



*Preamble*

The Ministry of Economy as a project partner through the implementation of the procurement procedure for expert assistance for support in project management will contribute to establishment of network of cultural and creative enterprises in the programme area. Project will focus on the establishment of networks and platform for cooperation, including support to culture institutions and enterprises for establishment of high quality cultural products and services in priority cultural sectors. The Ministry of Economy of Montenegro conducted competitive negotiation procedure and after evaluation process is concluding the following

**SERVICE CONTRACT**

**NO. 30-269/2019-7**

**ref: ITALME354\_TD 30-269/2019**

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

Ministry of Economy,  
Directorate for investments, development of SMEs and management of EU  
Rimski trg 46, 81 000 Podgorica,  
Montenegro  
(‘the contracting authority’ - CA),

and  
EU Projekti PCM, Pancevo  
Agency for management and consulting  
63107646  
Aksentija Makismovića  
107952279,

(‘the contractor’)

have agreed as follows:

**Expenditure incurred under INTERREG IPA CBC  
ITALY - ALBANIA - MONTENEGRO PROGRAMME**

**Project ITALME 3C No. 354**

**for a sum of € 3.876,00**

**date 29.05.2020.**

of the other part,

*Article 1*

**Subject, purpose and description of the contract**

The subject of this contract is Outsourced Project Management done at Podgorica with identification number ITALME354\_TD 30-269/2019 (‘the services’).

The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the contract (Annex II).

**Article 2**  
**Contract value**

This contract, established in Euro, is a fee-based contract. Based on the maximum fees, lump sum, incidental expenditure and provision made for expenditure verification set out in Annex V, the maximum contract value is 19,380.00 EUR.

**Article 3**  
**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Article 4**  
**Language of the contract**


The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

**Article 5**  
**Other specific conditions applying to the contract**

Done in English in four originals, two originals per contracting parties.

**For the contractor**

Name: Vladimir Pandurov  
Managing Director

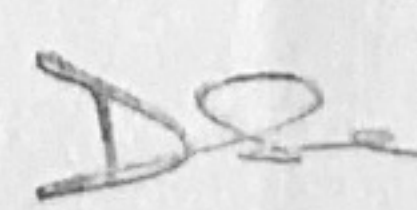
Signature:   
VLADIMIR PANDUROV PREDUZETNIK  
AGENCIJA ZA MENADZMENT I KONSALTING

Date: **EU PROJEKTI PCM**  
PANČEVO

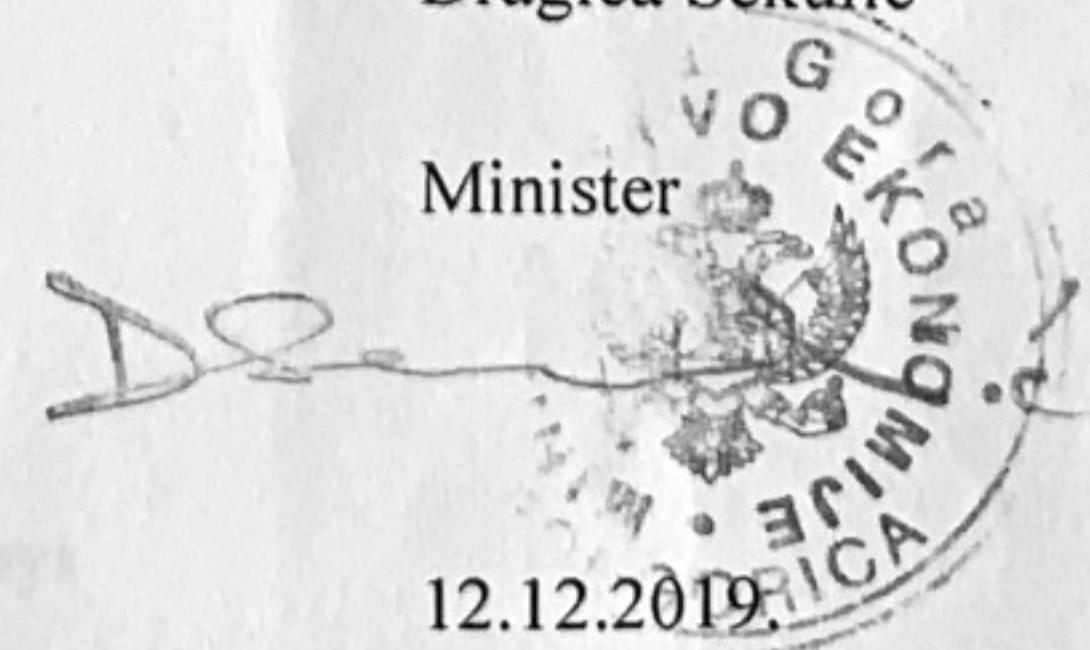
*17. 12. 2019.*

**For the contracting authority**

Name: Dragica Sekulić  
Title: Minister

Signature: 

Date: 12.12.2019.



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## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2

#### Communications

- 2.1 To ensure the smooth coordination among the project parties and to optimise the work, it is important that all communication goes via the appointed people. Any written communication relating to the management of this Contract shall be addressed to the Ministry of Economy as the CA. The relevant contract person on behalf of the CA is:

Ivana Janković Mijanović, Head of Department for management of projects financed from EU pre-accession funds, Directorate for investments, development of SMEs and management of EU funds, Ministry of Economy of Montenegro, Rimski Trg 46, 81000 Podgorica, Crna Gora, Tel: +382 20 482 484, E-mail: [ivana.jankovic@mek.gov.me](mailto:ivana.jankovic@mek.gov.me).

The relevant contract person on behalf of the Contractor is:

Vladimir Pandurov, Managing Director of the Agency for management and consulting, EU Projekti PCM, Aksentija Maksimovića 5, 26000 Pančevo, Serbia, Tel: +381 63 453 00, E-mail: [office@eu-projekti.rs](mailto:office@eu-projekti.rs).

The Contractor must state clearly the Contract title and identification number on any written communication, which must be sent by post, fax and e-mail or by hand to the addresses identified in accordance with Article 2.1 of the Special Conditions.

- 2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

### Article 12

#### Liabilities

- 12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 19,380.00 EUR.

### Article 19

#### Implementation of the tasks and delays

- 19.1 The start date for implementation shall be date of signature of the contract by both parties.

## Article 26

### Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

## Article 27

### Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

## Article 28

### Expenditure verification

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

## Article 29

### Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
1	Maximum pre-financing payment <sup>1</sup>	20 % <sup>2</sup>
6	Interim payment	20 %
12	Interim payments	30%
18	Interim payments	20%
24	Forecast balance	10% of the maximum contract value
	<b>Total</b>	<b>19,380.00 EUR</b>

The actual amounts payable after the pre-financing payment will vary. They will be based on the contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90 % of the maximum contract value stated in Article 3 of the contract. Payment of the balance of the final value

<sup>1</sup> The contractor is not obliged to ask for pre-financing.

<sup>2</sup> Maximum of 20% of the total contract amount.

The interim invoices must be paid such that the sum of the payments does not exceed 90% of the maximum contract value stated in Article 3 of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 60 days of the contracting authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, the incidental expenditure and expenditure verification actually incurred during the period, subject to approval of those reports.

- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.
- 29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

### **Article 30**

#### **Financial guarantee**

- 30.1 Subject to a positive risk assessment<sup>3</sup> by the contracting authority, by derogation from article 30 of the general conditions no pre-financing guarantee is required.

### **Article 40**

#### **Settlement of disputes**

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Commercial Court of Montenegro, Podgorica applying the national legislation of the contracting authority.

### **Article 42**

#### **Data protection**

N/A

### **Article 43**

#### **Further additional clauses**

N/A

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<sup>3</sup> Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria but relying on the capacity of another company.