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European Regional Development Fund - Instrument for Pre-Accession II Fund

CREATURES



UNIVERSITY OF SARAJEVO



**School of Economics
and Business**

FORMAT OF THE SERVICE CONTRACT
BETWEEN THE CONTRACTOR AND THE CONTRACTING AUTHORITY/ *FORMAT UGOVORA IZMEĐU*
IZVRŠIOCA USLUGE I NARUČIOCA

CONTRACT TITLE/ *NAZIV UGOVORA*: Procurement of service required for the project "Promoting Creative Tourism through new Experiential Sustainable routes" (acronym: CREATURES)/ *Nabavka usluga potrebnih za projekat "Promoting Creative Tourism through new Experiential Sustainable routes" (acronym: CREATURES)*

REF/BROJ: 01-3-5757-U-16-6/22

Concluded between/*Zaključen između*:

School of Economics and Business University of Sarajevo/ *Univerzitet u Sarajevu – Ekonomski fakultet*
Trg oslobođenja - Alija Izetbegovic 1, 71000 Sarajevo, Bosnia and Herzegovina/ *Trg oslobođenja - Alija*
Izetbegović 1, 71000 Sarajevo, Bosna i Hercegovina, ID: 4200735430002.
(Contracting Authority/ *Naručilac*)

AND/I

<Title/ *Naziv*>

<Address of the contractor/ *Adresa*>

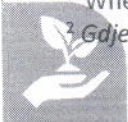
<Official registration number/VAT number¹/ *Matični broj/ PIB*²
(Contractor/ *Izvršilac*)

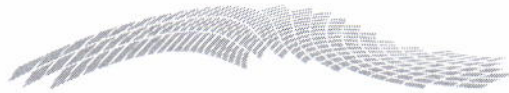
Article 1: Subject of the contract/ *Član 1: Predmet ugovora*

The subject of the contract are the services as indicated in the Contractor's offer - "PART B: FORMAT OF OFFER TO BE PROVIDED BY THE TENDERER" and as indicated in the Contractor's offer – "TENDER FORM", as needed for the project "Promoting Creative Tourism through new Experiential Sustainable routes" (acronym: CREATURES). The services include expert services for carrying out the pilot testing of the two touristic routes developed within the project, collecting feedback/ comments from the participating tourists and organizing the two press tours for the developed touristic routes. All services are delivered in accordance with the stipulations stated in the PART A: INFORMATION FOR THE TENDERER AND REQUEST FOR OFFER- SERVICE and all outputs, including the Pilot Testing Report, are in adherence with the instructions of the Contracting Authority./ *Predmet ugovora su usluge kako je navedeno u ponudi Izvršioca - "Part B: Format of offer to be provide by the tenderer" i kako je navedeno u ponudi Izvršioca – "Tender form", za potrebe projekta "Promoting Creative Tourism through new Experiential Sustainable routes" (akronim: CREATURES). Predmet ugovora je ekspertna usluga realizacije pilot testiranja dvije turističke rute razvijene u okviru projekta, prikupljanje povratnih informacija/ komentara od turista koji učestvuju u pilot testiranju i organizacija dvije*

¹ Where applicable. For individuals, mention their ID card or passport or equivalent document - number

² Gdje je to primjenjivo. Za fizička lica navesti broj lične karte, pasoša ili sličnog dokumenta





press ture za razvijene turističke rute. Sve usluge isporučuju se u skladu sa odredbama navedenim u PART A: INFORMACIJE ZA PONUĐAČE I ZAHTJEV ZA PONUDU – USLUGE i svi outputi, uključujući i Pilot Testing Izvještaj, slijede upute koje ustupa Naručilac.

Article 2: Contract value/ Član 2: Vrijednost ugovora

The total contract value for implementation of services indicated in the Article 1 is: XXX EUR/KM. / Ukupna vrijednost ugovora za implementaciju usluga navedenih u Članu 1 je: <XXX EUR/KM.

The contract shall be exempt from all duties and taxes, including VAT³. / Ugovor će biti izuzet od plaćanja svih dažbina i poreza, uključujući PDV⁴.

Article 3: Contracting documents/ Član 3: Ugovorna dokumenta

The documents which form the part of this contract are (by the order of precedence)/ Dokumenti koji su sastavni dio ovog ugovora su (po važnosti):

- Contract agreement/ Ugovorni sporazum
- Contractor's offer as provided in the tendering phase –PART B: TENDER FORM TO BE PROVIDED BY THE TENDERER- SERVICE/ Ponuda Izvršioca usluge koja je data tokom tenderske faze - PART B: OBRAZAC ZA PODNOŠENJE PONUDA OD STRANE PONUĐAČA - USLUGE
- Any other supporting documentation if applicable/ Svi ostali prateći dokumenti, ukoliko je to primjenjivo.

Article 4: Deliveries and payments/ Član 4: Isporuka i plaćanje

The Contractor will deliver without reservation the services indicated in the Contractor's offer 'Tender Form'. The services will be implemented within the indicated dates. The Contracting Authority will pay to the contractor for the services the amount indicated in the Article 2 of this contract document./ Pružalac usluge će bezuslovno pružiti usluge koji su navedene u dostavljenoj i prihvaćenoj ponudi Izvršioca usluge - "Obrazac za podnošenje ponuda". Usluge će biti izvršene u okviru navedenih vremenskih rokova. Naručilac će Izvršiocu usluga platiti za izvršene usluge iznos koji je naveden u Članu 2 ovog ugovornog dokumenta.

In case the contract is concluded in EUR, and payments are made in KM, applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice or pre-invoice in case of VAT exemption./

³ This procurement is exempt from VAT payment with the confirmation IPA II MFT number: 10-17-1-4239-2/20.

⁴ Predmetna nabavka je izuzeta od plaćanja PDV-a na temelju odluke IPA II MFT broj: 10-17-1-4239-2/20.





U slučaju da se ugovor zaključi u eurima, a plaćanja vrše u konvertibilnim markama, kurs koji se mora primjenjivati će biti InforEuro valutni kurs koji je važio za mjesec izdavanja fakture ili profakture u slučaju oslobađanja od PDV-a.

The payments will be made upon full delivery of all services defined in Article 1 of this Contract and as indicated in the Contractor's offer – "PART B: FORMAT OF AN OFFER TO BE PROVIDED BY THE TENDERER" and "Tender Form". / *Plaćanje će biti izvršeno po punoj isporuci svih usluga definisanih Članom 1 ovog Ugovora i kako je navedeno u ponudi Izvršioca usluge - "PART B: FORMAT OF AN OFFER TO BE PROVIDED BY THE TENDERER" i "Tender Form".*

The Contractor will provide the Contracting Authority with a brief report on the execution of services which will represent the basis for issuing the payment. / *Pružalac usluge će Naručiocu dostaviti kratak izvještaj o izvršenim uslugama, koji će se koristiti kao osnova za plaćanje.*

Payments will be made to the following bank account/ *Plaćanje će biti izvršeno na slijedeći bankarski račun:*

Bank account holder name/ *Ime vlasnika bankovnog računa:* [...]

Bank account number/ *Broj bankovnog računa:* [...]

Bank name/ *Ime banke:* [...]

SWIFT Code/ *SWIFT kod:* [...]

IBAN: [...]

Article 5: Duration of the contract/ Član 5: Dužina trajanja ugovora

Commencement date is/ *Početni datum je:* <dd/mm/yyyy>

Deadline for implementation/ *Krajnji rok za izvršenje usluge:* 23.01.2023.

Article 6: Cancellation of the contract/ Član 6: Otkazivanje ugovora

The contract can be suspended by the Contractor due to one of the following reasons/ *Ugovor može biti poništen od strane Izvršioca uslijed jednog od slijedećih razloga:*

- Contracting Authority not fulfilling payment and other obligations/ *Naručilac ne ispunjava obavezu plaćanja i ostale obaveze*

The contract can be terminated by the Contracting Authority due to one of the following reasons/ *Ugovor može biti poništen od strane Naručioca uslijed jednog od slijedećih razloga:*

- The Contractor is in serious breach of the contract, failing to meet contractual obligations/ *Naručilac je u značajnom kršenju ugovora i ne ispunjava ugovorne obaveze*
- The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar





situation provided for in national legislation or regulations/ *Naručioc je u bankrotu, sudskom postupku, ima suspendovane poslovne aktivnosti ili je u sličnim situacijama koje proizilaze iz nacionalne legislative ili regulativa.*

Article 7: Resolving of disputes/ Član 7: Rješavanje sporova

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Cantonal Court in Sarajevo in accordance with the national legislation of the state of the Contracting Authority./ *Rješavanje bilo kog spora koji može prosteći iz ili se ticati ovog Ugovora i ne može biti riješen na drugi način, biće u isključivoj nadležnosti Kantonalnog suda u Sarajevu, u skladu sa nacionalnim zakonodavstvom države Naručioca.*

For the Contractor/ Za Izvršioca usluge:

Name/ Ime:

Title/ Naziv:

Signature/
Potpis:

Date/ Datum:

For the Contracting Authority/ Za Naručioca:

Name/ Ime:

Title/ Naziv:

Signature/ Potpis:

Date/ Datum:

