

Broj: 0705-426/21-4628/3

17 -09- 2021  
**CONTRACT FOR PROCUREMENT OF SEA TRANSPORT SERVICES OF SPARE PARTS  
FOR JOINT LIGHT TACTICAL VEHICLES (JLTV) FROM THE UNITED STATES OF  
AMERICA**

This contract is concluded between:

1.

<b>MINISTRY OF DEFENCE OF MONTENEGRO</b>	
Address	Jovana Tomaševića no. 29, Podgorica, Montenegro
Tax identification number	02011298
tel - fax	+382 20 246 073
Represented by	Dr. Olivera Injac, minister (hereinafter: <b>Contracting Authority</b> )

and

2.

Company	<b>"Seko Benelux" B.V.</b>
Address	Naritaweg 2, 1437 EL Rouenburg-Schiphol
Bank account	NL30INGB65.04.73.817(ING)
e-mail	mike.ligthart@sekogsd.com
Telephone	+31 2 44414811; +31 20 8208246
Represented by	Bob Van Der Putten, <b>executive director</b> (hereinafter: <b>Service Provider</b> )

**BASIS OF THE CONTRACT:**

Request for the submission of bids for a special public procurement procedure in the field of defence and security for the procurement of sea transport services of spare parts for JOINT LIGHT TACTICAL VEHICLES (JLTV) FROM THE UNITED STATES OF AMERICA number 0705-426/21-4628/3 from 25th of June 2021;  
Number and date of the decision on the outcome of the procedure: 0705-426/21-4628/7 from 5th of August 2021;  
Bid of Service Provider "Seko Benelux" B.V. number 0705-426/21-4628/5 from 15th of July 2021.

**SUBJECT**

**Article 1**

The subject of this contract are sea transport services of spare parts for Joint Light Tactical Vehicles from the UNITED STATES OF AMERICA (hereinafter: **service**) according to the specification from the Request for the submission of bid for a special public

procurement procedure in the field of defence and security, number 0705-426/21-4628/3 from 25th of June 2021.

The financial part of the offer is an integral part of the Contract.

## **OBLIGATIONS OF THE CONTRACTING PARTIES**

### **Article 2**

The Service Provider undertakes to perform the contracted service in the manner provided in this contract, and the Contracting authority undertakes to pay the Service Contractor the agreed value of the service according to the accepted price from the Offer and in accordance with the provisions of this contract.

### **Article 3**

The Service Provider will be obliged to provide all necessary permits (export, import and transit and transport permits/licenses).

The service provider will be obliged to provide packing, covering and securing cargo on towing vehicles and trailers with adequate protective cover from meteorological conditions and moisture, and securing cargo on cargo boxes exclusively with dedicated means (spanners and straps, etc.) that are certified.

The Service Provider undertakes to provide a policy of liability insurance of the carrier for the value of goods in transport, according to the provisions of the Convention on Contracts for the International Carriage of Goods by Road-CMR, for goods transported under this contract, and to submit a copy of the policy to the Contracting Authority.

The Service Provider shall bear all costs incurred during the execution of the service in question (freight forwarding services, storage fees, etc.). The Contracting Authority shall bear all costs for storage fees resulting from delays associated with the import customs clearance process.

## **DEADLINE FOR EXECUTION OF THE CONTRACT**

### **Article 4**

The Service Provider is obliged to transport spare parts for JLTV to the place of execution of the contract no later than sixty (60) days after vehicle availability and applicable export import license approval.

Service Provider undertakes to initiate the procedure for obtaining permits within 5 days from the date of signing the Contract, and to notify the Contracting Authority.

The Service Provider is obliged to submit to the Contracting Authority a Statement on obtaining the necessary permits (with the date of obtaining permits) on that same day. The date of obtaining the permit is considered the day of the beginning of the calculation of the deadline for execution.

The service is considered final when the Commission of the Contracting Authority in the place of delivery makes a qualitative and quantitative receipt of the spare parts in question, which is confirmed by the Minutes of the service.

## **PLACE OF PERFORMANCE OF THE CONTRACT**

### **Article 5**

The place of performance of the contract is "Milovan Šaranović" barracks in Danilovgrad, Montenegro.

## **PRICE AND TERMS OF PAYMENT**

### **Article 6**

The total contracted value of the service referred to in Article 1 of this contract is (\$) 7.500,00 including VAT.

The contracting parties agree that the agreed price of the service remains unchanged in accordance with the offer and the conditions stipulated in the tender documentation.

### **Article 7**

A Contracting Authority agrees to pay to the Service Provider the amount of (\$) 7.500,00 including VAT to the bank account number NL30INGB65.04.73.817(ING). Payment is to be made as follows:

Payment will be made in 30 days days from the day of the duly issued invoice with the Minutes on the performed service.

Upon payment of the agreed price in the manner described in paragraph 1 of this Article, all financial obligations of the contracting authority to the Service Provider under this contract shall terminate.

## **CONTRACTUAL PENALTY**

### **Article 8**

Service Provider is obliged to pay the Contracting Authority as a contractual penalty 2 ‰ of the total value of the Contract for each day of unjustified delay in performing the service, where the maximum amount of the contractual penalty may not exceed 5% of the Contract value.

## **CONTRACT TERMINATION**

### **Article 9**

The contracting parties agree that the termination of this contract may occur:

- by the agreement of the contracting parties,
- upon unilateral termination by the Contracting Authority, if the Service Provider does not fully or partially perform its obligations under the Contract.

In any case of termination of the Contract from the previous paragraph, the notice period is three days from the date of receipt of the notice of termination of the Contract, in which both parties are obliged to perform their contractual obligations until the expiration of the notice period.

## FORCE MAJEURE

### Article 10

If, after the conclusion of the Contract, circumstances of force majeure occur that lead to obstruction or impediment to the performance of contractual obligations, the deadlines for performance of obligations of the contracting parties shall be extended for the duration of force majeure.

Force majeure means extreme and extraordinary events which cannot be foreseen, which occurred without the will and influence of the contracting parties and which could not have been prevented by the party affected by force majeure. Floods, earthquakes, fires, political events (war, large-scale riots, strikes), imperative decisions of the authorities (ban on import and export trade) can be considered force majeure.

A Contracting Party affected by force majeure shall immediately notify the other Party in writing of the occurrence of unforeseen circumstances and provide appropriate evidence.

## ANTI-CORRUPTION CLAUSE

### Article 11

If it is established or reasonably suspected that any of the contracting parties, in connection with the conclusion of this contract, directly or indirectly gave, offered or made a gift or other illegal benefit or threatened a representative of the other contracting party, the contract will be considered null and void.

## FINAL REGULATIONS

### Article 12

The contracting parties agree to resolve any disputes regarding this contract by mutual agreement, otherwise, the jurisdiction of the Commercial Court of Montenegro with its seat in Podgorica is agreed.

### Article 13

This Contract is legally validly concluded and signed by the authorized legal representatives of the parties below and is made in 6 (six) identical copies in English, of which 4 (four) copies for the Contracting Authority and 2 (two) for the Service Provider.

**For the Contracting Authority:**

**Dr. Olivera Injac**  
**Minister of Defence of Montenegro**

*Olivera Injac*



Date: \_\_\_\_\_

**For the Service Provider:**

**Bob Van der Putten**  
**executive director**

*Bob Van der Putten*

SEKOG Logistics  
Logistics Services & Defence  
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Date: 26/08/21