



MONTENEGRO



The project is co-funded by the European Union
Instrument for Pre-Accession Assistance



MINISTRY OF SUSTAINABLE DEVELOPMENT
AND TOURISM
MINISTARSTVO ODRŽIVOG RAZVOJA I TURIZMA
IV proleterske brigade br. 19, Podgorica
Broj: 08-584/8
Datum: 05.03.2020

ANNEX 2

CONTRACT TITLE: SINGLE TENDER PROCEDURE FOR MSDT PROCUREMENT OF IT HARDWARE EQUIPMENT FOR THE PROJECT "DUE MARI" NEXT GENERATION TOURISM DEVELOPMENT, Project no. AF-ITALME_358 Due Mari - Next Generation Tourism

REF: Due Mari 101-584/1

Concluded between:

Ministry of Sustainable Development and Tourism, Government of Montenegro
Address: IV proleterske brigade 19, 81000 Podgorica, Montenegro

('the contracting authority'),

of the one part,

AND

Tehnonet d.o.o.
Address: Bratstva i Jedinstva 15, Podgorica
Email: info@tehnonet.me

('the contractor'),

of the other part,

Article 1: Subject of the contract

The subject of the contract are the supplies of IT hardware equipment as indicated in the contractor's offer TN-2020-T01 as "Part B: Format of offer to be provided by the tenderer" of the SINGLE TENDER PROCEDURE FOR MSDT PROCUREMENT OF IT HARDWARE EQUIPMENT FOR THE PROJECT "DUE MARI" NEXT GENERATION TOURISM DEVELOPMENT, Project no. AF-ITALME_358 Due Mari - Next Generation Tourism.

Article 2: Contract value

The total contract value for delivery of supplies indicated in the Article 1 is: 4.995,45 EUR.

Article 3: Contracting documents

This documents which form the part of this contract are (by the order of precedence):

- Contract agreement
- Contractor's offer as provided in the tendering phase – "Part B: Format of offer to be provided by the tenderer"
- Any other supporting documentation if applicable.

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: Deliveries and payments

The contractor will deliver without reservation the supplies indicated in the contractor's offer "Part B: Format of offer to be provided by the tenderer". The delivery will be implemented within the indicated dates. The contracting authority will pay to the contractor the supplies/IT hardware in the amount indicated in the Article 2 of this contract document. The payment will be issued no later than 15 days after the contractor fulfils the contract obligations.

Article 6: VAT Exemption

This contract does not include VAT. The Contracting Authority shall deliver proof of exemption from payment of VAT to the Contractor.

Article 7: Remuneration & bank account order

Contracting Authority receiving a payment requests accompanied by the approved deliverables is subject to approval of those deliverables.

Payment will be made in Euro in accordance into the bank account notified by the Contractor to the Contracting Authority.

The Contracting Authority will pay this amount to the Contractor's bank account in accordance with the payment terms specified under Article 5.

Bank: Hipotekarna Banka, Podgorica

Address:

Account holder: Tehnonet d.o.o.

Account number: 520-1210-34

Article 8: Duration of the contract

The duration of the contract is until 13 April, 2020.

Article 9: Cancellation of the contract

The contract can be suspended by the Contractor due to one of the following reasons:

- Contracting Authority not fulfilling payment and other obligations
- The contract can be terminated by the Contracting Authority due to one of the following reasons:
- The Contractor is in serious breach of the contract, failing to meet contractual obligations



- The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

Article 10: Resolving of disputes

Any disputes arising out of or relating to this Contract, which cannot be settled otherwise, shall be referred to the exclusive jurisdiction of the Commercial Court of Montenegro in Podgorica, in accordance with the national legislation of the state of the Contracting Authority.

This contract is prepared in five (5) identical copies, three (3) for the Contracting authority and two (2) for the Contractor.

For the Contractor

Name: Ivan Jokanović

Title: CEO (Chief Executive
Officer)

Signature:

Date: 05.03.2020

For the Contracting Authority

Name: DRAGANA ČENIĆ

Title: STATE SECRETARY

Signature:

Date: 05.03.2020