

04 Broj: 404/14-6886/h
Podgorica, 18.02.2014. godine

AGREEMENT

On supply of spare parts for two firefighting aircrafts AT 802 A, Section 3

Concluded between

1. MINISTRY OF INTERIOR, from Podgorica, Montenegro, represented by the Minister Raško Konjević, (hereinafter: Contracting Authority), of the one part
and
2. „AIR TRACTOR EUROPE“ from Spain, represented by the Sales Director Hugo Arceo Campoy, (hereinafter: Supplier), of the other part.

Article 1

The extent of this Agreement is supply and delivery of spare parts for two firefighting aircrafts, according to Tender for selection of the most favorable bid for the purchase of goods number 26/13 section 3, of 30th December 2013 and the Decision on the best bid number 01-404/14-6886 of 18th February 2014 and according to the bid of a Supplier No.033/14 of 30 January 2014.

Član 2

SUPPLIER agrees to deliver to PURHASER the goods specified in Article 1 of this Agreement, and the CONTRACTING AUTHORITY agrees to officially take over and pay SUPPLIER the value of the goods according to the accepted price of extra charges from the Bid No.033/14 of 30th January 2014.

PRICE AND TERMS OF PAYMENT

Article 3

The agreed price of the procurement and delivery of spare parts for two firefighting aircrafts, is 11,999,00 € (and Writing: eleven thousand nine hundred ninety-nine euros).

Article 4

The agreed value of goods includes delivery FCO PURCHSER, to the location of the CONTRACTING AUTHORITY, by the order of the CONTRACTING AUTHORITY. The price includes the cost of packaging suitable for road transport, transport costs and insurance during transportation.

Article 5

The Parties agree that the Contracting Authority shall pay the agreed price up to 30 days after delivery.

The Contracting Authority agrees that the amount agreed in Article 3 of this Agreement, is paid to Supplier through bank transfer (SWIFT) in favor of the following account of the Supplier LA CAIXA, IBAN: ES05-2100-4513-2102-0000-4312, Swift Code: CAIXESBBXXX, as follows:

Naručilac se obavezuje da ugovoreni iznos iz Člana 3. ovog Ugovora, uplati Izvršiocu bankarskim transferom (SWIFT) u korist sljedećeg računa Izvršioca LA CAIXA, Iban: ES05-2100-4513-2102-0000-4312, Swift Code:CAIXESBBXXX

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DELIVERY

Article 6

Supplier is obliged to carry out the agreed delivery within 60 days from the date of signing of this agreement.

TERMINATION

Article 7

The parties agree that the termination of this Agreement may occur if the SUPPLIER does not fulfill its obligations within the terms and in the manner stipulated by the Agreement:

- In the case when the CONTRACTING AUTHORITY determines that the quality of the goods that are the subject of this Agreement, or the manner in which they are delivered, deviates from the desired, or the quality of forced by the SUPPLIER,

- In the event that the SUPPLIER fails to comply with its obligations and in other cases of negligent performance of work, CONTRACTING AUTHORITY has the same right in case of termination, until the election of a new SUPPLIER.

- In the event when the delivered goods do not meet the requirements of the relevant aviation regulations relating aviation components.

In case of detecting failures in the work performance, the Contracting Authority is obliged to invite the SUPPLIER, in writing, to jointly state the cause and extent of the identified vulnerabilities in Minutes. If the SUPPLIER does not respond to the invitation from the CONTRACTING AUTHORITY, the CONTRACTING AUTHORITY engages a third party at the expense of SUPPLIER.

PERFORMANCE GUARANTEE AGREEMENT

Article 8

The Supplier undertakes to give the Contracting Authority, at the time of signature of the Agreement, the irrevocable, unconditional and payable on first demand, bank guarantee for performance of the Agreement in the amount of 5% of the total contract value amounting to € 599,95, with a validity period of 3 (three) days longer of the agreed period referred to in Article 4 of this Agreement which the Contracting Authority may activate at any time there shows a reason for termination of this Agreement.

The guarantee shall be issued by a commercial bank located in Montenegro or the foreign bank through a correspondent bank located in Montenegro, with the consent of the Contracting Authority.

The Contracting Authority agrees to, immediately after the fulfillment of the obligations in the manner and under the terms of this agreement, return the guarantee to the Supplier.

For everything that is not defined in this Agreement the provisions of the Law on Obligations shall apply.

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CONTRACTUAL PENALTIES

Article 9

SUPPLIER agrees to pay contractual penalties in the amount of 2 ‰ for each day of delay in delivery of equipment, a maximum of 5% of the total value of the agreed work.

WARRANTY

Article 10

SUPPLIER warrants the quality of the delivered goods and undertakes to promptly, at its own expense, carry out the replacement of the goods, which is not the result of improper handling of the CONTRACTING AUTHORITY.

The CONTRACTING AUTHORITY is obliged to inform the SUPPLIER about the defects, in writing, (by fax or electronic systems, by e-mail) immediately after it occurs.

After removal of defects, the SUPPLIER shall hand over the goods to the location of the Contracting Authority.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 11

CONTRACTING AUTHORITY agrees to provide facilities and conditions for the delivery of the contracted goods.

TAKING RIGHTS AND OBLIGATIONS

Article 12

If in the course of this Agreement there is any change in the name or other status changes of the parties, then the rights and obligations of the contracting parties in which there is such a change, go to its legal successor.

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

APPLICATION OF REGULATIONS

Article 13

For everything that is not provided by this Agreement, the provisions of the Law on Obligations and other positive legislation shall be applied.

JURISDICTION

Article 14

The parties agree that any disputes regarding this Agreement shall be settled amicably. Otherwise, the court of competent jurisdiction shall be the Court in Podgorica.

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Branović

COPIES OF THE AGREEMENT

Article 15

This contract was validly concluded and signed by the authorized legal representatives of the Parties and is made in six (6) identical copies, 3 (three) copies for the CONTRACTING AUTHORITY and 3 (three) for the SUPPLIER.

FOR SUPPLIER

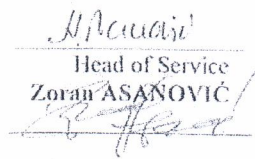
Sales Director


Hugo Arce Campoy

FOR CONTRACTING AUTHORITY

Procurement Officer

Nataša IVANOVIĆ


Head of Service

Zoran ASANOVIĆ

Minister

Raško KONJEVIĆ