



Kartverket

Purchase agreement for smaller purchase of goods

The agreement governing the purchase of **GNSS licenses, equipment and installation** for the Republic Srpska.

Has been concluded between;

Statens kartverk (The Norwegian Mapping Authority) (SK)
(hereafter referred to as the contracting authority)

And

Name of supplier
(hereafter referred to as the Contractor)

Project beneficiary Administration for geodetic and real property affairs of Republika Srpska (GARS) of Bosnia and Herzegovina will be signing the contract for no-objection.

As part of this agreement:

Appendix 1: The contracting authority's descriptions and requirements for the agreement

Appendix 2: The Contractors specifications and offer

1 Assignment

1.1 Contents

The scope and content of the delivery are specified in Appendix 1 and Appendix 2 to this Agreement.

Changes in the scope or content of the delivery must be agreed in writing.

2 Time and location of delivery

The delivery must be delivered at the agreed-upon time and place.

Delivery must take place DPP (Delivered Duty Paid Incoterms 2000), freely delivered to the agreed-upon delivery site. The contracting authority assumes liability for the goods once they have been delivered and installed at the delivery location in accordance with the agreement.

3 Characteristics of the goods

The Contractor must deliver the good(s) in accordance with the requirements to the type, amount, quality, other characteristics and packaging stipulated in Appendix 1.

The delivery is defective if it does not comply with these requirements.

4 Price

The delivery is performed at a cost of **NOK** including VAT.

For a detailed description of the price and price provisions, see Appendix 1 and 2.

The contracting authority must not be charged for any additional costs relating to the delivery.

5 Invoicing and payment

Invoicing should take place when the delivery and installation services are completed.

Payment must be made on invoicing per 30 (thirty) calendar days.

All invoices must be submitted electronically. The contracting authority can receive an electronic invoice in the EHF-format. The contracting authority is linked to the access point with the VAT registration number 971040238.

The invoice must be marked with:

Name: Maria Lodin

Reference: 51129

In the event of late payment, the supplier may charge interest in accordance with Act no 100 of 17 December 1976 relating to Interest on Overdue Payments, etc.

6 Property rights

Property rights to the goods must be transferred to the contracting authority at whichever comes first of the following two times:

1. The time the contracting authority pays for the goods.
2. The time the contracting authority receives the goods.

Property rights to the goods are transferred free of any purchase money security interest or similar reservations.

7 Duty to inspect

After delivery, the contracting authority must inspect the goods as soon as possible, and in accordance with good practice.

8 Notice of a defective performance

The parties are obligated to give written notice without undue delay once the defective performance has been identified or should have been identified.

9 Confidentiality

The provisions on the duty of confidentiality in the Act of 10 February 1967 relating to procedure in cases concerning the public administration (Public Administration Act) applies to the supplier.

10 Defective performance

If there is a defect, and this is not due to the contracting authority or circumstances on its part, the contracting authority may:

1. Maintain the purchase and demand fulfilment
This does not apply if there is a hindrance that the Contractor cannot overcome, or to the extent that fulfilment will entail a too great an inconvenience or cost for the Contractor that it is in materially disproportion to the contracting authority's interest for the Contractor to fulfil.
2. Termination for breach
The contracting authority may terminate the purchase when the delay results in significant breach of contract.
The purchase may also be terminated if the Contractor does not deliver within a reasonable additional deadline for fulfilment that the contracting authority has determined

11 Delays

If the good(s) are not delivered or delivered too late and this is not due to the contracting authority or circumstances on its part, the contracting authority may demand:

3. Correction and redelivery
The contracting authority may demand of the Contractor at the Contractor's own expense to correct the defect if this can occur without causing the Contractor unreasonable cost or inconvenience. The Contractor may instead redeliver. The contracting authority may demand redelivery when the defect is significant.
4. Discount
The contracting authority may demand a price reduction so that the ratio between the reduced and the agreed price corresponds to the ratio between the value of the goods in defective and contractual condition at the time of delivery.
5. Termination for breach
The contracting authority may terminate the purchase if the defect results in significant breach of contract.

12 Withhold the purchase price

If the contracting authority has claims arising from the Contractor's breach of contract, the contracting authority may withhold as much of the purchase price as will ensure that the contracting authority receives the claim covered.

13 Damages

The contracting authority may claim compensation for the loss suffered as a result of delay or defect from the Contractor's side. However, this does not apply provided that the Contractor proves that the delay is due to an obstacle beyond the Contractor's control.

14 Termination

The agreement may be terminated in writing by the contracting authority with a 15-day notice.

Expenses incurred until the expiry of the termination period is invoiced pursuant to Section 6 of this agreement.

15 Force Majeure

If an extraordinary situation occurs that must be regarded as force majeure, this agreement must not be deemed to have been breached as long as the force majeure situation persists. If it is assumed that the delivery will be delayed due to the force majeure situation, the Contractor must without undue delay give the contracting authority written notice of this, stating how long the force majeure situation is expected to last.

If the force majeure situation lasts or is expected to last more than 30 days, either party may terminate the agreement with a 15-day notice.

In the event of termination as a result of force majeure, expenses will be incurred until the expiry of the termination period is invoiced pursuant to Section 5 of this agreement.

16 Governing law

The parties' rights and obligations pursuant to this agreement are fully determined by Norwegian law.

17 Disputes

In the event of a dispute arising in connection with the contract, the case must be resolved through negotiations. If negotiations fail, the case must be decided by ordinary courts. Oslo is the legal venue if the parties do not agree on another place.

18 Contact persons

All written inquiries regarding this agreement must be sent to:

Contracting authority	
Name:	Maria Lodin
Position	Project manager, SK
Telephone:	+47 488 98 959
E-mail:	maria.lodin@kartverket.no

GARS	
Name:	Zoran Milovanović
Position	Expert associate for SDI Republic of Srpska
Telephone:	065 771 692
E-mail:	zoran.geo@gmail.com

Contractor	
Name:	
Position	
Telephone:	
E-mail:	

19 Signatures

This Agreement is executed in duplicate, with each party holding one (1) copy.

Oslo, [date]	[Place], [date]	[Place], [date]
Statens kartverk	GARS	[Contractors company name]
Kåre Kyrkjeide	[Name, Surname]	[Name, Surname]
Director International Services	[Position]	[Position]
Contracting Authority	Signing for no-objection	Contractor