



**CRNA GORA  
UPRAVA ZA KAPITALNE  
PROJEKTE**

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Broj: 01-037/24-4P110-2

30.04.2024.godine

Uprava za kapitalne projekte, rješavajući u postupku po zahtjevu Draga Šćepanovića, delegiranog ovoj Upravi dana 29.04.2024.godine od strane Ministarstva prosvjete, nauke i inovacija, radi pristupa informacijama, na osnovu člana 3, 10, 30 i 31 Zakona o slobodnom pristupu informacijama ("Sl.list RCG" br.44/12 i 030/17) i člana 4 Uredbe o naknadi troškova u postupku za pristup informacijama („Sl.list CG. br. 66/16 i 121/21“) donosi

**R J E Š E N J E**

Dozvoljava se podnosiocu zahtjeva Dragu Šćepanoviću, pristup informaciji dostavljanjem kopije ugovora o izgradnji OŠ "Vladimir Nazor" u Podgorici.

Podnosilac zahtjeva se oslobađa troškova za pristup informaciji iz stava 1 ovog Rješenja saglasno članu 4 Uredbi o naknadi troškova u postupku za pristup informacijama, iz razloga ekonomičnosti postupka.

**O b r a z l o ž e n j e**

Podnosilac zahtjeva Drago Šćepanović, podnio je zahtjev za slobodan pristup informacijama, delegiranog Upravi za kapitalne projekte dana 29.04.2024.godine od strane Ministarstva prosvjete, nauke i inovacija, dostavljanjem kopije kopije ugovora o izgradnji OŠ "Vladimir Nazor" u Podgorici zaključen između Ministarstva i "Stambeno" DOO iz Nikšića.

Odredbom člana 3 Zakona o slobodnom pristupu informacijama predviđeno je da pravo pristupa informacijama u posjedu organa vlasti ima svako domaće i strano fizičko lice, a odredbom člana 10 istog Zakona predviđeno je da je informacija dokument u određenoj formi bez obzira na sadržinu.

Pristup informacijama ostvariće se slanjem tražene informacije na adresu podnosioca.

U skladu sa članom 4 Uredbe ova Uprava je iz razloga ekonomičnosti oslobodila troškova postupka podnosioca zahtjeva.

Na osnovu izloženog odlučeno je kao u dispozitivu rješenja.

**Upustvo o pravnom sredstvu:** Protiv ovog rješenja može se podnijeti žalba u roku od 15 dana Agenciji za zaštitu podataka ličnosti i pristup informacijama, preko ovog organa.

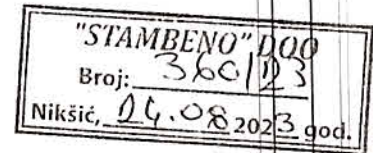
**DOSTAVITI:**

- Podnosiocu zahtjeva
- U spise
- a/a

**DIREKTOR**  
mr Esmin Bećović



UPRAVA ZA KAPITALNA PROJEKTE  
Broj: 01-334/23-4868/1  
Podgorica, 24.08.2023 god.



## Contract Agreement

### PROJECT: CONSTRUCTION OF THE ELEMENTARY SCHOOL: "VLADIMIR NAZOR", PODGORICA

No. 01-334/23-4868/1

THIS AGREEMENT made on 23<sup>rd</sup> of August 2023, between

The Administration of Capital Projects, Podgorica, Montenegro (hereinafter "the Contracting authority"), of the one part,

and

**JV Stambeno-LD Gradnja-Ramel-Ening-Mehanizacija i programat**

[limited liability company]

Address: Vuka Micunovica bb, Niksic, Montenegro

Telephone/Fax numbers: 382 40 213 570

Email Address: stambenodoo@t-com.me  
[02718553],

(hereinafter "the Contractor"), of the other part:

WHEREAS the Contracting authority desires that the Works known as CONSTRUCTION OF THE ELEMENTARY SCHOOL VLADIMIR NAZOR, Podgorica, Montenegro should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Contracting authority and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (i) the Letter of Acceptance;
- (ii) the Letter of Bid;

- (iii) the addenda No. (not applicable)
- (iv) the Special Conditions;
- (v) the General Conditions;
- (vi) the bill of quantities determined **after arithmetical corrections** and detailed breakdown of prices;
- (vii) the Specification;
- (viii) the Drawings; and
- (ix) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
  - i. the ES Management Strategies and Implementation Plans;
  - ii. Covenant of integrity; and
  - iii. Environmental and social covenant

1. In consideration of the payments to be made by the Contracting authority to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Contracting authority to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The Contracting authority hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price:

|                                                                                                                 |                     |
|-----------------------------------------------------------------------------------------------------------------|---------------------|
| <b>UKUPNO Predmjer i predracun/ TOTAL BoQ (Euro)</b>                                                            | <b>6,090,775.35</b> |
| <b>Provizorna suma (Nepredvidjeno) Contingency 10% (Euro)</b>                                                   | <b>609,077.53</b>   |
| <b>KRAJNI TOTAL/GRAND TOTAL (Euro)</b>                                                                          | <b>6,699,852.88</b> |
| <b>VAT (21% on national contribution) (Euro)</b>                                                                | <b>267,324.13</b>   |
| <b>Ukupan iznos ukljucujuci rezervu i porez na dodatu vrijednost/Total including contingency and VAT (Euro)</b> | <b>6,967,177.01</b> |

- Contract price (excluding VAT/other taxes and including Contingency of 10%) **EUR 6,699,852.88**
- The project will be financed as follows:

1/ EIB loan equal to 51 % of the Total BoQ plus Contingency (VAT at the rate 0%)

2/ National Contribution equal to 19% of the Total BoQ plus contingency (VAT at the rate 21%)

3/ Grant provided by the Bilateral Donors Group equal to 30% of the Total BoQ plus contingency (VAT at the rate 0%)



- Contract price including contingency and VAT EUR 6,967,177.01, amount in words: six million nine hundred and sixty-seven thousand, one hundred and seventy-seven euros and one cent
- or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **Montenegro**.

This Agreement shall take effect on the date on which it is signed by the last party, namely the contractor.

Done in English in seven originals, three original for the contracting authority, one original for the Ministry of Education (Promoter) and three original for the contractor.

For the contractor

For the contracting authority

Name: Vesko Nikolic  
Title: EXECUTIVE DIRECTOR  
Signature: Vesko Nikolic  
Date: 24.08.2023

Name: ESMIN BECIC  
Title: DIRECTOR  
Signature: Esmir Becic  
Date: 24/08/2023

