

Број 01-2457/10

Подгорица, 24. 12. 2014 год.

**UGOVOR
ZA PRUŽANJE USLUGA ODRŽAVANJA SOFTVERA –
PETREL E&P SOFTWARE PLATFORM**

između:

1. **Ministarstva ekonomije**, koja zastupa dr Vladimir Kavarić, ministar (u daljem tekstu: **Naručilac**)

i

2. **Geoquest Systems BV**, koga zastupa Laura Baz, direktor (u daljem tekstu: **Izvršilac**).

Zaključen dana 17.12.2014.godine u Podgorici

Pojmovi "Naručilac" iz ovog Ugovora i "Klijent" iz Pravila i uslova Izvršioca za upotrebu softvera i održavanje su međusobno zamjenljivi.

Pojmovi „Izvršilac“ iz ovog Ugovora i „Društvo“ iz Pravila i uslova Izvršioca za upotrebu softvera i održavanje su međusobni zamjenljivi.

**Predmet ugovora
Član 1**

Predmet ovog Ugovora je održavanja softvera – Petrel E&P Software Platform (u daljem tekstu: Održavanje), u skladu sa **Zahtjevom za dostavljanje ponuda** šopingom 01-2457/2 od 04.11.2014. godine i Odlukom o izboru najpovoljnije ponude broj 01-2457/9 od 24.11.2014. godine i prema ponudi Izvršioca.

Održavanje iz stava 1 ovog člana obuhvata:

- Nadogradnju na najnoviju verziju Petrel E&P Software Platform-e
- Tehničku podršku putem email-a i telefona, kao i pristup geo-portalu kroz upite u vezi Petrel E&P Software Platform-e

**SOFTWARE MAINTENANCE AGREEMENT -
MAINTENANCE FOR PETREL E&P SOFTWARE
PLATFORM**

between:

1. **The Ministry of Economy**, represented by Vladimir Kavarić PhD, Minister (hereinafter referred to as: the **Ordering Party**)

and

2. **Geoquest Systems BV**, represented by Laura Baz, Managing Director (hereinafter referred to as: the **Provider**).

Concluded on 17 December 2014 in Podgorica

The terms "Ordering Party" from this Agreement and "Customer" from Provider's Terms and Conditions for the Use and Maintenance are interchangeable.

The terms "Provider" from this Agreement and "Company" from Provider's Terms and Conditions for the Use and Maintenance are interchangeable.

**Subject of the Agreement
Article 1**

Subject of this Agreement is software maintenance for Petrel E&P Software Platform (hereinafter referred to as: the **Maintenance**), in accordance with the **Delivery Bid Request** 01-2457/2 as of 04 November 2014 and Decision on selection of the best bid No. 01-2457/9 as of 24 November 2014, and in line with the Provider's offer.

The Maintenance referred to in paragraph 1 of this Article includes:

- Upgrade of the latest version of Petrel E&P Software Platform
- Technical support provided via e-mail and by phone, and access to Geoport

- Godišnje ažuriranje "šta je novo" u naknadnim Petrel E&P Software Platform verzijama.

Član 2

Izvršilac se obavezuje da će pružiti Održavanje navedeno u članu 1 ovog Ugovora prema prihvaćenoj Ponudi br. 01-2457/3 od 10.11.2014. godine koja čini sastavni dio Ugovora.

Cijena i način plaćanja Član 3

Cijena za Održavanje navedeno u članu 1 ovog Ugovora iznosi:

Neto: 13.653,00 € plus PDV.

Naručilac će platiti cijenu koja je navedena u stavu 1 ovog člana u roku od 30 dana od datuma ispostavljanja fakture od strane Izvršioca.

Uplata novčanih sredstava će se izvršiti na žiro račun Izvršioca :

Ime banke JP Morgan Chase,N.A.

Euro account: 20.99.74.311

Iban#

NL55CHAS0209974311

Swift code CHASNL2X

Rok Član 4

Ugovor se zaključuje na određeno vrijeme.

Izvršilac se obavezuje da će Održavanje navedene u članu 1 ovog Ugovora izvršavati kontinuirano do 31. decembra 2014.godine.

Održavanje iz člana 1 ovog Ugovora obuhvata i period od isteka prvobitne licence Petrel E&P Software Platform.

through inquires about Petrel E&P Software Platform

- Annual update "What's New" in the subsequent Petrel E&P Software Platform versions.

Article 2

The Provider agrees to provide the Maintenance specified in Article 1 of this Agreement in line with the accepted Offer No. 01-2457/3 of 10 November 2014 which makes an integral part of this Agreement.

Price and Payment Method Article 3

Price of the Maintenance referred to in Article 1 of this Agreement amounts to: Net EUR 13,653.00 plus VAT.

The Ordering Party shall pay the price specified in Paragraph 1 of this Article within 30 days from the day on which the Provider presents an invoice.

Funds shall be paid to the giro account of the Provider:

Bank JP Morgan Chase,N.A.

Euro account: 20.99.74.311

Iban#

NL55CHAS0209974311

Swift code CHASNL2X

Deadline Article 4

The Agreement is concluded on definite period of time.

The Provider agrees to continuously provide the Maintenance referred to in Article 1 of this Agreement until 31 December 2014.

Maintenance referred to in Article 1 of this Agreement also includes the period from the expiry date of the original license Petrel E&P Software Platform.

Član 5

Održavanje softvera – Petrel E&P Software Platform podliježe Pravilima i uslovima Izvršioca za upotrebu softvera i održavanje, koji su dati u Prilogu 1 i čine sastavni dio ovog Ugovora.

Raskid ugovora Član 6

Ugovorne strane su saglasne da do raskida ovog Ugovora može doći ako Izvršilac ne bude izvršavao svoje obaveze u rokovima i na način predviđen Ugovorom, i to u slučaju:

- kada Naručilac ustanovi da kvalitet pruženih usluga ili način na koje se pružaju, odstupa od traženog, odnosno ponudjenog kvaliteta iz ponude Izvršioca.
- U slučaju nepostupanja po zahtjevu za tehničku podršku upućenom od strane Naručioća.
- u slučaju odbijanja Izvršioca da izvrši ažuriranje "šta je novo" u naknadnim Petrel E&P Software Platform verzijama.

U slučaju postojanja uzroka za raskid ugovora iz stava 1 ovog člana, Naručilac se obavezuje da u pismenoj formi pozove Izvršioca i ostavi mu rok do 5 radnih dana za ispravku uočenih nedostataka.

Jezik ugovora Član 7

Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku.

U slučaju nesaglasnosti između verzije na crnogorskom ili prevoda na bilo koji drugi jezik i engleskom jeziku, mjerodavna će biti verzija na engleskom jeziku.

Article 5

Maintenance of the software - Petrel E&P Software Platform is subject to Provider's Terms and Conditions for the Use and Maintenance of Software Products which are given in the Appendix 1 and make the integral part of the Agreement.

Termination of the Agreement Article 6

The Contracting Parties agree to terminate this Agreement if the Provider does not meet its obligations within deadlines and in a way as stipulated by the Agreement, as follows:

- When the Ordering Party establishes that the quality of the provided services or the method in which they are provided deviates from the requested, i.e. offered quality as specified in the Provider's bid.
- If the Provider does not act according to the request for the technical support of the Ordering Party.
- If the Provider refuses to make an update "What's New" in the subsequent Petrel E&P Software Platform versions.

In case there is a ground for termination of the Agreement referred to in Paragraph 1 of this Article, the Ordering Party agrees to inform the Provider in writing and give the Provider deadline of 5 working days to remove any such identified deficiencies.

Language of the Agreement Article 7

This Agreement is made in both Montenegrin and English language.

In the event that the Montenegrin or the translation into any other language and English version of this text are not in compliance, the English version shall prevail.

**Komunikacija
Član 8**

Sva obavještenja i druge komunikacije u vezi ovog Ugovora moraju biti pismena i poslata lično ili putem faksa ili preporučene pošte sa prijemom na sljedećoj adresi:

Za Naručioca:
Ime i prezime
Vladan Dubljević
Adresa prijema:
Rimski trg 46, 81000 Podgorica
Broj faksa:
+382 020482300
Email:
vladan.dubljevic@mek.gov.me

Za Izvršioca:
Ime i prezime:
Laura Baz
GeoQuest System B.V.
Gevers Deynootweg 61
2586 BJ The Hague
The Netherlands

ili na nekoj drugoj adresi o kojoj je pismeno obaviještena Strana pošiljalac od Strane čija je gore pomenuta adresa promijenjena prije nego što je obavještenje ili komunikacija poslata toj Strani.

**Izmjene propisa
Član 9**

Pravila i uslovi Izvršioca navedeni u "Provider's Quotation Reference #: 1-10PZEER Revision 2" uključujući ali se ne ograničavajući na Pravila i uslove Izvršioca za upotrebu softvera i održavanje koji su priloženi u Aneksu 1 Ugovora se primjenjuju na sva pitanja koja nisu izričito definisana ovim Ugovorom i imaće prednost u slučaju konflikta sa odredbama ovog Ugovora.

**Stupanje na snagu
Član 10**

**Correspondence
Article 8**

All notifications and other correspondence in relation to this Agreement shall be in hard copy and serviced personally, via fax or by certified mail to the following address:

for the Ordering Party:
Full name: Vladan Dubljević
Mailing address:
Rimski trg 46, 81000 Podgorica
Fax:
+382 020482300
E-mail:
vladan.dubljevic@mek.gov.me

for the Provider:
Full name:
Laura Baz
GeoQuest System B.V.
Gevers Deynootweg 61
2586 BJ The Hague
The Netherlands

or to any other address as the sending party may be informed by the party whose above specified address has been changed before any such notification or correspondence was delivered.

**Changes and amendments to the regulations
Article 9**

Provider's Terms and Conditions mentioned in Provider's Quotation Reference #: 1-10PZEER Revision 2 including but not limited to the Terms and Conditions for the Use and Maintenance of Software as attached in the Appendix 1 of the Agreement shall apply to all issues which are not explicitly defined herein and shall prevail in case of conflicts with the provisions herein.

**Entering into force
Article 10**

Ugovor stupa na snagu danom zaključivanja i sačinjen je u 4 (četiri) istovjetna primjerka od kojih se, nakon potpisivanja, 2 primjerka dostavljaju Izvršiocu, a 2 Naručiocu.

Za naručioca

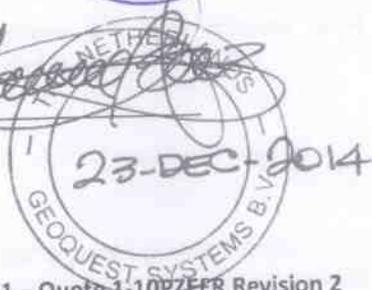
JK

dr Vladimir Kavarić



Za izvršioca

Laura Baz



APPENDIX 1 – Quote 1-10PZEEER Revision 2

This Agreement shall enter into force upon its conclusion and is made in 4 (in words: four) identical copies of which 2 copies for the Provider and 2 for the Ordering Party.

For the Ordering Party

Vladimir Kavarić, PhD



For the Contractor

Laura Baz

