



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

Swiss Confederation

Federal Department of Economic Affairs,  
Education and Research EAER

**State Secretariat for Economic Affairs SECO**  
Bilateral Economic Relations  
Sanctions

## **Contract**

### **for the purchase of forgery-resistant certificates**

Between

#### **THE SWISS CONFEDERATION**

**Represented by**

**The State Secretariat for Economic Affairs (SECO)**

Holzikofenweg 36, 3003 Bern, Switzerland

Established in accordance with the Swiss Federal Law on the Organisation of the Government and the Administration (SR 172.010)

Represented by Mr. Roland E. Vock, Head Sanctions

Tel:XXX

**Hereinafter referred to as "SECO" or "the buyer"**

And

**STATNI TISKARNA CENIN, státní podnik**

Růžová 943/6, 110 00 Praha 1, Czech Republic

Tel: xxx

Registered in the Commercial Register at the Municipal Court in Praha, section A LX, insert 296,  
file Ps 296/1

**Represented by Mr. Václav Plesník,**

**Entrusted with the authority of the general manager**

Identification no. 00001279

VAT no. CZ 00001279

Bank account no. xxx

**Hereinafter referred to as "STC" or "the seller"**

**Persons authorized to act in the contractual and economic matters**

on the side of the buyer: XXX

on the side of the seller: XXX

### **Persons authorized to act in the technical and material matters**

on the side of the buyer: XXX

on the side of the seller: XXX

on the side of the seller: XXX

### **Article 1 Description of purchase**

**Goods:** **Swiss Kimberley Process certificates (hereinafter referred to as “certificates” or “goods”) as they have already been printed by STC and specimens thereof marked with the tag “SPECIMEN”. The goods shall be printed on the security paper the following specification:**

Xxx

**Quantity:** xxx pieces and XXX specimens.

### **Article 2 Price**

**Price:** € 4.00 per certificate and € 3.00 per specimen.

**Total price:** € 12'450 (twelve thousand four hundred fifty Euros). The price includes the cost of production of xxx pcs specimens.

**Shipment:** Costs for shipment are not included in the aforementioned total price and shall be paid by the buyer. Delivery shall take place through DHL and be paid at the actual cost set by the shipping company.

**VAT:** VAT is not included in the price. Should VAT be paid according to the Swiss Federal Law on the Value Added Tax, SECO will ensure its payment to the competent Swiss Federal authority.

Additional prints will be charged at a price of € 12'000 (twelve thousand Euros) for 3 000 pieces. The aforementioned price may be reduced or augmented as a consequence of substantial changes in the exchange rate, costs of materials or unexpected economic circumstances at the time of the buyer's additional order. If the price for additional prints is to be augmented, the seller shall inform the buyer of the modification of the price. A written acceptance of the augmented price by the buyer is necessary prior to any additional printing.

### **Article 3      Terms of payment**

Within 30 (thirty) days upon reception of the purchased goods.

Payment to:    xxx

Beneficiary: STÁTNI TISKÁRNA CENIN, státní podnik

STC must submit all invoices by electronic means ("e-billing").

Information on the electronic billing procedures of the Swiss Confederation are available on the following website: <http://www.e-rechnung.admin.ch/e/index.php>

Electronic invoices ("e-bills") have to be sent to the following address:

State Secretariat for Economic Affairs (SECO)

c/o DLZ FI EFD

CH-3003 Berne, Switzerland

All invoices must imperatively include the following reference number (order number): 0947001165

### **Article 4      Delivery**

Delivery time: Certificates to be delivered within 45 (fourty-five) days upon written acceptance of the contract by the buyer and the seller.

### **Article 5      Performance**

Seller: The STC shall perform by delivering through DHL the purchased goods to the State Secretariat for Economic Affairs (SECO), Holzikofenweg 36, 3003 Bern, Switzerland.

Buyer: The Swiss Confederation shall perform by paying the price within 30 (thirty) days upon reception of the purchased goods as described in Article 3.

The certificates -objects of this contract - are to be produced by STC. Subcontracting is not permitted.

#### **Article 6      Transfer of title and risks**

Title and risks are transferred at the time and place of performance by STC.

#### **Article 7      Confidentiality**

The contractual parties shall keep confidential all information which is not generally known or in the public domain. Confidentiality has to be maintained even before signing the contract and the confidentiality requirement remains valid after the fulfilment of the contractual relationship. Legal disclosure obligations remain reserved.

If the seller wants to advertise the contractual relationship or make it public otherwise, prior written approval of the buyer is required.

#### **Article 8      Delinquency**

The seller is considered delinquent if the delivery deadline agreed upon by the parties is not respected.

The buyer may give the seller a second deadline with legal consequences (Section 107 of the Swiss Code of Obligations).

If the seller is delinquent, a penalty in the amount of 1 % of the purchase price per day of delay is assessed, but not more than 10 % of the purchase price. The payment of the penalty does not exempt the seller from performing the contractual obligations. In cases of force majeure, no penalty shall be imposed.

#### **Article 9      Guarantee**

As the expert and being aware of the intended use of the goods to be supplied, the seller guarantees that the goods have the promised features and that they are free of any material defects or defects in title which decrease their suitability for the intended use.

The buyer shall inspect the goods immediately upon delivery but not later than 30 days after delivery. After expiration of this deadline, the goods are deemed to have been accepted. If the goods are defective, the buyer can cancel the contract or request that the goods be replaced and delivered (replacement delivery).

The guarantee period expires 12 months after delivery of the goods. The buyer has the right to claim the subject matter of faulty at any time during the guarantee period. The buyer shall notify the supplier in writing about defects, accompanied by defective items of goods, to which the complaint relates.

**Article 10      Anticorruption clause**

The contracting parties shall neither offer a third person nor seek, accept or get promised directly or indirectly for themselves or for any other party any gift or benefit which would or could be construed as an illegal or corrupt practice.

**Article 11      Provision of information**

STC declares his express consent to the SECO providing information in terms of the Freedom of Information Act (<https://www.admin.ch/opc/en/classified-compilation/20022540/index.html>) on the content of this Contract, in particular on the specific assignment, the financing or remuneration and the name and address of STC.

**Article 12      Duration of the contract**

This contract enters in force upon signature by both parties and terminates upon expiration of the period of guarantee as described in Article 9.

**Article 13      Changes**

Every change in the contract must be confirmed in writing and signed by both parties.

**Article 13      Applicable law and place of jurisdiction**

Unless otherwise stipulated in the present contract the annexed General Terms and Conditions for the Procurement of Goods apply. Conditions not covered therein or in this contract are governed by the Swiss Code of Obligations.

The applicability of the UN Convention on the International Sale of Movable Good of April 11, 1980, (Vienna Convention) is expressly excluded.

Place of jurisdiction is Bern, Switzerland.

Place and date of signature:

3003 Bern,

On behalf of the Swiss Confederation:

Place and date of signature:

Praha,

On behalf of the STATNI TISKARNA CENIN,  
statni podnik:

Enclosures:      General Terms and Conditions for the Procurement of Goods of the Swiss Federal Procurement Commission