

**CENTRALNA BANKA
BOSNE I HERCEGOVINE**

Ref: 150-15-4-1266-4/22

Sarajevo, June 3rd 2022

**INVITATION TO BID FOR PROCUREMENT OF SERVICES-
PRODUCTION OF THE BANKNOTES IN THE DENOMINATION OF
KM 200**

ANNEX II PART B OF THE PUBLIC PROCUREMENT LAW

I) GENERAL DATA ON THE PROCUREMENT PROCEDURE

1. Data on the contracting party

Contracting party: Central Bank of Bosnia and Herzegovina
Address: Maršala Tita 25, 71000 Sarajevo, Bosnia and Herzegovina
Identification number: 4200693920055
Telephone: +387 (0)33 278 192
E-mail: banknotes2022@cbbh.ba
Web site: www.cbbh.ba

2. Data on the person in charge of the communication (contact person, telephone number and e-mail address)

All the communication with Bidders is carried out **in writing (registered mail or e-mail) in the way that enquiries, requests for the explanations of the documentation etc. are submitted to the address of the Central Bank of Bosnia and Herzegovina – Maršala Tita 25, 71000 Sarajevo or e-mail: banknotes2022@cbbh.ba**

3. Data on the public procurement procedure

The public procurement procedure has been approved by the Decision of the Governor of the Central Bank of Bosnia and Herzegovina, Ref: 150-15-4-1266-6/22 ŽB, dated 26 May 2022. It is a procedure for assigning the contract for the procurement of the services of the production of the banknotes, which is subject to a special regime according to Article 8 paragraphs (1) and (2) of the Public Procurement Law. The process of assigning the contract is carried out according to the provisions of the By-law on the process of assigning the contract on services from Annex II Part B of the Public Procurement Law (Official Gazette of BH, 66/16).

4. Explanation and correction and/or change of the Invitation to Bid, the requiring of explanations

The contracting party may at any time, and no later than 10 days before the expiry of the deadline for the submission of the documentation, for justified reasons, either at its own initiative, or as a reply to the request of a business entity for explanation, or according to the order of the BH Procurement Review Body, change the Invitation to Bid. Amendments and supplements of the Invitation to Bid are carried out in the way that the contracting party publishes the amendments of the Invitation to Bid at its web site.

In case the amendment of the Invitation to Bid is such that the preparation of the documentation or the Bid will require some additional time, the contracting party is obliged to prolong the

deadline for the receiving of the documentation or Bids, as adequate to the amendments made, but not less than by 7 days.

Requiring explanations of the Invitation to Bid and providing answers with explanations can be carried out only in writing by the request sent to the contracting party by e-mail or registered mail, according to Point 2 of the Invitation to Bid. The request for an explanation can be required not later than 10 days before the expiry of the deadline for receiving documentation in the first stage, i.e. Bids in the second stage of the procurement procedure. The contracting party is obliged, within 3 days, i.e. not later than 5 days before the expiry of the deadline for submitting documentation in the first stage, i.e. submitting Bids in the second stage, to send an explanation to all the participants in the procurement procedure.

5. Description of the subject of the procurement and quantities

The subject of this procedure is the procurement of services – the production of the banknotes of convertible mark (hereinafter: KM) in the denomination of KM 200, according to the terms and requirements set in this Invitation.

The production of banknotes under this Invitation refers to the estimated surplus of banknotes from the production of 200 KM banknotes under the agreement between the Central Bank of BiH and Oberthur Fiduciaire SAS, ref. number 150-07-1-573-7/21 dated 11th August 2021, resulting from excess paper for the production of banknotes that should be used to produce surplus banknotes. Excess paper for banknote production is located in Oberthur Fiduciaire SAS, France.

The KM 200 denomination banknotes is produced solely in one version.

The quantities of the banknotes which are the subject of the procurement:

KM 200 denomination in the total quantity of 260,000 banknotes.

The KM 200 denomination banknotes which are the subject of procurement should have identical technical features, design and security features as the KM 200 banknotes issued in 2002, except for the following features:

1. The text „oebs 2002“ on the back of the banknote will not be printed, and on the face of the banknote, below the text „GUVERNER – ГУБЕРПЕП“ the year of the issue „2022“ should be printed.
2. Governor's signature (the facsimile of the signature of Senad Softić, Ph.D., Governor of the Central Bank of Bosnia and Herzegovina, will be printed).

6. The period for which the Contract is concluded

The Contract for the procurement of the services of the production of KM banknotes is concluded for a one-time delivery of banknotes within 30 day as latest from the entry into effect of the assigned Contract for the production of KM banknotes.

The selected Provider is obliged to inform the Central Bank on the delivery date in writing at least fourteen (14) calendar days before the day of the planned delivery.

7. Place of delivery

Delivery should be carried out by aircraft transport to the place of delivery:
CIP Sarajevo International Airport
Kurta Schorka 36
Sarajevo, Bosnia and Herzegovina

The Central Bank will, at its cost and at its risk, organize the transport from the place of the delivery to the vault of the Central Bank.

In case that, due to Force Majeure or other objective reasons which cannot be connected to the Central Bank or the Provider, the delivery cannot be organized by aircraft transport, the contracting parties will agree an alternative way of transport (by road -CIP Centralna banka Bosne i Hercegovine, Maršala Tita 25, 71000 Sarajevo). In that case, the Central Bank will provide the security escort for the transport from the border of Bosnia and Herzegovina to the Central Bank.

8. Control of the delivered KM banknotes

The delivered banknotes must not deviate and differ in respect of machine readability from the technical features of the banknote of the 2002 issue which are also included in new delivered banknotes, and also in respect of design and security features.

The Central Bank reserves the right to engage an entity that will independently carry out additional controls of compliance of the banknotes from 2002 and those printed according to this contract.

9. Requirements in respect of the delivered banknotes quality

The selected Provider is obliged to guarantee the quality of the delivered banknotes.

The warranty period starts from the date when the contract on KM banknote production takes effect and it ends at the expiry of 6 months after the successful delivery of the entire contracted amount of banknotes.

The successful performance of the contract includes the delivery which has met the requirements of the control of the delivered banknotes from Point 8 of this Invitation to Bid, and which meets the requirements of the contracting party in respect of the contracted quantity.

In case that during the warranty period, some shortcomings become obvious in banknotes, caused by the mistakes in the production process, which could not be seen earlier due to objective reasons, particularly: the problems related to the quality and durability of the paper, printing inks and security features, the selected Provider will be obliged to replace, at own cost, the delivered banknotes, by the repeated printing and delivery of the entire quantity where the shortcoming was found. The deadline for the delivery of the replacement banknotes cannot

be longer than four months, counting from the day of submitting a complaint in writing with all the explanations in respect of the discovered shortcomings in the banknotes.

The replacement banknotes which are delivered after the complaint will go through the same control process, and the same conditions in respect of the warranty period and quality according to this Invitation to Bid are applicable to them.

The conditions in respect of the banknote quality and proceeding in case of complaint will be defined more precisely in the draft Contract.

10. Copyrights and related right

The design of KM banknotes is the exclusive ownership of the Central Bank and the Central Bank can use it as it wishes and considers appropriate and useful. The selected Provider has no rights related to the design and the Central Bank has all the property and intellectual rights.

Plates for the banknote printing, films, molds and other original materials for the production of KM banknotes (working materials) which the selected Provider makes with purpose of the production, represent the exclusive ownership of the Central Bank.

The Central Bank has all the property and intellectual rights on the basis of the working materials, without obligations related to any compensation on that basis, to the selected Provider, and in that respect, it has the right to use the working materials for the needs of future printing of KM banknotes and the right to give them to a third party for purpose of printing KM banknotes.

II) REQUIREMENTS FOR QUALIFICATION

11. Requirements for qualification in terms of proving the capacity of the Bidder (Article 46; 48. and 50. of PPL) and the required evidence

- 1) The Bidder is obliged with purpose of proving its capacity to perform the professional activity (Article 46 of PPL) to prove that it is registered for the performance of the professional activity – providing services of production and printing of banknotes, which is the subject of this procurement procedure.

In that respect, the following will be taken into consideration as evidence:

- decision on entry into court or other registry, certificate from the court or other registry or other appropriate equivalent document which meets the requirement from Article 46 of the Law, issued by the competent authority, according to the applicable regulations of the country where the Bidder is seated/the country where the Bidder is registered, on the basis of which it can be undoubtedly determined that the Bidder is registered for performing the relevant activity.

In case the mentioned documents related to the Bidder's capacity to perform the professional activity (Article 46 of the Law) are not submitted in the documentation for the first stage of the procedure, or if they are not submitted in the way as required above, the Bidder will be excluded from further participation due to the failure to meet the mentioned requirement for qualification.

2) In respect of technical and professional capacities (Articles 48 and 50 of PPL), the Bidders are obliged to meet the following requirements:

- a) To have a successful experience in the realization of one or more contracts for printing euro banknotes in the last three years, counting from the deadline for submitting documentation, in the total minimal value of the realized contracts of at least **KM 90,000.00 (presented in the counter-value of euro – EUR 46,016.25)**.

***Note:** The mentioned requirement under a) is harmonized with the provisions of Articles 2 and 7 of the Decision on Policy of Production of Banknotes and Coins of Convertible Mark, which makes it obligatory that the convertible mark banknotes in respect of the quality, duration and protection against counterfeiting should be at the level of the current technological standards in the European Union countries, and that the authorized company entrusted with the production of KM cash must have the authority or approval for the production of euro banknotes.*

With purpose of proving the requirements related to technical and professional capacities, the Bidder is obliged **to submit the following documents in the first stage of prequalification:**

- a) **The list of the realized contracts** the subject of which is the service of printing euro banknotes, **with the obligatory submission of certificates on their realization** provided by the other contracting party (ordering party). The certificates must necessarily include the following data:

- Names and seats of the contracting parties,
- Subject of the Contract,
- Value of the Contract and the quantity of printed Euro banknotes in pieces
- Time and place of the Contract implementation,
- Statement that the Contract has been fully performed.

In case all the above mentioned Certificates cannot be obtained from the other contracting party, for objective reasons, **the business entity Statement on duly implemented contracts shall be applicable, which is delivered with the List of performed contracts, which in this case needs to contain all the above mentioned data (specifically the Statement and the List of implemented contracts as two separate documents)**. In this case, the Provider is required to present the evidence on attempts made to ensure the Certificates of its own ordering parties (for inst. Request to issue the certificate, request to the service user sent in time and similar). **The contracting party in this case reserves the right to check all the quotations from the Statement and the List of Bidders!**

III) BID

12. Bid Price Form

The Bid Price Form provided in Annex II of this Documentation, is prepared according to the requirements of the Invitation and it represents an integral part of the Invitation.

Bidders are obliged to submit the filled in Bid Price Form (Annex II) according to all defined requirements for all the items included in the Form. In case the Bidder fails to fill in the Form according to the set requirements for all the mentioned items, its Bid will be rejected.

The Bidder is obliged to provide a Bid for **all the items**, taking care that the total sum of the prices of all the items in the Form cannot be 0. **In case certain item is offered free of charge, 0 must be entered in the price section for that item.**

13. The Manner of Determining the Bid Price

The Bid price includes all the items from the Bid Price Form.

The Bid price is written in numbers and letters.

In the Bid price section, the Bid price (without VAT) must be stated, as well as the offered discount.

The amount of VAT on the Bid price is not presented, as a foreign Bidder is in question.

The prices stated by the selected Provider shall not be changed during the performance of the Contract!

14. The currency of the Bid

The price of the Bid is expressed in euro (EUR).

15. Deadline for Validity of Bid

The Bid submitted by a Bidder should be valid **120 days** minimally counting from the day of the final deadline for the Bids submission.

In case the Bidder does not specify the deadline for the Bid validity, the deadline specified in the Invitation shall be deemed as the deadline for the Bid validity.

In case that the period of the Bid validity is shorter than the deadline quoted in the Invitation, the Contracting Party shall reject such a Bid, pursuant to the Article 60 paragraph 1) of the Law.

The Contracting Party retains the right to request in writing the consent for extension of the Bid validity deadline. In case the Bidder does not deliver the written consent, it shall be considered that the Bidder declined the request of the Contracting Party, and his Bid shall not be considered in the further course of Procurement procedure.

16. Criterion for assigning the Contract

The criterion for assigning the contract is the **lowest price**. All the Bid prices are CIP prices (as defined in the valid Incoterms conditions) at the place of delivery as defined in Point 7 of the Invitation to Bid.

17. Way and Conditions of Payment

Advance payment is not allowed. After successfully delivering KM banknotes (quantitatively and qualitatively) in accordance with the Contract, the Central Bank shall pay the invoice within thirty (30) calendar days from the date of receipt of the appropriate invoice for delivery of the total quantity of delivered banknotes.

18. Way of the Bid Delivery, the Address for the Bid Delivery, the Final Deadline for the Delivery, Time and Subject of Negotiations

Regardless of the way of delivery (mail, personally), the Bid shall be received by the Contracting Party at the following address: Centralna banka Bosne i Hercegovine, Maršala Tita 25, 71000 Sarajevo, until **17th June 2022 by 12:00 hours as latest.**

The Bid received after that deadline is late and, as such, it shall be returned to the Bidder without opening. Therefore, such Bidders shall be excluded from the further participation in the Procurement procedure.

The Bid is to be delivered at the mail office of the Contracting Party or via public post office at the address of the Contracting Party, in the closed envelope, on which, it should be written on **the front page of the envelope:**

**PONUĐA ZA NABAVKU USLUGA – IZRADA NOVČANICA APOENA 200 KM ZA
POTREBE CENTRALNE BANKE BOSNE I HERCEGOVINE**

„NE OTVARAJ – OTVARA KOMISIJA“

At the back of the envelope the Bidder is required to specify:

Name and the address of the Bidder/group of Bidders.

The Bid is **firmly bound** in a way to prevent subsequent taking out or inserting of the sheets. If the Bid is prepared in two or several parts, each part is firmly bound in the way to prevent subsequent taking out or inserting of the sheets. The firm binding is considered to be binding with **the safety string/cord** (notary thread) or **the firm book binding with the hard book covers. The Bid bound with spiral binding or in an ordinary plastic folder shall not be accepted!**

The Bid must be submitted in one original document, having in mind that the Bid original needs to be bound firmly in the previously described way.

The pages of the Bid are marked with numbers, so that the ordinal number of the page should be visible. When the Bid is prepared in several parts, the pages are marked in the way that each following part starts with the ordinal number which is a continuation of the ordinal number of the last page of the preceding part. Documentation will not be rejected under the condition that the sheets are numerated in the way ensuring the continuation of numeration, so it will be considered a slight deviation, which does not alter, or deviates significantly from the characteristics, terms and other requirements, defined in this Invitation.

After the Commission examines the submitted Bid, it will organize negotiations with representatives of the Bidder.

If the bidder does not submit, as part of its bid, all the documents listed in item 16 of this Invitation or if the Bid is not prepared in the manner required by this Invitation, the bidder will not be invited to negotiations and the bid will be rejected!

Negotiations will be held by e-mail (**on 17th June 2022, or the next working day**) in a way that the authorized representative of the commission will contact the bidder, to the email address specified in Annex I of the Bid.

If the bidder, who is contacted by the authorized representative of the commission at the email address specified in Annex I of the Bid, does not respond to the inquiry within 24 hours, the Central Bank shall consider that it remains with the bid price listed in Annex II of this Invitation.

The subject of negotiations may be: the manner of performance, particular features of the Technical Specification, possible risks and critical points in the performance process, conditions of performance on the basis of the mentioned requirements, and particularly the price, and other issues which are important for the performance of the relevant Procurement.

19. Draft contract

The integral part of this Invitation is the Draft Contract, which incorporates all the elements from the Invitation.

20. Confidentiality of the Business Entities Documentation

Bidders submitting the Bids, which contain certain data being confidential, are obliged, along with the confidential data, to specify the legal basis for consideration of these data as confidential ones.

The data that, by no means, can be considered as confidential, pursuant to the Law on Public Procurement are:

- a) Total and unit prices specified in the Bid;
- b) Subject of the Procurement, i.e. offered goods, services or work referential for the comparison with the Technical Specification and the evaluation that the Bid is in line with the requirements from the Technical Specification;
- c) Evidence on personal condition of the Bidder (pursuant to the provisions of the Articles 45-51 of the Law).

21. Amendments, Supplements or Withdrawal of Bids

By the expiration of deadline for receipt of Bids, the Bidder can amend or supplement its Bid and so in a way to specify in a separate envelope, all the data contained in Point 18 of the Invitation, as follows:

Centralna banka Bosne i Hercegovine
Maršala Tita 25, 71000 Sarajevo

**PONUĐA ZA NABAVKU USLUGA – IZRADA NOVČANICA APOENA 200 KM
IZMJENA/DOPUNA PONUDE
„NE OTVARAJ“**

At the back side of the envelope the Bidder has to specify:
Name and the address of the Bidder / group of Bidders.

Within the deadline for Bids receipt, a Bidder can give up from the Bid, in a way to deliver the written statement on giving up from the Bid, with the mandatory quotations on subject of the Bid and the Number of Bid, no later than the expiration of deadline for Bids receipt.

The Bid cannot be altered, supplemented or withdrawn after the expiration of the deadline for the receipt of Bids.

22. Data on the Person in Charge of the Communication (Contact Person, Telephone Number and E-mail Address

All the communication with Bidders is carried out in writing (registered mail or e-mail) in a way that enquiries, requests for the explanations of the Documentation etc. are submitted to the address of the Central Bank of Bosnia and Herzegovina – Maršala Tita 25, 71000 Sarajevo or e-mail:: banknotes2022@cbbh.ba

23. Content of the Bid

All Bidders are obliged to submit the following documentation:

- The required evidence on meeting the qualification terms and conditions from Point 11
- Form for Submission of Bid, - Annex I;
- Form for Price of Bid, - Annex II;

Annex I

FORM FOR SUBMISSION OF BID

Name of the Bidder:	Seat, address and ID No. of the Bidder:	Signature of the authorised person of the Bidder:

CONTACT PERSON *(for this Bid)*

First and Second name	
Address	
Telephone	
E-mail	

STATEMENT OF THE BIDDER

In case the Bid is submitted by the Group of Bidders, the Statement is filled in by the representative of the Group of Bidders

In the procedure of the Public Procurement of Production of the 200 KM banknotes, No. 150-15-4-1266-2/22 ŽB dated 26th May 2022, which has been started by you and which has been published at web site of Central Bank of Bosnia and Herzegovina, we submit to you the Bid and we declare as follows:

1 In accordance with the content and requirements of the Invitation, we hereby, with this Statement, accept all its provisions in full, without reservation or restriction.

2 With this Bid we accept all the requirements of the Invitation in accordance with the terms set out in the Invitation, criteria and deadlines laid down, without reservation or restrictions.

3 The price of our Bid is: EUR _____

Attached is our Form for the Bid Price, which was completed in accordance with the requirements of the Invitation. In case of differences in the prices quoted in this Statement and the price quoted in the Form for the Bid Price, the price from the Form for the Bid Price is relevant.

4 This Bid is valid for _____ days (in letters: _____ days), counting from the expiration of deadline for receipt of Bids, i.e. until _____

5 Herein we state that (to select what is applicable for this Procedure of Public Procurement and to complete in case of other option):

- we have no intention to subcontract in this Public Procurement Procedure
- have the intention to subcontract in this Public Procurement Procedure and for the following parts of the Contract of Public Procurement: _____

_____ and we commit ourselves to inform the Contracting party in time about the identity of the subcontractor and to deliver the necessary documentation in line with the requirements from this Invitation, in case the Contract is awarded to us. The payment to the subcontractor shall be performed _____ **(to specify whether the Contracting party shall pay the subcontractor directly or not).**

If our Bid is the most successful one in this Public procurement procedure, we commit to submit a Performance Guarantee, immediately before the signing or within seven days deadline after the Contract signing by both parties, at latest, in accordance with the requirements of this Invitation.

First and Second name of the person authorized to represent the Bidder:

Signature of authorized person: _____

Place and date: _____

Seal of the Company: _____

FORM FOR THE PRICE OF BID
Procurement of services – production of 200 KM denomination banknotes

Name and ID No of Bidder: _____

No and date of Bid: _____

r.b.	DESCRIPTION	QUANTITY	PRICE FOR 1000 PIECES, in EUR	TOTAL PRICE, in EUR
1.	200 KM denomination banknote	260.000		
TOTAL PRICE in EUR				
DISCOUNT (%)				
TOTAL PRICE WITH THE DISCOUNT, in EUR				

In letters: _____ and
 ____/100 EUR.

- 1 Prices must be expressed in EUR. The price must be specified for each item of the Bid.
- 2 The Contracting Party may not have any costs other than those specified in this Form. The price must include all associated costs.
- 3 In case of difference between unit prices and total amount, the correction will be made in accordance with the unit prices.
- 4 Unit price is not considered a calculation error, i.e. it cannot be corrected.

Signature and seal of the Bidder: _____

**ON THE PRODUCTION AND DELIVERY OF THE CONVERTIBLE MARK
BANKNOTES IN THE DENOMINATIONS OF KM 200**

CENTRAL BANK OF BOSNIA AND HERZEGOVINA

Maršala Tita 25, 71000 Sarajevo, Bosnia and Herzegovina

hereinafter referred to as "**Central Bank**"

of the one part,

and

*****1

hereinafter referred to as "**Supplier**"

of the other part.

¹ In the fields marked by asterisk, the data on the selected Bidder will be entered.

Together hereinafter referred to as "**Parties**"

The Parties agree that, on the basis of the carried out public procurement procedure and the Decision of the Central Bank of Bosnia and Herzegovina on the selection of the best Bidder for production of the convertible mark banknotes 150-15-4-_____/22 as of _____, conclude the Contract as follows:

Article 1.

Subject of the Contract

1.1. The subject of this Contract is the production and delivery of banknotes of convertible mark in the denomination of 200 convertible marks (hereinafter referred to as: KM banknotes), as the legal tender in Bosnia and Herzegovina, according to this Contract and the documents mentioned below which represent the integral parts of this Contract:

- The Bid Price Form, No: _____ dated _____ 2022 (hereinafter: Attachment 1),
- Minutes on the performed negotiations with the Supplier, No: _____ dated _____ 2022 (hereinafter: Attachment 2),

1.2. If it is necessary for the production and delivery of KM banknotes, specimens and goods/services contracted herein, that the Supplier designs, constructs, manufactures and produces certain tools and material, the Supplier shall do that and include that in the total price of this Contract. At the request of the Supplier, the Central Bank shall hand over to the Supplier, the tools that the Central Bank has at its disposition, which were used during the production of the previous issue of 200 KM banknotes from 2002

Article 2.

KM banknotes

2.1. Supplier shall, in accordance with this Contract, produce and deliver the following quantity of KM banknotes to the Central Bank:

KM 200 denomination in the total quantity of **260,000** banknotes.

2.2 The KM 200 denomination banknotes which are the subject of this Contract should have identical technical features, design and security features as the KM 200 banknotes issued in 2002, whose specimen is an Attachment to this Contract, except for the following features:

1. The text „oebs 2002“ on the back of the banknote will not be printed, and on the face of the banknote, below the text „GUVERNER – ГУВЕРПЕР“ the year of the issue „2021“ should be printed.
2. Governor's signature (the facsimile of the signature of Senad Softić, Ph.D., Governor of the Central Bank of Bosnia and Herzegovina, will be printed).

Article 3.
Delivery

3.1. The total delivery of the entire quantity of KM banknotes should be made no later than 30 days from the date of entry into force of the Contract for the production of KM banknotes.

3.2. The Supplier is obliged to deliver the KM banknotes within the deadlines from the paragraph 3.1 and in the quantities defined in Annex 2 - Form for the Bid Price, which is the integral part of this Contract.

3.3. The Supplier is obliged to inform the Central Bank on the date of delivery in writing, at least 14 (fourteen) calendar days before the planned delivery. The appropriate original invoice and the documents on the origin of goods (e.g. EUR 1) will be submitted with each delivery, but the documents accompanying the delivery will be delivered to the Central Bank also by e-mail 48 (forty-eight) hours before the planned date of delivery

3.4. All the deliveries will be carried out by aircraft transport to the place of delivery:

CIP Sarajevo International Airport
Kurta Schorka 36
Sarajevo, Bosnia and Herzegovina.

3.5. The Central Bank will organize the transport from the place of delivery to the vault of the Central Bank at its own cost and risk.

3.6. In case that due to the force major or other objective reasons, which cannot be related to the Central Bank or the Supplier, the delivery cannot be organized by air transport, the Parties shall agree the alternative way of transport (road transport- CIP - Central Bank of Bosnia and Herzegovina , 25 Maršala Tita, str., 71000 Sarajevo). In this case, the Central Bank shall assist to the Supplier to organize the escort secured consignment from the border of Bosnia and Herzegovina to the Central Bank premises (25, Maršala Tita str., Sarajevo), which shall be organized at the cost of the Supplier.

Article 4.

Price and conditions of payment

4.1. The total price of the delivered KM banknotes amounts to

EUR _____

(in letters _____ EUR and ____/100)

4.2. Advance payment is not permitted.

4.3. After the successfully performed delivery of KM banknotes (in quantity and quality), according to the Contract, the Central Bank shall pay the invoice within thirty (30) calendar days, counting from the day of receipt of the appropriate invoice for delivery of the total quantity of delivered coins.

4.4. The payments will be done according to the Supplier Payment Instruction, which can be part of the Supplier's invoice or a separate document.

Article 5.

Guarantee related to the KM banknotes quality and the guarantee period

5.1. The Supplier guarantees that the KM banknotes produced and delivered under this Contract and the materials used comply with the provisions of this Contract and particularly with technical requirements set out in Attachment 1 of this Contract. The quality of the KM banknotes shall meet standards for KM banknotes indicated in this Contract, and the Supplier guarantees that the KM banknotes will be suitable for the intended use in the payment transactions.

5.2. The guarantee period starts from the date of entry into force of the Contract for production of KM banknotes, and ends 6 months after the expiration of the deadline for the delivery of KM banknotes (quantitatively and qualitatively).

5.3. In case that during the guarantee period, in relation to the contracted terms, some shortcomings, i.e. deviations, appear in banknotes, in any way, caused by the deficiencies in the production process or delivery process, and particularly the shortcomings, i.e. deviations, related to the quality and durability of the paper, used printing colours and security features, the Supplier shall be obliged to replace the delivered banknotes, at own cost, by the repeated printing and delivery of new KM banknotes, which shall have the same elements and characteristics as those contracted by this Contract.

5.4. The deadline for the delivery of the banknotes replacing the banknotes with the identified shortcomings/deviations cannot be longer than four (4) months, counting from the day of receiving an explained complaint in writing. The banknotes which are produced and delivered after the complaint, shall go through the same quality control process, and the same conditions on the guarantee period, guarantee and quality are applicable to them, as those related to the KM banknotes.

5.5. The provisions of this Article, which are related to the KM banknotes, are equally related to the specimens of the banknotes.

Article 6.

Control of the delivered KM banknotes

6.1 The delivered banknotes must not have deviations and differences in terms of machine readability in relation to the technical characteristics of the 2002 issue banknote, which have to be incorporated into newly delivered banknotes, as well as in terms of design and security features.

6.2 In case that the delivered banknotes do not meet the required technical characteristics, the Central Bank may exercise its right to activate the Performance Guarantee, without the right of objection of the selected supplier.

6.3 The Central Bank reserves the right to engage an entity which will independently carry out additional controls of the equality of the banknotes from 2002 and those printed pursuant to this Contract.

Article 7

Design, intellectual rights and other rights

7.1 The design of the KM banknotes and KM banknote specimens specified in the Invitation to Bid and this Contract is solely the ownership of the Central Bank and the Central Bank can use it in a manner the Central Bank wants and considers to be appropriate and useful. The Supplier is not entitled to any rights in relation to the design and the Central Bank is entitled to all property rights and intellectual rights.

7.2 The KM banknotes printing plates, films, moulds and other original materials for printing, i.e. the working material manufactured by the Supplier for production of KM banknotes and KM banknote specimens represent solely the property of the Central Bank and they can be used in a way the Central Bank wants and considers useful and appropriate.

The Central Bank is entitled to all property and intellectual rights related to the working material, without any compensation liability towards the Supplier on the basis of that and in that respect, the Central Bank is entitled to use the working materials for the need of future printing of KM banknotes, as well as to give or lend the working material to the third party for the purpose of future KM banknotes printing. The Supplier is not entitled to require the compensation for the technical solutions to be applied in the manufacturing of the KM banknotes/KM banknote specimens and working material, since this compensation is included in the total Bid price.

7.3 The provisions of this Article shall be fully applied to the specimens, plates for printing of banknotes, films, moulds or other original work material for the production of KM banknotes which, for the purpose of this Contract implementation, shall be handed over to the Supplier by the Central Bank.

Article 8

Statements of the Supplier

8.1. By signing this Contract, the Supplier declares and guarantees, on its behalf and on behalf of all the persons that will be included in the Public Procurement and Contract implementation process (regardless of the way and form of their engagement) that:

- a) it accepts the confidentiality of all the documents, information, data or facts related to the complete process of KM currency production (the data learned in the public procurement process, data on contracting, process of KM cash production, Technical specification, films, prints, moulds, warehousing and delivery),
- b) it accepts the confidentiality of all the documents, information, data or facts learned during the procurement process and during the process of KM cash production, and is bound to keep them for 10 (ten) years from the moment of learning them,
- c) the persons mentioned in the documents of the Supplier submitted to the Central Bank during the procurement process will not disclose the provisions of the Technical specification, conditions of procurement, provisions of the Contract and other documents and information or data learned during the public procurement process and the process of KM cash production throughout the Contract duration and 10 (ten) years after its completion.

8.2. By signing the Contract, the Supplier, hereby, confirms that it is fully aware of the given statements and the responsibility taken in that respect.

Article 9

Prohibition of employment

The Supplier has no right to employ, with purpose of performing this Contract, physical or legal entities that participated in the preparation of the Invitation or acted in the capacity of a member or an expert engaged by the Central Bank, at least six (6) months after the conclusion, i.e. from the beginning of the realization of the Contract.

Article 10.
Force majeure

10.1 The Supplier will not be considered liable for failures and delays in performing its obligations according to this Contract, arising from any cause beyond its control, including but not limited to, acts of God, civil riots or military coups, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots or natural disasters.

10.2 In the event of such delay, the Supplier shall promptly notify in writing the Central Bank on the reasons for the delay and the potential duration of the delay, whereby the Supplier's obligations related to the Contract performance shall be suspended during the period in which the conditions specified in 18.1 above persist and the Supplier shall be granted an extension of time for the Contract performance equal to the period of the delay. Provided that the conditions shall continue beyond the duration of 30 (thirty) days, either Contracting Party may terminate this Contract.

Article 11.
Non - waiver and assignment

11.1 No delay or failure by either Contracting Party to exercise any of its powers, rights or remedies under this Contract will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver must be done in writing. This shall not limit the Contracting Parties' rights to the remedies provided under the Contract.

11.2 During the term of this Contract resulting from its provisions, neither Contracting Party may assign its respective rights or interest stated in this Contract, in whole or in part, without the prior explicit written approval of the other Contracting Party. Such approval shall not be unreasonably postponed.

Article 12.
Severability

If any term or provision of this Contract is found by a court or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, it shall not affect the other terms or provisions of this Contract or the whole of this Contract, but such term or provision shall be modified to the extent necessary according to that court's opinion, to render such term or provision enforceable, and all the rights and obligations of the Contracting Parties shall be redefined and enforced accordingly, preserving, to the fullest extent possible, that the intents and agreements of the Parties remain the same as defined in this Contract.

Article 13.
Applicable law and disputes resolutions

13.1 The period of validity, performance, and content of this or any Contract resulting from this Contract as well as the rights and obligations of the Contracting Parties according to this Contract shall be regulated by the laws of Bosnia and Herzegovina.

13.2 The Contracting Parties will invest efforts to solve all the disputes which may arise from this Contract through the mutual agreement, if that is not the case, the exclusive jurisdiction of the courts in Bosnia and Herzegovina is agreed.

13.3 As exception from paragraph 21.2, the Contracting Parties may agree that their dispute related to this Contract shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, with the application of the rules/ procedures of the International Arbitration. In such case, the arbitration language shall be English, and the place of arbitration shall be decided by Central Bank.

13.4 In the event of a dispute between the Central Bank and the Supplier, the following hierarchy of documents shall prevail:

- a) the Contract (without Attachments 1 and 2),
- b) Attachment 2 of this Contract,
- c) Attachment 1 of this Contract,
- d) individual agreements or contracts based on this Contract,
- e) Incoterms 2020.

13.5 The terms and provisions of this Contract shall also apply, without the explicit mentioning in this Contract being necessary, to any individual agreement based on this Contract.

Article 14

Notices, notifications and contacts

14.1 The Central Bank agrees to give the Supplier immediate notice, without delay, on any and all claims for which the Supplier is liable and the Supplier agrees to give the Central Bank immediate notice, without delay, on any and all claims for which the Central Bank is liable. All notices, requests or demands or other communication shall be in writing and shall be deemed to have been duly delivered five (5) days after dispatching by mail, first-class registered mail, prepaid postage or on the same day by fax.

14.2. Any and all notifications to be made to the other Party shall be made in writing and sent by means of registered mail or electronically to the addresses of the Contracting Parties, mentioned in this Contract or to the e-mail addresses of project coordinators from paragraph 3 of this Article.

14.3 By appointing a project coordinator, each Contracting Party ensures that all the conversations and explanations necessary for the Contract implementation should be carried out without delays.

The Central Bank appoints the person mentioned below as a project coordinator :²

E-mail : *****

Phone : *****

The Supplier appoints the person mentioned below as a project coordinator:³

² When concluding the Contract, instead of asterisk, the data on the person appointed by the Central Bank, his/her email and phone number will be entered.

³ When concluding the Contract, instead of asterisk, the data on the person appointed by the Supplier, his/her email and phone number will be entered.

E-mail: *****

Phone: *****

Telefon: *****

Article 15
Entire Contract and modification

15.1 This Contract, together with all its Attachments, mentioned in Article 1, constitutes the entire agreement between the Contracting Parties, relating to the production and delivery of KM banknotes and revokes and replaces all the previous communication and arrangements of representatives, either oral or written, with respect to the subject of this Contract.

15.2 No modifications of or additions to any provision of the Contract shall be binding to any Contracting Party unless made in writing and signed by a duly authorised representative of each Contracting Party.

Article 16
Entry into force

16.1 This Contract shall take effect when signed by both Contracting Parties.

16.2 This Contract has been made in English.

16.3 This Contract has been made in four original copies and each Contracting Party acknowledges the receipt of two such original copies.

Signed for and on behalf of the

Signed for and on behalf

Central Bank of BH

of the Supplier

Governor

Senad Softić, Ph.D.

Sarajevo, _____

Ref. No: _____

Ref. No: _____