

Broj 01/14-227/36

Podgorica, 20.03.2023. god.

ZYRA E PUNISHTALL - ARKIVËS

443/1
27.2.2023

Podgorica, 03.02.2023. d.

Ugovor o javnoj nabavci stručne literature u elektronskoj formi u okviru partije 11 za potrebe međunarodnog Erasmus + CBHE projekta "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP

Zaključen između:

- 1. Univerziteta Crne Gore** sa sjedištem u Podgorici, Crna Gora, Cetinjska br. 2, PIB: 02016702, Broj računa: 510-133761-46 (MEP&M) Naziv banke: Crnogorska komercijalna banka, koga zastupa rektor prof. dr Vladimir Božović (u daljem tekstu: Naručilac),
- 2. Univerziteta u Valoni „Ismail Ćemali“**, L. Pavaresia, Rr. Kosovo, 9400 Valona, Albanija, PIB K56703246N, broj računa IBAN AL19202110060000000011623054 Naziv banke Raiffeisen Bank Sha SWIFT SGSBALTX koga zastupa administrator Saimir Xhelaj (u daljem tekstu Korisnik) i
- 3. EDUCATIONAL CENTRE doo** sa sjedištem u Podgorici, Crna Gora, Njegoševa 45, PIB 02388197, Broj računa IBAN ME25540000007300656645, SWIFT OPPOMEPG Erste banka, koga zastupa izvršna direktorica Anita Bogavac, (u daljem tekstu: Dobavljač).

Ugovorne strane dogovorile su sledeće:

OSNOV UGOVORA

Osnov za zaključivanje Ugovora je član 7 partnerskog Sporazuma o sprovođenju postupka javne nabavke opreme za potrebe međunarodnog Erasmus + CBHE projekta "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP zaključen između Univerziteta Crne Gore (dj.br. 05/1-2-1-169 od 01.07.2022.g), Univerziteta Aleksandar Moisiu u Draču (dj.br. 1095 od 08.07.2022.) i Univerziteta Ismail Ćemali u Valoni dj. br (611/22 od 12.07.2022.).

PREDMET UGOVORA

Član 1



Predmet ovog ugovora je nabavka i instalacija stručne literature u elektronskoj formi (Erasmus+ CBHE projekat: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP) prema tenderskoj dokumentaciji broj 01/14-227/2 od 11.10.2022.godine, izmjenama i dopunama iste; Odluci o izboru najpovoljnije ponude broj 05/1-2-1-227/20 od 21.12.2022.g i prema ponudi Dobavljača broj #42904 od 11.11.2022. u 12:25h.

Član 2

Dobavljač se obavezuje da za Naručioca izvrši isporuku i instalaciju opreme u skladu sa tenderskom dokumentacijom, a Naručilac se obavezuje da zvanično preuzme i plati Dobavljaču vrijednost robe prema prihvaćenoj cijeni iz Ponude broj #42904 od 11.11.2022. u 12:25h.

Finansijski dio ponude čini sastavni dio ovog Ugovora.

CIJENA I USLOVI PLAĆANJA

Član 3

Vrijednost robe prema prihvaćenoj ponudi #42904 od 11.11.2022. godine iznosi 2.975,00 eura bez uračunatog PDV-a, PDV 0%, ukupno sa PDV-om 2.975,00 eura. Cijena uključuje isporuku i instalaciju opreme, kao i sve zavisne troškove koji opterećuju dobavljača, a takođe je definisana DDP-om Naručioca INCOTERMS 2010 na lokaciji Korisnika: Univerzitet u Valoni „Ismail Ćemali“, L. Pavaresia, Rr. Kosovo, 9400 Vlore, Albanija.

Način plaćanja: Avans u iznosu 50%, ostatak virmanski po izvršenoj isporuci.

Za predmetnu nabavku PDV je 0%, na osnovu Okvirnog sporazuma zaključenog između Crne Gore i Evropske komisije (Službeni list Crne Gore, Međunarodni sporazumi 05/15 od 04. juna 2015. godine) na osnovu kojeg su saugovarači projekata koje finansira Evropska komisija oslobođeni od plaćanja taksu, carina i drugih fiskalnih dažbina za opremu, materijal i usluge vezano za implementaciju projekta. Oslobođanje od obaveze plaćanja PDV-a (potvrda Generalnog direktorata za konzularne poslove i dijasporu broj broj 7/3-923/21-165-2 od 22.01.2021.godine) za projekte u okviru programa koji se finansiraju od strane EU, odnosno u skladu sa međunarodnim ugovorom vrši se u skladu sa Zakonom o porezu na dodatu vrijednost ("Službeni list Republike Crne Gore", br. 065/01 od 31.12.2001, 012/02 od 15.03.2002, 038/02 od 26.07.2002, 072/02 od 31.12.2002, 021/03 od 31.03.2003, 076/05 od 16.12.2005, 004/06 od 27.01.2006, "Službeni list Crne Gore", br. 016/07 od 27.12.2007, 073/10 od 10.12.2010, 040/11 od 08.08.2011, 029/13 od 22.06.2013, 009/15 od 05.03.2015, 053/16 od 11.08.2016, 001/17 od 09.01.2017, 050/17 od 31.07.2017, 046/19 od 07.08.2019, 073/19 od 27.12.2019,



080/20 od 04.08.2020, 008/21 od 26.01.2021, 059/21 od 04.06.2021) i Pravilnikom o postupku oslobađanja od plaćanja poreza na dodatu vrijednost investitora i isporuku određenih proizvoda i usluga ("Sl. list Crne Gore", br. 17/15 od 17.04.2015, 68/15 od 08.12.2015).

Korisnik se obavezuje da podnese Zahtjev za oslobađanje od plaćanja PDV-a uz potvrdu o evidenciji ugovora. Uz Zahtjev se dostavlja i predračun koji mora sadržati iznos troškova bez PDV-a, iznos PDV-a i ukupan iznos sa PDV-om, nakon čega nadležno tijelo priprema potvrdu za oslobađanje od PDV-a, koju dostavlja korisniku granta i poreskom organu.

Nakon izvršene isporuke robe dobavljač je dužan da Korisniku izda račun potpisan od ovlašćenog lica bez carina i PDV-a. Račun mora sadržati broj ugovora po kojem se vrši uplata, naziv programa i puni naziv projekta sa akronimom (Erasmus + CBHE projekat "Development of Regional Joint Master Program in Maritime Environmental Protection and Management - MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP, Ref. Ares (2020)7988115-29/12/2020). Oslobađanje od carine i PDV-a za projekte u okviru programa koje finansira EU, odnosno u skladu sa međunarodnim sporazumom, vrši se u skladu sa albanskim Zakonom br. 92/2014, član 56.

Navedena ukupna cijena kao i pojedinačne cijene definisane ponudom Dobavljača su fiksne i ne podliježu promjenama u toku trajanja Ugovora.

Korisnik će vršiti plaćanje virmanski, u 30 dana po isporučenoj opremi i njenoj instalaciji, a na osnovu uredno dostavljene fakture sa otpremnicom i kvalitativno-kvantitativnim zapisnikom o izvršenoj primopredaji, na žiro račun Dobavljača.

ROK I MJESTO

Član 4

Rok isporuke 59 dana od dana potpisivanja ugovora.

Ako dobavljač ne isporuči opremu u ugovorenom roku isporuke, platiće kazne u iznosu od 0,05% za svaki dan kašnjenja, ali najviše 10% od ukupnog ugovorenog iznosa.

Mjesto izvršenja ugovora je DDP Korisnika INCOTERMS 2010 na lokaciji Univerzitet u Valoni „Ismail Ćemali“, L. Pavaresia, Rr. Kosovo, 9400 Vlore, Shkiperi - Albanija.

KVALITATIVNI PRIJEM ROBE

Član 5

Prilikom isporuke robe iz člana 1. Ugovora, Korisnik je obavezan da izvrši kvalitativni prijem robe.



Ovlašćeno lice Korisnika vrši nadzor nad isporukom opreme, njenom instalacijom i integracijom u sistem, kao i kompletnu kontrolu izvršenja ugovorenog posla prema datoj specifikaciji i prihvaćenoj ponudi, kvaliteta isporučene opreme, dinamike napredovanja ugovorenog posla i ugovorenog roka završetka.

Kada prilikom kvalitativnog prijema, utvrdi da je isporučena roba odgovarajućeg kvaliteta, ovlašćeno lice Korisnika, koje je vršilo prijem, obavezno je da na primjerku otpremnice konstatuje da je izvršen prijem i da je isporučena roba u skladu sa specifikacijom iz tenderske dokumentacije i ponude.

Ako ovlašćeno lice Korisnika tokom prijema robe utvrdi da roba nije u skladu sa specifikacijom iz tenderske dokumentacije, odnosno ponude, ovlašćeno je da odbije prijem robe i odmah dobavljaču vrati robu koja je bila predmet prijema i kontrole. U ovom slučaju, Dobavljač je dužan da, u zatom roku do 30 (trideset) dana, dostavi Korisniku robu koja je predmet Ugovora, a koja je u skladu sa specifikacijom iz ponude.

Član 6

Korisnik se obavezuje da obezbijedi uslove za primopredaju robe. Tokom isporuke predmetne robe, izabrani ponuđač dostavlja korisniku potrebnu tehničku dokumentaciju koja dokazuje opise i bitne karakteristike materijala i opreme kao i garancije za servisiranje opreme u ovlašćenim servisima (prilikom isporuke opreme dobavljač dostavlja informacije o ovlašćenim servisima) sa tehničkim detaljima za predmetnu opremu.

Korisnik je dužan da Dobavljaču dostavi prigovor na količinu i robu koja nije u skladu sa specifikacijom iz ponude, koja se isporučuje, odmah, po preuzimanju robe.

Naknadni prigovor Korisnika neće obavezivati Dobavljača.

Ako ovlašćeno lice Korisnika u roku od 6 (šest) mjeseci od dana prijema robe utvrdi postojanje skrivenih nedostataka ili nedostataka koji nisu mogli biti otkriveni redovnim pregledom isporuke, ovlašćeno je da pisanim putem obavijesti Dobavljača u roku od 8 (osam) dana i da zahtijeva novu isporuku ispravne robe dogovorenog kvaliteta, zahtijevanih tehničkih i funkcionalnih karakteristika, u roku do najkasnije 30 (trideset) dana od dana dostavljanja zahtjeva u pisanoj formi.



VIŠA SILA

Član 7

U slučaju više sile svaka ugovorna strana dužna je obavijestiti drugu stranu o nastanku takvog slučaja u roku od 48 (četrdeset osam) sati. Obavještenje mora da sadrži opis uzroka više sile, kao i rok kada će se ispuniti obaveze definisane ugovorom.

Korisnik i Dobavljač se slažu da bilo kakve promjene u ugovoru moraju biti prethodno najavljene najkasnije u roku od 15 (petnaest) dana i međusobno dogovorene u pisanom obliku. Sva komunikacija između mora biti u dokumentovanom obliku.

Član 8

Sva isporučena oprema mora odgovarati opisu, bitnim karakteristikama predmeta nabavke u pogledu kvaliteta, performansi i/ili dimenzija i obimu definisanim Tenderskom dokumentacijom;

Po završetku kvantitativno-kvalitativne primopredaje, dobavljač je dužan da sačini zapisnik o primopredaji opreme sa njenom instalacijom i integracijom u sistem, koji potpisuju i ovjeravaju ovlašćeni predstavnici ugovornih strana.

Član 9

Dobavljač garantuje da je ponuđena roba nova i neupotrebljavana, kao i da nema stvarnih i pravnih nedostataka.

Član 10

Dobavljač je u obavezi da isplanira ciklus isporuke, izvođenja instalacija i puštanja u rad uz poštovanje svih rokova i bez ometanja radnih procesa Korisnika.

Dobavljač je u obavezi da svoj proces rada prilagodi Korisniku.

GARANCIJA

Član 11

Dobavljač se obavezuje da uz potpisan ugovor o javnoj nabavci, Korisniku preda:

- 1) Garanciju za dobro izvršenje Ugovora u iznosu od 10% od vrijednosti ugovora, sa rokom važenja 90 dana od dana zaključivanja ugovora.
- 2) Avansnu garanciju, za avansno plaćanje u iznosu ugovorenog avansa sa rokom važenja 90 dana od dana zaključivanja ugovora.



Ukoliko ne postupi u skladu sa stavom 1 ovog člana, smatraće se da je odbio da zaključi ugovor.

RASKID UGOVORA

Član 12

Korisnik ima pravo da jednostrano raskine ugovor o javnoj nabavci u slučaju da dobavljač:

- jasno izražava svoju namjeru da neće nastaviti ispunjavanje svoje ugovorne obaveze;
- ne postupi u skladu sa članom 11 ovog Ugovora;
- ne izvršava svoje obaveze u rokovima i na način predviđen ugovorom.

Dobavljač ima pravo da jednostrano raskine ugovor ako Korisnik ne plati u rokovima i na način predviđen ugovorom.

ANTIKORUPCIJSKA KLAUZULA

Član 13

Ugovor o javnoj nabavci koji je zaključen uz kršenje antikorupcijskog pravila u skladu sa odredbama člana 38 stav 3 Zakona o javnim nabavkama („Službeni list CG”, br. 074/19 od 30.12.2019.) ništav je.

PREUZIMANJE PRAVA I OBAVEZA

Član 14

Ukoliko u toku važnosti ovog ugovora dođe do bilo kakvih promjena u nazivu ili drugim statusnim promjenama ugovornih strana, tada će sva prava i obaveze ugovorne strane kod koje dođe do takve promjene, preći na njenog sljedbenika.

PRIMJENA PROPISA

Član 15

Za sve što nije predviđeno ovim ugovorom primjenjuju se odredbe Zakona o obligacionim odnosima i drugih pozitivnih propisa Crne Gore.



SUDSKA NADLEŽNOST

Član 16

Ugovorne strane su saglasne da eventualne sporove povodom ovog ugovora rješavaju sporazumom.

U protivnom, spor će rješavati nadležni sud u Podgorici.

Član 17

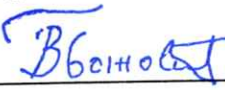
Ovaj ugovor je pravno valjano zaključen i potpisan od dolje navedenih ovlašćenih zakonskih zastupnika strana ugovora i sačinjen u 4 (četiri) istovjetna primjerka od kojih po 2 (dva) primjerka zadržavaju Korisnik i Dobavljač.

NARUČILAC

Univerzitet Crne Gore

Rektor

Prof. dr Vladimir Božović





DOBAVLJAČ

KORISNIK

Univerzitet u Valoni „Ismail Ćemali“

Administrator Samir Xhelaj

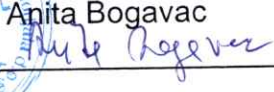




EDUCATIONAL CENTRE doo

Izvršna direktorica

Anita Bogavac





Agreement on the public procurement of professional literature in electronic form within lot 11 for the needs of the international Erasmus + CBHE project "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", reference number: 619239-EPP-1-2020-1-ME- EPPKA2-CBHE-JP

Concluded between:

1. University of Montenegro seated in Podgorica, Montenegro, Cetinjska no. 2, PIB: 02016702, Account number: 510-133761-46 (MEP&M) Name of the bank: Crnogorska komercijalna banka, represented by the rector prof. Dr. Vladimir Božović (hereinafter: Client),

2. **University of Valona "Ismail Qemali"**, L. Pavaresia, Rr. Kosovo, 9400 Vlore, Albania, Identification number K56703246N, bank account number IBAN AL1920211006000000011623054, Raiffeisen Bank Sha SWIFT SGSBALTX represented by the administrator Saimir Xhelaj (hereinafter the User) and

3. **EDUCATIONAL CENTRE doo** with headquarters in Podgorica, Montenegro, Njegoševa 45, PIB 02388197, Account number: IBAN ME25540000007300656645, SWIFT OPPOMEPG Erste bank, represented by executive director Anita Bogavac, (hereinafter: the Supplier).

The Contracting Parties have agreed as follows:

BASIS OF CONTRACT

The basis for concluding this Agreement is Article 7 of the Partnership Agreement on the Implementation of the Public Procurement Procedure for Equipment for the Needs of the International Erasmus + CBHE Project "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", reference number: 619239-EPP-1-2020-1 -ME-EPPKA2-CBHE-JP. concluded between the University of Montenegro (05/1-2-1-169 dated on 01.07.2022) University of Valona "Ismail Qemali (611/22 dated on 12.07.2022.) and University of Durrës "Aleksandar Moisiu" (1095 dated on 08.7.2022.).



SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the procurement and installation of professional literature in electronic form (Erasmus+ CBHE projekat: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP) according to the tender documentation number 01/14-227/2 from 11.10.2022, and amendments to the same, Decision on selection of the most favorable bid number 05/1-2-1-227/20 from 21th of December 2021 and according to the offer code #42904 from 11.11.2022. at 12:25h.

Article 2

The Supplier undertakes to deliver and install equipment for the User in accordance with the tendering documentation, and the User undertakes to officially take over and pay the Supplier the value of the goods according to the accepted price from Offer code #42904 from 11.11.2022.

The financial part of the bid forms an integral part of this Contract.

PRICE AND THE PAYMENT TERMS

Article 3

Value of goods according to the accepted Offer code #42904 from 11.11.2022. is 2.975,00 Euros, VAT 0%, total with VAT 2.975,00 Euros.

The price includes delivery and installation of equipment, as well as all dependent costs that burden the Supplier defined by the DDP of the User INCOTERMS 2010 on the location University of Vlore "Ismail Qemali", L. Pavaresia, Rr. Kosovo, 9400 Vlore, Albania.

Method of payment: Advance payment in the amount of 50% based on the pro-forma invoice, the rest by bank transfer upon delivery.

For the related procurement, VAT is 0%, based on the Framework Agreement concluded between Montenegro and the European Commission (Official Gazette of Montenegro, International Agreements 05/15 of 4 June 2015), based on which the contractors of projects financed by the European Commission are exempted from payment of fees, customs duties and other fiscal duties for equipment, materials and services related to project implementation. Exemption from the obligation to pay VAT (certificate of the General Directorate for Consular Affairs and Diaspora No. 7/3-923/21-165-2 from 22.01.2021) for projects within the programs financed by the EU, i.e. in accordance with the international agreement, is performed in accordance with the Law on Value Added Tax (Official Gazette of the Republic of Montenegro, No. 065/01 of 31.12.2001, 012/02 of



15.03.2002, 038/02 of 26.07.2002, 072/02 of 31.12.2002, 021/03 of 31.03.2003, 076/05 of 16.12.2005, 004/06 of 27.01.2006, Official Gazette of Montenegro, No. 016/07 of 27.12.2007, 073/10 of 10.12.2010, 040/11 of 08.08.2011, 029/13 of 22.06.2013, 009/15 of 05.03.2015, 053/16 of 11.08.2016, 001/17 of 09.01.2017, 050/17 of 31.07.2017, 046/19 of 07.08.2019, 073/19 of 27.12.2019, 080/20 of 04.08.2020, 008/21 of 26.01.2021, 059/21 of 04.06.2021) and Rulebook on the procedure of exemption from payment of value added tax to investors and delivery of certain products and services (Official Gazette of Montenegro, No. 17/15 of 17.04.2015, 68/15 of 08.12.2015).

The User undertakes to submit a Request for VAT exemption with a certificate of contract records. The Request is accompanied by a pro-forma invoice which may contain the amount of costs without VAT, the amount of VAT and the total amount with VAT, after which the competent authority prepares a certificate for VAT exemption, which is submitted to the grant beneficiary and the tax authority. Exemption from customs and VAT for projects within EU-funded programs, i.e. in accordance with the international agreement, is done in accordance with the Albanian Law no. 92/2014, Article 56.

After the delivery of the goods, the Supplier is obliged to issue an invoice to the User signed by an authorized person without customs duties and VAT. The invoice must contain the number of the Contract under which the payment is made, the name of the program and the full name of the project with the acronym (Erasmus + CBHE projektat "Development of Regional Joint Master Program in Maritime Environmental Protection and Management - MEP&M", Project reference number: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP, Ref. Ares (2020)7988115-29/12/2020). The stated total price as well as individual prices defined by the Supplier's offer are fixed and are not subject to changes during the term of the Contract.

The User will make payment by bank transfer to the Supplier's bank account, within 30 days after the delivered equipment and its installation, and on the basis of a properly submitted invoice with a delivery note and a qualitative-quantitative record of the handover.

DEADLINE AND PLACE OF DELIVERY

Article 4

Delivery time: 59 days from the day of signing the Contract.

If the Supplier does not deliver the equipment within the agreed delivery time, it will pay penalties in the amount of 0.05% for each day of delay, but not more than 10% of the total contracted amount.

Place of delivery: DDP User INCOTERMS 2010 on the location University of Vlore "Ismail Qemali", L. Pavaresia, Rr. Kosovo, 9400 Vlore, Albania.



QUALITATIVE RECEIPT OF GOODS

Article 5

When delivering the goods referred to in Article 1 of the Contract, the User is obliged to make a quality receipt of the goods.

The authorized person of the User supervises the delivery of equipment, its installation and integration into the system, as well as complete control over the execution of the contracted work according to the given specification and accepted offer, quality of delivered equipment, dynamics of progress of the contracted work and agreed completion date.

When during the qualitative acceptance, it is determined that the delivered goods are of appropriate quality, the authorized person of the User, who performed the acceptance, is obliged to state on the copy of the delivery note that the acceptance has been made and that the delivered goods are in accordance with the tender documentation and offer.

If the authorized person of the User during the receipt of goods determines that the goods do not comply with the specification from the tender documentation, i.e. the offer, he/she is authorized to refuse receipt of goods and immediately return to the Supplier the goods that were subject to receipt and control. In this case, the Supplier is obliged to, within the specified period of 30 (thirty) days, deliver to the User the goods which are the subject of the Contract, and which are in accordance with the specification from the offer.

Article 6

The User undertakes to provide conditions for the handover of goods. During the delivery of the subject goods, the selected bidder submits to the User the necessary technical documentation proving the descriptions and essential characteristics of materials and equipment as well as guarantees for servicing equipment in authorized services (during delivery of equipment the Supplier provides information on authorized services) with technical details.

The User is obliged to submit to the Supplier an objection to the quantity and goods that do not comply with the specification from the offer, which is delivered, immediately, upon receipt of the goods.

Subsequent complaint of the User will not bind the Supplier.

If the authorized person of the User within 6 (six) months from the date of receipt of the goods determines the existence of hidden defects or defects that could not be detected by regular inspection of delivery, he/she is authorized to notify the Supplier in writing within 8 (eight) days and to request a new delivery of correct goods of agreed quality,



required technical and functional characteristics, within 30 (thirty) days from the day of submission of the request.

FORCE MAJEURE

Article 7

In the event of force majeure, each Contracting Party shall notify the other Party of the occurrence of such a case within 48 (forty eight) hours. The notification must contain a description of the cause of the force majeure, as well as the deadline for fulfilling the obligations defined in the Contract.

The User and the Supplier agree that any changes in the Contract must be announced in advance no later than 15 (fifteen) days and mutually agreed in writing. All communication between the buyer and the seller must be in a documented form.

Article 8

All delivered equipment must correspond to the description, essential characteristics of the subject of procurement in terms of quality, performance and/or dimensions and scope defined by the tender documentation.

Upon completion of the quantitative-qualitative handover, the Supplier is obliged to make a record on the handover of the equipment with its installation and integration into the system, which is signed and certified by authorized representatives of the Contracting Parties.

Article 9

The Supplier guarantees that the offered goods are new and unused, as well as that there are no real and legal defects.

Article 10

The Supplier is obliged to plan the cycle of delivery, installation and commissioning in compliance with all deadlines and without interfering with the work processes of the User.

The Supplier is obliged to adjust its work process to the User.

WARRANTY

Article 11

The Supplier undertakes to, with the signed public procurement Contract, hand over to the User:



1) The Guarantee for good performance of the Contract in the amount of 10% of the contracted value. If he fails to do so, it shall be deemed to have refused to conclude the contract;

2) The Advance guarantee, for advance payment in the amount of the agreed advance with a validity period during the total duration of the Contract. If it fails to do so in accordance with paragraph 1) of this Article, it shall be deemed to have refused to conclude the Contract.

CONTRACT TERMINATION

Article 12

The User has the right to unilaterally terminate the public procurement Contract in the circumstances that the Supplier:

- clearly expresses its intention not to continue to fulfill its contractual obligation;
- if it fails to comply with Article 11 of this Contract;
- does not perform its obligations within the deadlines and in the manner provided by the Contract.

The Supplier has the right to unilaterally terminate the Contract if the User does not pay within the deadlines and in the manner prescribed by the Contract.

ANTI-CORRUPTION CLAUSE

Article 13

The public procurement Contract concluded in violation of the anti-corruption rule in accordance with the provisions of Article 38 of the Law on Public Procurement (Official Gazette of Montenegro, No. 074/19 of December 30, 2019) is null and void.

ASSUMPTION OF RIGHTS AND OBLIGATIONS

Article 14

If during the validity of this Contract there are any changes in the name or other status changes of the Contracting Parties, then all rights and obligations of the Contracting Party where such a change occurs, will pass to its legal successor.



APPLICATION OF REGULATIONS

Article 15

The provisions of the Law on Obligations and other positive regulations of Montenegro shall apply to everything not provided for in this Contract.

JURISDICTION

Article 16

The Contracting Parties agree to resolve any disputes regarding this Contract by agreement.

Otherwise, the dispute will be resolved by the competent court in Podgorica.

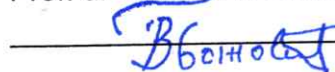
Article 17

This Contract is legally validly concluded and signed by the authorized legal representatives of the Parties to the Contract listed below and made in 4 (four) identical copies, of which 2 (two) copies are kept by the User and the Supplier.

University of Montenegro

Rector

Prof. dr Vladimir Božović



USER



SUPPLIER

University of Vlore "Ismail Qemali"

Administrator Samir Xhelaj

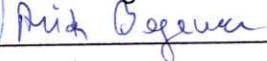


EDUCATIONAL CENTRE doo

Executive director

Anita Bogavac





BD MANAGEMENT DOO
Br. 230307-3
Datum: 09.03. 2023. god.
BEOGRAD

Crna Gora
UNIVERZITET CRNE GORE
Broj 01/14-227/34
Podgorica, 20.03. 2023. god.

UNIVERSITETI "ISMAIL QEMALI"
VLORE
ZYRA E PROTOKOLL - ARKIVES
NR. 443/5
DATA 15.03.2023

Ugovor o javnoj nabavci opreme za podmorsko istraživanje u okviru partije 9 za potrebe međunarodnog Erasmus + CBHE projekta "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP

Zaključen između:

1. Univerziteta Crne Gore – Rektorata sa sjedištem u Podgorici, Crna Gora, Cetinjska br. 2, PIB: 02016702, Broj računa: 510-133761-46 (MEP&M) Naziv banke: Crnogorska komercijalna banka, koga zastupa rektor prof. dr Vladimir Božović (u daljem tekstu: Naručilac),

2. Univerziteta u Valoni „Ismail Ćemali“, "Pavarsia", Valona, 9401, Albanija, PIB K56703246N, broj računa AL19202110060000000011623054 Naziv banke Raiffeisen Bank Sha SWIFT SGSBALTX koga zastupa Administrator Saimir Xhelaj (u daljem tekstu Korisnik) i

i

3. BD Management doo sa sjedištem u Hektorovićeve 4, Zvezdara-Beograd, Srbija, PIB 109449342, Broj računa: RS35155007010019832910 banka Halkbank Srbija, koga zastupa direktor Dušan Nikolić (u daljem tekstu: Dobavljač).

Ugovorne strane dogovorile su sledeće:

OSNOV UGOVORA

Osnov za zaključivanje Ugovora je član 7 partnerskog Sporazuma o sprovođenju postupka javne nabavke opreme za potrebe međunarodnog Erasmus + CBHE projekta "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP zaključen između Univerziteta Crne Gore (dj.br. 05/1-2-1-169 od 01.07.2022.g), Univerziteta Aleksandar Moisiu u Draču (dj.br. 1095 od 08.07.2022.) i Univerziteta Ismail Ćemali u Valoni dj. br (611/22 od 12.07.2022.).

PREDMET UGOVORA

Član 1



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Predmet ovog ugovora je nabavka i instalacija opreme za podmorsko istraživanje (Erasmus+ CBHE projekat: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP) prema tenderskoj dokumentaciji broj 01/14-227/2 od 11.10.2022. godine, izmjenama i dopunama iste; Odluci o izboru najpovoljnije ponude broj 01/14-227/22 od 21.12.2022.g.i prema ponudi Dobavljača broj #42888 od 10.11.2022. u 17:03h.

Član 2

Dobavljač se obavezuje da za Naručioca izvrši isporuku i instalaciju opreme u skladu sa tenderskom dokumentacijom, a Naručilac se obavezuje da zvanično preuzme i plati Dobavljaču vrijednost robe prema prihvaćenoj cijeni iz Ponude broj #42888 od 10.11.2022. u 17:03h.

Finansijski dio ponude čini sastavni dio ovog Ugovora.

CIJENA I USLOVI PLAĆANJA

Član 3

Vrijednost robe prema prihvaćenoj ponudi #42888 iznosi 26.500,00 eura bez uračunatog PDV-a, PDV 0%, ukupno sa PDV-om 26.500,00 eura. Cijena uključuje isporuku i instalaciju opreme, kao i sve zavisne troškove koji opterećuju dobavljača, a takođe je definisana DDP-om Naručioca INCOTERMS 2010 na lokaciji Korisnika: Univerzitet u Valoni „Ismail Ćemali“, L. Pavaresia, Rr. Kosovo, 9401 Vlore, Albanija.

Način plaćanja: Avans u iznosu 50%, ostatak virmanski po izvršenoj isporuci.

Za predmetnu nabavku PDV je 0%, na osnovu Okvirnog sporazuma zaključenog između Crne Gore i Evropske komisije (Službeni list Crne Gore, Međunarodni sporazumi 05/15 od 04. juna 2015. godine) na osnovu kojeg su saugovarači projekata koje finansira Evropska komisija oslobođeni od plaćanja taksi, carina i drugih fiskalnih dažbina za opremu, materijal i usluge vezano za implementaciju projekta. Oslobođanje od obaveze plaćanja PDV-a (potvrda Generalnog direktorata za konzularne poslove i dijasporu broj broj 7/3-923/21-165-2 od 22.01.2021.godine) za projekte u okviru programa koji se finansiraju od strane EU, odnosno u skladu sa međunarodnim ugovorom vrši se u skladu sa Zakonom o porezu na dodatu vrijednost ("Službeni list Republike Crne Gore", br. 065/01 od 31.12.2001, 012/02 od 15.03.2002, 038/02 od 26.07.2002, 072/02 od 31.12.2002, 021/03 od 31.03.2003, 076/05 od 16.12.2005, 004/06 od 27.01.2006, "Službeni list Crne Gore", br. 016/07 od 27.12.2007, 073/10 od 10.12.2010, 040/11 od 08.08.2011, 029/13 od 22.06.2013, 009/15 od 05.03.2015, 053/16 od 11.08.2016, 001/17 od 09.01.2017, 050/17 od 31.07.2017, 046/19 od 07.08.2019, 073/19 od 27.12.2019, 080/20 od 04.08.2020) i Pravilnikom o postupku oslobađanja od plaćanja poreza na dodatu vrijednost investitora i isporuku određenih proizvoda i usluga ("Sl. list Crne Gore", br. 17/15 od 17.04.2015, 68/15 od 08.12.2015).



Handwritten signature

Korisnik se obavezuje da podnese Zahtjev za oslobađanje od plaćanja PDV-a uz potvrdu o evidenciji ugovora. Uz Zahtjev se dostavlja i predračun koji mora sadržati iznos troškova bez PDV-a, iznos PDV-a i ukupan iznos sa PDV-om, nakon čega nadležno tijelo priprema potvrdu za oslobađanje od PDV-a, koju dostavlja korisniku granta i poreskom organu.

Nakon izvršene isporuke robe dobavljač je dužan da Korisniku izda račun potpisan od ovlašćenog lica bez carina i PDV-a. Račun mora sadržati broj ugovora po kojem se vrši uplata, naziv programa i puni naziv projekta sa akronimom (Erasmus + CBHE projekat "Development of Regional Joint Master Program in Maritime Environmental Protection and Management - MEP&M", referentnog broja: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP, Ref. Ares (2020)7988115-29/12/2020). Oslobađanje od carine i PDV-a za projekte u okviru programa koje finansira EU, odnosno u skladu sa međunarodnim sporazumom, vrši se u skladu sa albanskim Zakonom br. 92/2014, član 56.

Navedena ukupna cijena kao i pojedinačne cijene definisane ponudom Dobavljača su fiksne i ne podliježu promjenama u toku trajanja Ugovora.

Korisnik će vršiti plaćanje virmansi, u 30 dana po isporučenoj opremi i njenoj instalaciji, a na osnovu uredno dostavljene fakture sa otpremnicom i kvalitativno-kvantitativnim zapisnikom o izvršenoj primopredaji, na žiro račun Dobavljača.

ROK I MJESTO

Član 4

Rok isporuke 60 dana od dana potpisivanja ugovora.

Ako dobavljač ne isporuči opremu u ugovorenom roku isporuke, platiće kazne u iznosu od 0,05% za svaki dan kašnjenja, ali najviše 10% od ukupnog ugovorenog iznosa.

Mjesto izvršenja ugovora je DDP Korisnika INCOTERMS 2010 na lokaciji Univerzitet u Valoni „Ismail Ćemali“, L. Pavaresia, Rr. Kosovo, 9401 Vlore, Shkiperi - Albanija.

KVALITATIVNI PRIJEM ROBE

Član 5

Prilikom isporuke robe iz člana 1. Ugovora, Korisnik je obavezan da izvrši kvalitativni prijem robe.

Ovlašćeno lice Korisnika vrši nadzor nad isporukom opreme, njenom instalacijom i integracijom u sistem, kao i kompletnu kontrolu izvršenja ugovorenog posla prema datoj specifikaciji i prihvaćenoj ponudi, kvaliteta isporučene opreme, dinamike napredovanja ugovorenog posla i ugovorenog roka završetka.



Kada prilikom kvalitativnog prijema, utvrdi da je isporučena roba odgovarajućeg kvaliteta, ovlašćeno lice Korisnika, koje je vršilo prijem, obavezno je da na primjerku otpremnice konstatuje da je izvršen prijem i da je isporučena roba u skladu sa specifikacijom iz tenderske dokumentacije i ponude.

Ako ovlašćeno lice Korisnika tokom prijema robe utvrdi da roba nije u skladu sa specifikacijom iz tenderske dokumentacije, odnosno ponude, ovlašćeno je da odbije prijem robe i odmah dobavljaču vrati robu koja je bila predmet prijema i kontrole. U ovom slučaju, Dobavljač je dužan da, u zadatom roku do 30 (trideset) dana, dostavi Korisniku robu koja je predmet Ugovora, a koja je u skladu sa specifikacijom iz ponude.

Član 6

Korisnik se obavezuje da obezbijedi uslove za primopredaju robe. Tokom isporuke predmetne robe, izabrani ponuđač dostavlja korisniku potrebnu tehničku dokumentaciju koja dokazuje opise i bitne karakteristike materijala i opreme kao i garancije za servisiranje opreme u ovlašćenim servisima (prilikom isporuke opreme dobavljač dostavlja informacije o ovlašćenim servisima) sa tehničkim detaljima za predmetnu opremu.

Korisnik je dužan da Dobavljaču dostavi prigovor na količinu i robu koja nije u skladu sa specifikacijom iz ponude, koja se isporučuje, odmah, po preuzimanju robe.

Naknadni prigovor Korisnika neće obavezivati Dobavljača.

Ako ovlašćeno lice Korisnika u roku od 6 (šest) mjeseci od dana prijema robe utvrdi postojanje skrivenih nedostataka ili nedostataka koji nisu mogli biti otkriveni redovnim pregledom isporuke, ovlašćeno je da pisanim putem obavijesti Dobavljača u roku od 8 (osam) dana i da zahtijeva novu isporuku ispravne robe dogovorenog kvaliteta, zahtijevanih tehničkih i funkcionalnih karakteristika, u roku do najkasnije 30 (trideset) dana od dana dostavljanja zahtjeva u pisanoj formi.

VIŠA SILA

Član 7

U slučaju više sile svaka ugovorna strana dužna je obavijestiti drugu stranu o nastanku takvog slučaja u roku od 48 (četrdeset osam) sati. Obavještenje mora da sadrži opis uzroka više sile, kao i rok kada će se ispuniti obaveze definisane ugovorom.

Korisnik i Dobavljač se slažu da bilo kakve promjene u ugovoru moraju biti prethodno najavljene najkasnije u roku od 15 (petnaest) dana i međusobno dogovorene u pisanom obliku. Sva komunikacija između mora biti u dokumentovanom obliku.



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Član 8

Sva isporučena oprema mora odgovarati opisu, bitnim karakteristikama predmeta nabavke u pogledu kvaliteta, performansi i/ili dimenzija i obimu definisanim Tenderskom dokumentacijom;

Sva oprema mora ispunjavati EU standarde za isporučenu opremu. Ako takvi standardi nisu definisani, oprema mora ispunjavati međunarodno prihvaćene standarde za isporučenu opremu. Svi radovi koji se tiču instalacije i ugradnje moraju se izvoditi uz poštovanje lokalnih standarda bezbjednosti i rada. Dobavljač je odgovoran za sve troškove svojih radnika poštujući sigurnosne standarde i odgovoran je za svu eventualnu štetu nastalu tokom izvršenja ugovora. Dobavljač mora dostaviti potvrdu o porijeklu zajedno sa računom.

Po završetku kvantitativno-kvalitativne primopredaje, dobavljač je dužan da sačini zapisnik o primopredaji opreme sa njenom instalacijom i integracijom u sistem, koji potpisuju i ovjeravaju ovlašćeni predstavnici ugovornih strana.

Član 9

Dobavljač garantuje da je ponuđena roba nova i neupotrebljavana, kao i da nema stvarnih i pravnih nedostataka.

Garantni rok za sve stavke iznosi jedna godina od dana kvantitativnog i kvalitativnog prijema opreme i potpisivanja zapisnika o primopredaji opreme sa njenom instalacijom i integracijom u sistem.

Garancija pokriva popravku/zamjenu djelova za koje se utvrdi da imaju nedostatke u materijalu/izradi ili se pojave greške u funkcionisanju (Korisnik će o navedenom odmah obavijestiti Dobavljača koji je dužan da otkloni kvar i opremu dovede u prvobitno, tehnički ispravno, odnosno funkcionalno stanje u roku ne dužem od 48 sati od trenutka prijema poziva, tj. prijave kvara).

Dobavljač je dužan da za vrijeme trajanja garantnog roka, vrši besplatno otklanjanje nedostataka nastalih normalnom upotrebom opreme, odnosno upotrebom opreme u skladu sa uputstvima proizvođača.

Član 10

Dobavljač je u obavezi da isplanira ciklus isporuke, izvođenja instalacija i puštanja u rad uz poštovanje svih rokova i bez ometanja radnih procesa Korisnika.

Dobavljač je u obavezi da svoj proces rada prilagodi Korisniku.



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GARANCIJA

Član 11

Dobavljač se obavezuje da uz potpisan ugovor o javnoj nabavci, Korisniku preda:

- 1) Garanciju za dobro izvršenje Ugovora u iznosu od 10% od vrijednosti ugovora, sa rokom važenja 90 dana od dana zaključivanja ugovora.
- 2) Avansnu garanciju, za avansno plaćanje u iznosu ugovorenog avansa sa rokom važenja 90 dana od dana zaključivanja ugovora.

Ukoliko ne postupi u skladu sa stavom 1 ovog člana, smatraće se da je odbio da zaključi ugovor.

RASKID UGOVORA

Član 12

Korisnik ima pravo da jednostrano raskine ugovor o javnoj nabavci u slučaju da dobavljač:

- jasno izražava svoju namjeru da neće nastaviti ispunjavanje svoje ugovorne obaveze;
- ne postupi u skladu sa članom 11 ovog Ugovora;
- ne izvršava svoje obaveze u rokovima i na način predviđen ugovorom.

Dobavljač ima pravo da jednostrano raskine ugovor ako Korisnik ne plati u rokovima i na način predviđen ugovorom.

ANTI-KORUPCIJSKA KLAUZULA

Član 13

Ugovor o javnoj nabavci koji je zaključen uz kršenje antikorupcijskog pravila u skladu sa odredbama člana 38 stav 3 Zakona o javnim nabavkama („Službeni list CG”, br. 074/19 od 30.12.2019.) ništav je.

PREUZIMANJE PRAVA I OBAVEZA

Član 14

Ukoliko u toku važnosti ovog ugovora dođe do bilo kakvih promjena u nazivu ili drugim statusnim promjenama ugovornih strana, tada će sva prava i obaveze ugovorne strane kod koje dođe do takve promjene, preći na njenog pravnog sljedbenika.



PRIMJENA PROPISA

Član 15

Za sve što nije predviđeno ovim ugovorom primjenjuju se odredbe Zakona o obligacionim odnosima i drugih pozitivnih propisa Crne Gore.

SUDSKA NADLEŽNOST

Član 16

Ugovorne strane su saglasne da eventualne sporove povodom ovog ugovora rješavaju sporazumom.

U protivnom, spor će rješavati nadležni sud u Podgorici.

Član 17

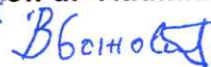
Ovaj ugovor je pravno valjano zaključen i potpisan od dolje navedenih ovlašćenih zakonskih zastupnika strana ugovora i sačinjen u 4 (četiri) istovjetnih primjerka od kojih po 2 (dva) primjerka zadržavaju Korisnik i Dobavljač.

NARUČILAC

Univerzitet Crne Gore

Rektor

Prof. dr Vladimir Božović

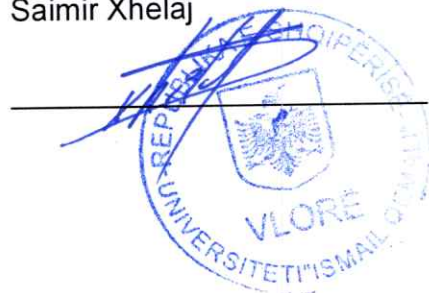


KORISNIK

Univerzitet u Valoni „Ismail Ćemali“

Administrator

Saimir Xhelaj



DOBAVLJAČ

BD Management doo

Direktor

Dušan Nikolić

Management



**Agreement on the public procurement of equipment for underwater research
within lot 9 for the needs of the international Erasmus + CBHE project
"Development of Regional Joint Master Program in Maritime Environmental
Protection and Management MEP&M", reference number: 619239-EPP-1-2020-1-
ME- EPPKA2-CBHE-JP**

Concluded between:

1. University of Montenegro seated in Podgorica, Montenegro, Cetinjska no. 2, PIB: 02016702, Account number: 510-133761-46 (MEP&M) Name of the bank: Crnogorska komercijalna banka, represented by the rector prof. Dr. Vladimir Božović (hereinafter: Client),
2. University of Valona "Ismail Qemali", L. Pavaresia, Rr. Kosovo, 9401 Vlore, Albania, Identification number K56703246N, bank account number IBAN AL19202110060000000011623054, Raiffeisen Bank Sha SWIFT SGSBALTX represented by Administrator Saimir Xhelaj (hereinafter the User).

And

3. **BD Management doo** with headquarters at Hektorovićeve 4, Zvezdara-Belgrade, Serbia, PIB 109449342, Account number: RS35155007010019832910 Halkbank Srbija bank, represented by director Dušan Nikolić (hereinafter: the Supplier).

The Contracting Parties have agreed as follows:

BASIS OF CONTRACT

The basis for concluding this Agreement is Article 7 of the Partnership Agreement on the Implementation of the Public Procurement Procedure for Equipment for the Needs of the International Erasmus + CBHE Project "Development of Regional Joint Master Program in Maritime Environmental Protection and Management MEP&M", reference number: 619239-EPP-1-2020-1 -ME-EPPKA2-CBHE-JP. concluded between the University of Montenegro (05/1-2-1-169 dated on 01.07.2022) University of Valona "Ismail Qemali (611/22 dated on 12.07.2022.) and University of Durrës "Aleksandar Moisiu" (1095 dated on 08.7.2022.)



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SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the procurement and installation of equipment for underwater research (Erasmus+ CBHE projekat: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP) according to the tender documentation number 01/14-227/2 from 11.10.2022, and amendments to the same, Decision on selection of the most favorable bid number 01/14-227/22 from 21th of December 2022 and according to the offer code #42888 from 10.11.2022. at 17:03h.

Article 2

The Supplier undertakes to deliver and install equipment for the User in accordance with the tendering documentation, and the User undertakes to officially take over and pay the Supplier the value of the goods according to the accepted price from Offer code #42888 from 10.11.2022.

The financial part of the bid forms an integral part of this Contract.

PRICE AND THE PAYMENT TERMS

Article 3

Value of goods according to the accepted Offer code #42888 from 10.11.2022. at 17:03h is 26.500,00 Euros, VAT 0%, total with VAT 26.500,00 Euros.

The price includes delivery and installation of equipment, as well as all dependent costs that burden the Supplier defined by the DDP of the User INCOTERMS 2010 on the location University of Vlore "Ismail Qemali", L. Pavaresia, Rr. Kosovo, 9401 Vlore, Albania.

Method of payment: Advance payment in the amount of 50% based on the pro-forma invoice, the rest by bank transfer upon delivery.

For the related procurement, VAT is 0%, based on the Framework Agreement concluded between Montenegro and the European Commission (Official Gazette of Montenegro, International Agreements 05/15 of 4 June 2015), based on which the contractors of projects financed by the European Commission are exempted from payment of fees, customs duties and other fiscal duties for equipment, materials and services related to project implementation. Exemption from the obligation to pay VAT (certificate of the General Directorate for Consular Affairs and Diaspora No. 7/3-923/21-165-2 from 22.01.2021) for projects within the programs financed by the EU, i.e. in accordance with the international agreement, is performed in accordance with the Law on Value Added Tax (Official Gazette of the Republic of Montenegro, No. 065/01 of 31.12.2001, 012/02 of



15.03.2002, 038/02 of 26.07.2002, 072/02 of 31.12.2002, 021/03 of 31.03.2003, 076/05 of 16.12.2005, 004/06 of 27.01.2006, Official Gazette of Montenegro, No. 016/07 of 27.12.2007, 073/10 of 10.12.2010, 040/11 of 08.08.2011, 029/13 of 22.06.2013, 009/15 of 05.03.2015, 053/16 of 11.08.2016, 001/17 of 09.01.2017, 050/17 of 31.07.2017, 046/19 of 07.08.2019, 073/19 of 27.12.2019, 080/20 of 04.08.2020 008/21 od 26.01.2021, 059/21 od 04.06.2021) and Rulebook on the procedure of exemption from payment of value added tax to investors and delivery of certain products and services (Official Gazette of Montenegro, No. 17/15 of 17.04.2015, 68/15 of 08.12.2015).

The User undertakes to submit a Request for VAT exemption with a certificate of contract records. The Request is accompanied by a pro-forma invoice which may contain the amount of costs without VAT, the amount of VAT and the total amount with VAT, after which the competent authority prepares a certificate for VAT exemption, which is submitted to the grant beneficiary and the tax authority.

After the delivery of the goods, the Supplier is obliged to issue an invoice to the User signed by an authorized person without customs duties and VAT. The invoice must contain the number of the Contract under which the payment is made, the name of the program and the full name of the project with the acronym (Erasmus + CBHE projekat "Development of Regional Joint Master Program in Maritime Environmental Protection and Management - MEP&M", Project reference number: 619239-EPP-1-2020-1-ME-EPPKA2-CBHE-JP, Ref. Ares (2020)7988115-29/12/2020). Exemption from customs and VAT for projects within EU-funded programs, i.e. in accordance with the international agreement, is done in accordance with the Albanian Law no. 92/2014, Article 56.

The stated total price as well as individual prices defined by the Supplier's offer are fixed and are not subject to changes during the term of the Contract.

The User will make payment by bank transfer to the Supplier's bank account, within 30 days after the delivered equipment and its installation, and on the basis of a properly submitted invoice with a delivery note and a qualitative-quantitative record of the handover.

DEADLINE AND PLACE OF DELIVERY

Article 4

Delivery time: 60 days from the day of signing the Contract.

If the Supplier does not deliver the equipment within the agreed delivery time, it will pay penalties in the amount of 0.05% for each day of delay, but not more than 10% of the total contracted amount.



A handwritten signature in blue ink, consisting of stylized cursive letters.

Place of delivery: DDP User INCOTERMS 2010 on the location University of Vlore "Ismail Qemali", L. Pavaresia, Rr. Kosovo, 9401 Vlore, Albania.

QUALITATIVE RECEIPT OF GOODS

Article 5

When delivering the goods referred to in Article 1 of the Contract, the User is obliged to make a quality receipt of the goods.

The authorized person of the User supervises the delivery of equipment, its installation and integration into the system, as well as complete control over the execution of the contracted work according to the given specification and accepted offer, quality of delivered equipment, dynamics of progress of the contracted work and agreed completion date.

When during the qualitative acceptance, it is determined that the delivered goods are of appropriate quality, the authorized person of the User, who performed the acceptance, is obliged to state on the copy of the delivery note that the acceptance has been made and that the delivered goods are in accordance with the tender documentation and offer.

If the authorized person of the User during the receipt of goods determines that the goods do not comply with the specification from the tender documentation, i.e. the offer, he/she is authorized to refuse receipt of goods and immediately return to the Supplier the goods that were subject to receipt and control. In this case, the Supplier is obliged to, within the specified period of 30 (thirty) days, deliver to the User the goods which are the subject of the Contract, and which are in accordance with the specification from the offer.

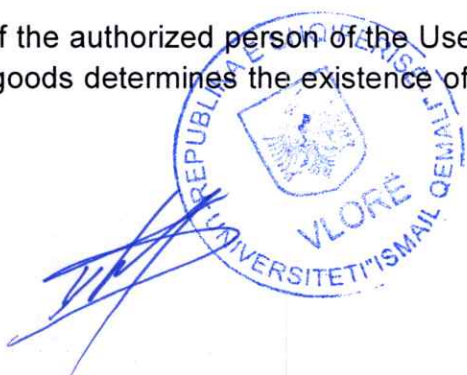
Article 6

The User undertakes to provide conditions for the handover of goods. During the delivery of the subject goods, the selected bidder submits to the User the necessary technical documentation proving the descriptions and essential characteristics of materials and equipment as well as guarantees for servicing equipment in authorized services (during delivery of equipment the Supplier provides information on authorized services) with technical details.

The User is obliged to submit to the Supplier an objection to the quantity and goods that do not comply with the specification from the offer, which is delivered, immediately, upon receipt of the goods.

Subsequent complaint of the User will not bind the Supplier.

If the authorized person of the User within 6 (six) months from the date of receipt of the goods determines the existence of hidden defects or defects that could not be detected



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by regular inspection of delivery, he/she is authorized to notify the Supplier in writing within 8 (eight) days and to request a new delivery of correct goods of agreed quality, required technical and functional characteristics, within 30 (thirty) days from the day of submission of the request.

FORCE MAJEURE

Article 7

In the event of force majeure, each Contracting Party shall notify the other Party of the occurrence of such a case within 48 (forty eight) hours. The notification must contain a description of the cause of the force majeure, as well as the deadline for fulfilling the obligations defined in the Contract.

The User and the Supplier agree that any changes in the Contract must be announced in advance no later than 15 (fifteen) days and mutually agreed in writing. All communication between the buyer and the seller must be in a documented form.

Article 8

All delivered equipment must correspond to the description, essential characteristics of the subject of procurement in terms of quality, performance and/or dimensions and scope defined by the tender documentation.

All equipment must meet EU standards for the delivered equipment. If such standards are not defined, the equipment must meet internationally accepted standards for the delivered equipment.

All installation and installation work must be performed in compliance with local safety and performance standards. The Supplier shall be liable for all costs of its employees in compliance with safety standards and shall be liable for any damage incurred during the performance of the Contract. The Supplier must submit a certificate of origin together with the invoice.

Upon completion of the quantitative-qualitative handover, the Supplier is obliged to make a record on the handover of the equipment with its installation and integration into the system, which is signed and certified by authorized representatives of the Contracting Parties.

Article 9

The Supplier guarantees that the offered goods are new and unused, as well as that there are no real and legal defects.



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The warranty period for the equipment is one year, from the day of quantitative and qualitative acceptance of the equipment and signing of the minutes on the handover of the equipment with its installation and integration into the system.

The warranty covers the repair/replacement of parts that are found to have defects in material/workmanship or malfunctions (the User will immediately notify the selected bidder who is obliged to eliminate the defect and restore the equipment to its original, technically correct or functional condition within no longer than 48 hours from the moment of receiving the call, i.e. reporting the fault).

The Supplier is obliged to, during the warranty period, perform free elimination of defects caused by the normal use of equipment, i.e. the use of equipment in accordance with the manufacturer's instructions.

Article 10

The Supplier is obliged to plan the cycle of delivery, installation and commissioning in compliance with all deadlines and without interfering with the work processes of the User.

The Supplier is obliged to adjust its work process to the User.

WARRANTY

Article 11

The Supplier undertakes to, with the signed public procurement Contract, hand over to the User:

- 1) The Guarantee for good performance of the Contract in the amount of 10% of the contracted value. If he fails to do so, it shall be deemed to have refused to conclude the contract;
- 2) The Advance guarantee, for advance payment in the amount of the agreed advance with a validity period during the total duration of the Contract. If it fails to do so in accordance with paragraph 1) of this Article, it shall be deemed to have refused to conclude the Contract.

CONTRACT TERMINATION

Article 12

The User has the right to unilaterally terminate the public procurement Contract in the circumstances that the Supplier:

- clearly expresses its intention not to continue to fulfill its contractual obligation;



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- if it fails to comply with Article 11 of this Contract;
- does not perform its obligations within the deadlines and in the manner provided by the Contract.

The Supplier has the right to unilaterally terminate the Contract if the User does not pay within the deadlines and in the manner prescribed by the Contract.

ANTI-CORRUPTION CLAUSE

Article 13

The public procurement Contract concluded in violation of the anti-corruption rule in accordance with the provisions of Article 38 of the Law on Public Procurement (Official Gazette of Montenegro, No. 074/19 of December 30, 2019) is null and void.

ASSUMPTION OF RIGHTS AND OBLIGATIONS

Article 14

If during the validity of this Contract there are any changes in the name or other status changes of the Contracting Parties, then all rights and obligations of the Contracting Party where such a change occurs, will pass to its legal successor.

APPLICATION OF REGULATIONS

Article 15

The provisions of the Law on Obligations and other positive regulations of Montenegro shall apply to everything not provided for in this Contract.

JURISDICTION

Article 16

The Contracting Parties agree to resolve any disputes regarding this Contract by agreement.

Otherwise, the dispute will be resolved by the competent court in Podgorica.



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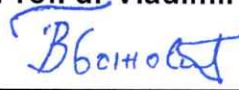
Article 17

This Contract is legally validly concluded and signed by the authorized legal representatives of the Parties to the Contract listed below and made in 4 (four) identical copies, of which 2 (two) copies are kept by the User and the Supplier.

University of Montenegro

Rector

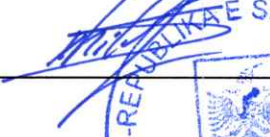
Prof. dr Vladimir Božović




USER

University of Vlore "Ismail Qemali"

administrator Saimir Xhelaj




SUPPLIER

BD Mangement doo

Director



Dušan Nikolić