 Contractor shall deliver the Equipment in quantity; quality and type stipulated in this Contract, as well as the Offer.
- 3.7 For the purpose of implementing the laws on value added tax and customs duties of the countries of End Users, the Equipment importer under this Contract shall be the End Users.
- 3.8 The transportation of Equipment to the final destination shall be arranged and paid by the Contractor, and any related costs shall be included in the Price.

- 3.9 Due date for the delivery of Equipment is _____2016.
- 3.10 The Contractor shall bear the risk of accidental damage or destruction of the Equipment, until the moment of its delivery o to the End-Users. Upon delivery, this risk shall be transferred to the End-Users.
- 3.11 Contractor shall insure the Equipment, at his own cost, against the common risks related to the transportation of the Equipment.

4. PAYMENT

- 4.1 The Contracting Authority shall pay to the Contractor 100% of the Price within 30 days as of receiving the confirmation from the End-Users that the delivery has been made properly and that Equipment meets the technical requirements/requests stipulated in the Offer (*Acceptance Certificate*).
- 4.2 Payment shall be made in Euros (*EUR*).

5. TECHNICALITIES (TECHNICAL REQUIREMENTS)/ EQUIPMENT QUALITY

Delivered Equipment shall meet the technical requirements/requests stipulated in the Offer, as well as any other requirements stipulated in this Contract.

6. WARRANTY

- 6.1 The Contractor guarantees that the Equipment is:
- a) Of the quality, quantity and description required by the Offer; and
 - b) Free from any right or claim of a third party, including rights or claims based on copyright, patent or other industrial or intellectual property rights.
- 6.2 The Contractor warrants that the Equipment and any components thereof supplied under this Contract are new, unused, of the most recent or current models. The Contractor further warrants that that all Equipment supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Contractor, that may develop under specific use of the supplied Equipment in the conditions prevailing in the country of final destination.
- 6.3 This warranty shall remain valid for 60 (sixty) months as of the issuing of the Acceptance Certificate (*Warranty Period*).
- 6.4 The Contracting Authority or the End-User (as the case may be) shall promptly, and not later than within 15 (fifteen) days as of the occurrence of defect, notify the Contractor in writing of any claims arising under this warranty.

- 6.5 Upon receipt of such notice, the Contractor shall, within 2 (two) days as of the date of receiving a facsimile message by the Contracting Authority/End-User, and with all reasonable speed, commence to repair or replace the defective goods or parts thereof, without incurring cost to the Contracting Authority/End-User and complete this activity within 20 days.
- 6.6 In the event that the Contractor proves that it is not responsible for a defect, the Contractor shall be indemnified against any justifiable and established costs related to removal of such defects.

7. LIABILITY FOR LEGAL SHORTFALLS

- 7.1 Contractor shall be held liable if there is a right of the third person on the delivered Equipment, which excludes, reduces or restricts the right of the Contracting Authority, of whose existence Contracting Authority/End-User was not informed, nor has agreed to accept Equipment burdened by such right. If a third person claims a right on the Equipment, Contracting Authority/End-User shall notify the Contractor thereof, in writing by registered mail or telefax, and call upon to exempt the Equipment from the claims or pretensions of the third parties, or to deliver the Contracting Authority other Equipment without any legal shortfalls. If the Contractor does not proceed with the Contracting Authority's/End-User's request, Contracting Authority is entitled to unilaterally terminate the Contract.

8. LATE DELIVERY AND CONTRACTUAL PENALTIES

- 8.1 Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the Equipment by the delivery date(s) stipulated in this Contract, the Contractor shall immediately consult with the Contracting Authority to determine the most expeditious means for delivering the Equipment.
- 8.2 Without prejudice to the provisions on force majeure in this Contract and in General Terms, if the Contractor fails to provide any or all of the Equipment within the time period specified in the Contract, the Contracting Authority shall, without prejudice to any other rights and remedies, deduct from the price stipulated in the Contract, as liquidated damages, a sum equivalent to 2% per week of the Price of the delayed Equipment for each week of delay until actual delivery, up to a maximum 10% of the Price.

9. FORCE MAJEURE

- 9.1 The Parties shall not be liable for damages and may not terminate the Contract due to the default or breach of obligations hereunder caused by another party, if such default or breach occurred in consequence of force majeure.

- 9.2 During the period of force majeure, the fulfillment of obligations by the Parties hereunder are temporarily deferred to the extent that their fulfillment became impossible as a consequence of a force majeure event, i.e. the Parties shall not be subject to sanctions defined in the regulations or the Contract due to the non-fulfillment of contractual obligations in the relevant period.
- 9.3 The Party which is unable to fulfill some of its obligations hereunder for reasons of force majeure shall, as excuse for the delay or breach of obligations hereunder as soon as possible notify the other Parties and provide all the particulars of the cause or event and its predictable duration and also within 5 (five) days after cessation of the event, notify the other Parties of all relevant circumstances and indicate the date of their cessation.
- 9.4 The Party affected by the event of force majeure shall make the existence of force majeure undisputable in valid documents and other proofs, if the relevant events, cause or circumstances are not generally known or may not be considered obvious by the other Parties.
- 9.5 All obligations of the Parties shall again be in full force and effect on the day of the cessation of the relevant event, cause or circumstance which caused the delay or non-fulfillment of obligations under the Contract by the Parties pursuant to the force majeure event.
- 9.6 The periods within which the Parties should fulfill their due and non-performed obligations, shall be extended in proportion to the time of the existence of the force majeure event, cause or circumstance and the time needed for the removal of consequences, thereof, provided that its removal is a prerequisite for the Parties to commence performing their obligations. Time needed for the justified and necessary removal or recovery of the property damage and other similar consequences of force majeure event, shall not be included in the period for the fulfillment of obligations commenced by cessation of force majeure event.
- 9.7 In the event that a force majeure event and the consequential impossibility to fulfill the obligations hereunder prevails for a period longer than 6 (six) months, the Parties shall reconsider the purpose of further implementation and validity of the Contract according to its existing contents. If the Parties fail to reach an agreement regarding the future contents of the Contract and its further implementation in conformity with new circumstances, the Parties not affected by force majeure shall be entitled to terminate this Contract in writing by giving 15 (fifteen) days notice period to the Party affected by force majeure.

10. termination

- 10.1 If the Contractor ceases to practice his profession or carry out his business wholly or for a large part; does not comply with any condition of the Contract; applies for moratorium or applies to be declared insolvent; is granted a moratorium or declared insolvent; is declared bankrupt; offers a settlement in lieu of bankruptcy or if the property of the Contractor is attached; the Contracting Authority has the right to give notice of termination of Contract immediately without notice of default.
- 10.2 If any of the circumstances as mentioned in Article 10.1 should arise, the Contractor shall be in breach of this Contract as a consequence.
- 10.3 The Contractor shall be bound to compensate the Contracting Authority for all damage, costs and loss of interest as a result of a situation as mentioned in Article 10.1 as a result of premature termination of the Contract, even in the event that a moratorium is granted or the Contractor is declared insolvent. This damage shall include in any case all amounts due until the original agreed date of termination of the contract, as well as all costs incurred by the Contracting Authority in legal and non-legal proceedings, including those for legal assistance with regard to any circumstances as referred to in Article 10.1.
- 10.4 The conditions in Articles 10.1, 10.2 and 10.3 do not exclude the right of the Party to exercise other legal rights, including its right to impose liquidated damages, demand payment or compensation for damages or for cancellation of the Contract.
- 10.5 The Contracting Authority, at its own discretion, is legally and without intervention by the courts entitled to carry out itself, or to have carried out any contractual obligation for which the Contractor is in default, at the expense and risk of the Contractor.
- 10.6 Each Party may, of its own volition and without being required to pay compensation, terminate the Contract by serving formal notice one month in advance, unless the Contract provides otherwise. Upon receipt of notice of termination by the Contracting Authority, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner, the Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice.
- 10.7 If the Contracting Authority terminates the Contract, the Contractor shall be entitled to pro-rata payment for any tasks performed prior to such termination. Additional costs incurred by the Contracting Authority, resulting either from termination by the Contractor or from Contractor's failure to complete satisfactory performance, may be withheld from any amount otherwise due to the Contractor from the Contracting Authority under this or any other contract.

10.8 In case of a breach of this Contract by the Contractor, included but not limited to failure or refusal to make deliveries within the time limit specified, the Contracting Authority may procure the Equipment from other sources and may hold the Contractor liable for any excess cost occasioned thereby. Furthermore, the Contracting Authority may, by written notice, terminate the right of the Contractor to proceed with deliveries or such part or parts thereof as to which there has been a default.

11. GOVERNING LAW, LANGUAGE AND SETTLEMENT OF DISPUTES

11.1 This Contract shall be governed by and constructed in accordance with the laws of Bosnia and Herzegovina and Federation of Bosnia and Herzegovina.

11.2 The language of this Contract shall be the English language.

11.3 Without prejudice to the privileges and immunities of the RCC, any legal dispute relating to this Contract shall be settled amicably by negotiation

11.4 Any dispute which cannot be settled by negotiation shall, without prejudice to the relevant privileges and immunities of the RCC, shall prior to any party initiating litigation at the Municipal Court in Sarajevo, be referred to mediation under the auspices of the Association of Mediators in Bosnia and Herzegovina. The parties will select a mediator from the list of mediators at the Association of Mediators in Bosnia and Herzegovina. At all times during the mediation process, including the selection of the mediator the parties will act in good faith and attempt to settle their dispute.

12. COMING ON FORCE/EFFECTIVE DATE

12.1 The Contract shall enter into force on the day after both Parties have signed it.

13. Final provisions

13.1 The Contracting Parties hereby agree that entering into this Contract and performing duties under this Contract have been duly approved by the relevant company bodies of the Contracting Parties in a compliance with legal regulations, by-laws and other internal regulations of the Contracting Parties; and no other approval or consent shall be required.

13.2 Any changes and amendments to this Contract shall require a written form.

13.3 General Terms and Conditions for the Purchase of Goods Regional Cooperation Council Secretariat dated March 2009 (*General Terms*) shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

14. COUNTERPARTS

14.1 This Agreement is entered into XXXX counterparts, XX counterparts for each party; and all counterparts shall together constitute one and the same document.

**Regional Cooperation Council Contractor
Secretariat**

Name: XXXX

Name: XXXXX

Title: XXX

Title: XXXX

Date: _____

Date: _____

Signature: _____

Signature: _____

**Disaster Preparedness and Prevention
Initiative**

Name: XXXX

Title: XXX

Date: _____

Signature: _____