

Број 01-2686/15
Подгорица, 27.02 20 13 год.

01-2686/15

**UGOVOR
ZA PRUŽANJE USLUGA IMPLEMENTACIJE
SOFTVERSKЕ PLATFORME ZA BAZU
PODATAKA O UGLJOVODONICIMA**

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 27.02.2013. godine u Podgorici

**Predmet ugovora
Član 1**

Predmet ovog Ugovora je obezbjeđivanje
softvera i pružanje usluga povezanih sa
implementacijom softverske platforme za bazu
podataka o ugljovodonicima, u skladu sa
Pozivom za javno nadmetanje za izbor
najpovoljnije ponude za nabavku usluga broj 01-
2686/4 od 04.12.2012. godine i Odlukom o
izboru najpovoljnije ponude broj 01-2686/13 od
19.02.2013. godine i prema ponudi Izvršioca.

Član 2

Izvršilac se obavezuje da će u svemu pružiti
usluge navedene u članu 1 ovog Ugovora prema
Projektnom zadatku i prihvaćenoj Ponudi br. 01-
2686/7 od 30.01.2013. godine koje čine
sastavni dio Ugovora.

**CONTRACT
ON THE PROVISION OF SERVICES
RELATED TO IMPLEMENTATION OF THE
SOFTWARE PLATFORM FOR
HYDROCARBON DATA BASE**

between:

1. **Ministry of Economy**, represented by
Vladimir Kavarić, Ph.D., Minister (hereinafter
referred to as Contracting Authority)

and

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

Concluded on 27.02.2013. in Podgorica.

**Subject of the contract
Article 1**

The subject of this Contract is the provision
of Software and the services related to
implementation of the software platform for
hydrocarbon data base, in accordance with
the Public Invitation to Tender for selection
of the economically most advantageous bid
for procurement of services number 01-
2686/4 dated 04.12.2012. and the Decision
on the Selection of the Economically Most
Advantageous Bid number 01-2686/13 dated
19.02.2013. and in accordance with the Bid
of the Service Provider

Article 2

The Service Provider undertakes to provide
the services referred to in Article 1 of this
Contract fully in compliance with the Terms
of Reference and accepted Bid No.01-
2686/7 dated 30.01.2013. which make an
integrated part of this Contract.

Cijena i način plaćanja
Član 3

Ukupna cijena za usluge navedene u članu 1 ovog Ugovora iznosi 114,872.00 € (i slovima: stotinučetnaest hiljada osam stot sedamdeset dva eura).

Naručilac će platiti ukupnu cijenu koja je navedena u stavu 1 ovog člana u roku od 30 dana od datuma fakturisanja. Fakturu će propisno izdati Izvršilac nakon što je Naručiocu isporučen softver i prema njemu izvršene povezane usluge, u skladu sa uslovima i rokovima koji su priloženi uz ovaj Ugovor kao Prilog 1.

Uplata novčanih sredstava će se izvršiti na žiro račun Izvršioca :

Bank Name - JPMorgan Chase
Bank account # - 20.99.74.311
IBAN # - NL55CHAS0209974311
SWIFT code - CHASNL2X

, a po ispostavljenoj fakturi Izvršioca

U cilju obezbjeđenja plaćanja na način preciziran u stavu 1 ovog člana, Naručilac garantuje i Izjavom o urednom plaćanju dospjelih obaveza, kojom se obezbjeđuje uredno plaćanje obaveza iz javnih nabavki i koja čini sastavni dio ovog Ugovora.

Rok
Član 4

Ugovor se zaključuje na određeno vrijeme.

Izvršilac se obavezuje da će usluge navedene u

Price and method of payment
Article 3

The total price for the services referred to in Article 1 of this Contract amounts to 114,872.00€ (in words: one hundred fourteen thousand eight hundred seventy-two euro).

The Contracting Authority shall pay the total price referred to in paragraph 1 of this Article within 30 days from invoicing date. The invoice shall be duly issued by the Service Provider once the software and the related services have been delivered to the Contracting Authority, subject to the terms and conditions attached to this Contract as Schedule 1

The funds will be paid into the following bank account of the Service Provider:

Bank Name - JPMorgan Chase
Bank account # - 20.99.74.311
IBAN # - NL55CHAS0209974311
SWIFT code - CHASNL2X

, upon the receipt of the invoice submitted by the Service Provider.

In order to ensure payments in the manner stipulated in paragraph 1 of this Article, the Contracting Authority shall also provide a guarantee in the form of a Statement on Timely Payment of Due Liabilities, which shall ensure timely payment of the liabilities related to public procurement, which makes an integrated part of this Contract.

Timeframe
Article 4

The Contract shall be concluded for a definite period of time.

The Service Provider undertakes to provide the services referred to in Article 1 of this Contract within 12 months counting from the

članu 1 ovog Ugovora izvršiti u roku od 12 mjeseci računajući od dana zaključivanja ovog Ugovora.

**Implementacija softverske platforme i obuka
osoblja Naručioaca
Član 5**

Izvršilac se obavezuje da će u roku od mjesec dana od dana prijema pisanog poziva Naručioaca izvršiti:

- implementaciju softverske platforme koja će obuhvatati instaliranje, probno testiranje i puštanje u rad softverske platforme. Testiranje će se izvršiti na podacima koje izabere Naručilac.
- obuku osoblja Naručioaca za upravljanje i korišćenje softverske platforme. Obuka će se izvršiti u prostorijama Naručioaca u Podgorici, tokom tokom pet radnih dana, u trajanju od 8 časova dnevno, pri čemu troškove predstavnika Izvršioca koji će izvršiti obuku snosi Naručilac u skladu sa Projektnim zadatkom i prihvaćenom Ponudom br. 01-2686/7 od 30.01.2013, koja je data kao Prilog 2 uz ovaj Ugovor i koja predstavlja sastavni dio ovog Ugovora. Troškovi obuke su uključeni u ukupnu cijenu iz člana 3 Ugovora.

O izvršenoj implemetaciji softverske platfome i obuci osoblja Naručioaca će se sačiniti Zapisnik, koji će biti potpisan od ovlašćenih predstavnika Naručioaca i Izvršioca

day of conclusion of this Contract.

**Software Platform Implementation and
Training of Contracting Authority's Staff
Article 5**

Within one month after the date of receipt of a written invitation by the Contracting Authority, the Service Provider shall carry out the following:

- Implementation of the software platform including installation, trial testing and release of the software platform into operation. Testing shall be carried out on the data as selected by the Contracting Authority.
- Training of the staff of the Contracting Authority to manage and use the software platform. The training shall be organised in the premises of the Contracting Authority in Podgorica, for five business days, 8 hours a day, while the costs of the Service Provider representatives shall be borne by the Contracting Authority in accordance with the Terms of Reference and accepted Bid No.01-2686/7 dated 30.01.2013 attached as Schedule 2 to this Contract, which make an integrated part of this Contract. Training costs are included in the total price from article 3 of the Contract

Minutes shall be taken on the completed implementation of the software platform and training of staff, and the same shall be signed by authorised representatives of the Contracting Authority and Service Provider.

Licenca i tehnička podrška
Član 6

Licenca i tehnička podrška će biti obezbijeđeni od strane Izvršioca i podlijeće Pravilima i uslovima za upotrebu softvera i održavanje, koji su dati u Prilogu 1 i čine sastavni dio ovog Ugovora

Rok trajanja licence i perioda održavanja je 12 mjeseci i isti počinje teći od dana potpisivanja Zapisnika iz člana 4 ovog Ugovora.

Izveštavanje
Član 7

Izvršilac se obavezuje da nakon izvršenih usluga implementacije softverske platforme i obuke osoblja Naručioca dostavi Naručiocu Izveštaj o pruženim uslugama

Obaveze Naručioca
Član 8

Naručilac je dužan da:

- obezbijedi hardver na kojem će se izvršiti instalacija softverske platforme,
- svaki problem u radu ili kvar softverske platforme pisano prijavi Izvršiocu u skladu sa Pravilima i uslovima za upotrebu softvera i održavanje,
- izvrši plaćanje ugovorenog posla u skladu sa članom 3 ovog Ugovora
- Pismeno obavijesti Izvršioca o spremnosti za implementaciju softverske platforme i obuku domaćeg osoblja u skladu sa članom 5 ovog ugovora

License and Technical Support
Article 6

The license and technical support shall be provided by the Service Provider and shall be subject to the Software Use and Maintenance Terms and Conditions, as given in Schedule 1 which makes an integrated part of this Contract.

The validity period of the license and maintenance period shall be 12 months and the same shall start running from the day of signing the Minutes referred to in Article 4 of this Contract.

Reporting
Article 7

After the services related to software platform implementation and the training of the staff of the Contracting Authority have been provided, the Service Provider undertakes to submit a Report on Provided Services to the Contracting Authority

Contracting Authority Undertakings
Article 8

The Contracting Authority undertakes to:

- provide the hardware where the software platform is to be installed,
- report in writing any problem or breakdown in the functioning of the software platform to the Service Provider in accordance with Software use and Maintenance Terms and Conditions
- make the payment of the contracted tasks in line with Article 3 of this Contract
- inform the Service Provider in writing about the readiness for implementation of the software platform and training of the local staff in line with Article 5 of this Contract.

32

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**Raskid ugovora
Član 9**

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, a naročito u pogledu softverske platforme
- kada Izvršilac ne izvrši implemetaciju softverske platforme i obuku osoblja Naručioca na način definisan članom 5 ovog Ugovora
- U slučaju nepostupanja po zahtjevu za tehničku podršku upućenom od strane Naručioca

U slučaju uočavanja nedostataka u performansama softvera, Naručilac se obavezuje da u pismenoj formi pozove Izvršioca kako bi dali zajedničku izjavu o uzroku i obimu utvrđenih nedostataka u formi zapisnika.

**Garancija za dobro izvršenje ugovora
Član 10**

Izvršilac se obavezuje da će Naručiocu u roku od 10 dana od dana zaključenja ovog Ugovora predati neopozivu, bezuslovnu i naplativu na prvi poziv Garanciju banke, za dobro izvršenje ugovora na iznos 5 % od ukupne vrijednosti Ugovora.

Rok važenja bankarske garancije će biti identičan roku trajanja ugovora definisanog članom 4 ovog Ugovora (12 mjeseci).

Naručilac može aktivirati bankarsku garanciju u

**Contract Termination
Article 9**

Contracting Parties agree that this Contract may be terminated if the Service Provider fails to meet their obligations within the timeframes and in the manner as envisaged by the Contract, specifically in the case:

- when the Contracting Authority establishes that the quality of services provided or the manner in which the same are provided deviate from the demanded quality, or quality offered in the Bid of the Service Provider, and particularly in respect of the software platform
- when the Service Provider fails to implement the software platform and training of the staff of the Contracting Authority in the manner specified in Article 5 of this Contract.
- In case of failure to act in respect of a request for technical support submitted by the Contracting Authority

In case of identifying flaws in the software performance, the Contracting Authority undertakes to invite the Service Provider in writing as to give a joint statement on the cause and scope of identified flaws in the form of Minutes.

**Performance Guarantee
Article 10**

The Service Provider undertakes to submit within 10 days from the signing date of this Contract an irrevocable, unconditional and payable at first call bank guarantee to secure performance of the contract in the amount of 5% of the total value of the Contract.

The validity period of the bank guarantee shall be equivalent to the validity period of the contract specified in Article 4 of this Contract (12 months).

The Contracting Authority may call the bank

svakom momentu kada nastupi neki od razloga za raskid Ugovora definisanih članom 9 Ugovora.

Naručilac se obavezuje da neposredno nakon ispunjenja obaveza, na način i pod uslovima iz ovog Ugovora, vrati Izvršiocu garanciju.

Član 11

Izvršilac se obavezuje da će tokom izvršavanja obaveza iz člana 1 ovog Ugovora naročito poštovati:

- osnovne konvencije Međunarodne organizacije rada,
- profesionalne i etičke standarde u okviru predmetnog poslovanja,
- primjedbe Naručioca u vezi sa realizacijom usluga iz ovog Ugovora

Revizija Član 12

Ugovorne strane su saglasne da Naručilac u cilju vršenja kontrole ovog Ugovora o svom trošku može angažovati nezavisnog revizora.

Ugovorne strane se obavezuju da će u cilju vršenja predmetne revizije staviti revizoru na raspolaganje svu dokumentaciju koja se odnosi na ovaj Ugovor.

Jezik ugovora Član 13

Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku.

U slučaju nesaglasnosti između verzije na crnogorskom i engleskom jeziku, mjerodavna će

guarantee at any moment when any of the reasons for termination of the Contract specified in Article 9 of the Contract occurs.

The Contracting Authority undertakes to return the guarantee to the Service Provider immediately upon the fulfilment of obligations, in the manner and under conditions provided in this Contract.

Article 11

In the course of carrying out the obligations referred to in Article 1 of this Contract, the Service Provider undertakes to particularly adhere to the following:

- basic conventions of the International Labour Organisation,
- professional and ethical standards within the subject business,
- notes of the Contracting Authority regarding the implementation of the services referred to in this Contract.

Audit Article 12

Contracting Parties agree that the Contracting Authority may commission at their own expense an independent auditor for the purpose of controlling the implementation of the Contract.

Contracting Parties undertake to make all documents related to this Contract available to the Auditor for the purpose of conducting the subject audit.

Contract Language Article 13

This Contract is executed in Montenegrin and English languages.

In case of conflict between the Montenegrin version and English version, the English

biti verzija na engleskom jeziku

**Komunikacija
Član 14**

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

Za Izvršioca:
Ime i prezime:
Monica Liliana Mirea
Adresa prijema:
Bd NicolaeTitulescu 4-8,
sector 1, America house
building, 5th floor, Bucharest,
Romania
E-mail:
lmirea@slb.com

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.

**Primjena propisa
Član 15**

Za sve što izričito nije definisano ovim Ugovorom primjenjivaće se odredbe Pravila i uslova za upotrebu softvera i održavanje koji su dati u prilogu 1 Ugovora

version shall prevail.

**Communication
Article 14**

Any notices and other communication related to this Contract must be in writing and sent in person or by fax or via registered mail addressed as follows:

For Contracting Authority:
Name:
Vladan Dubljević
Address:
Rimski trg 46, 81000
Podgorica
Fax:
+382 020482300
E-mail:
vladan.dubljevic@mek.gov.me

For Service Provider:
Name:
Monica Liliana Mirea
Address:
Bd NicolaeTitulescu 4-8,
sector 1, America house
building, 5th floor, Bucharest,
Romania
E-mail:
lmirea@slb.com

or at some other address as communicated in writing to the sending Party by the Party whose aforementioned address has been changed before the notification or communication is sent to such Party.

**Application of Regulations
Article 15**

Anything that is not explicitly defined by this Contract shall be subject to application of the provisions of the Software Use and Maintenance Terms and Conditions as given in Schedule 1 of this Contract.

**Stupanje na snagu
Član 16**

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.

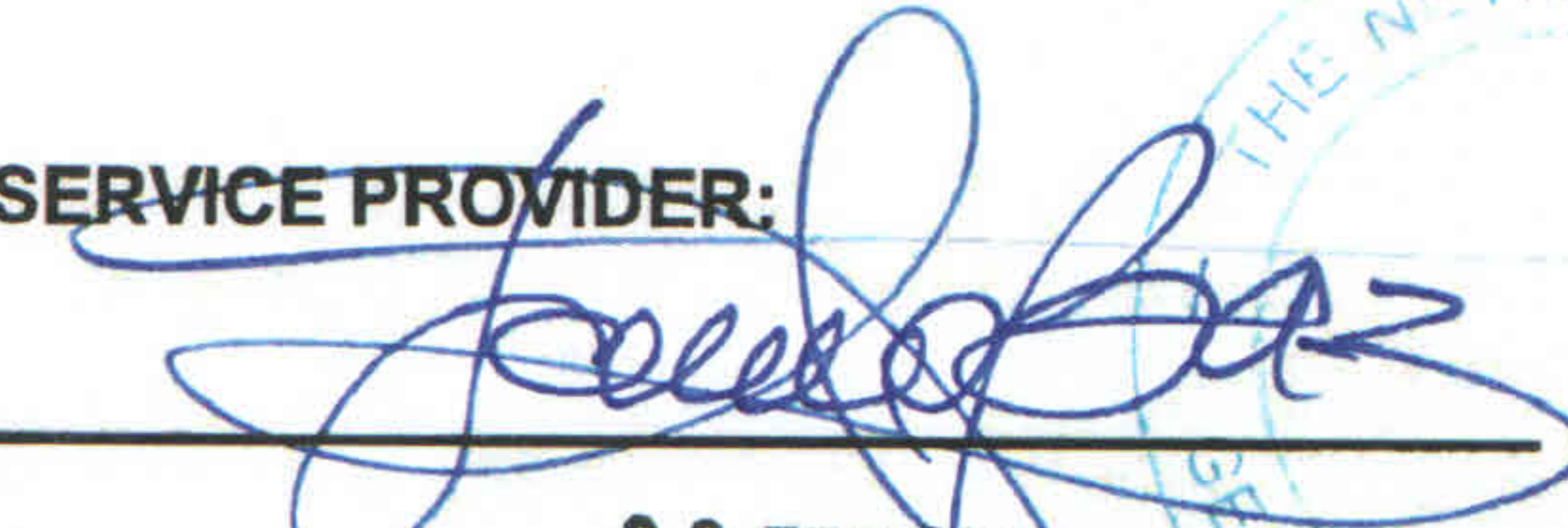
IZVRŠILAC


28 FEB 2013
NARUČILAC


**Coming into Force
Article 16**

This Contract shall enter into force on the signing date. It shall be executed in 4 (four) identical counterparts. After signing, two counterparts shall be delivered to the Service Provider and two to the Contracting Authority.

SERVICE PROVIDER:


28 FEB 2013
CONTRACTING AUTHORITY:


B. J. 5-1