

Број 9-1062/9
Подгорика, 08.06.2015 год.

2015-1-14LY6MX

**UGOVOR
ZA PRUŽANJE USLUGA ODRŽAVANJA SOFTVERA –
PETREL E&P SOFTWARE PLATFORM ZA
2015.GODINU**

**SOFTWARE MAINTENANCE AGREEMENT -
PETREL E&P SOFTWARE PLATFORM FOR 2015**

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**).

between:

1. **The Ministry of Economy**, represented by Vladimir Kavarić PhD, Minister (hereinafter referred to as the "Ordering Party")

and

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

Zaključen dana _____ godine u Podgorici

Concluded on _____ in Podgorica

Pojmovi "Naručilac" iz ovog Ugovora i "Klijent" iz Pravila i uslova Izvršioca za korišćenje i održavanje softvera međusobno su zamjenljivi.

The terms "Ordering Party" from this Agreement and "Customer" from Provider's Terms and Conditions for Software Use and Maintenance are interchangeable.

Pojmovi „Izvršilac“ iz ovog Ugovora i „Društvo“ iz Pravila i uslova Izvršioca za korišćenje i održavanje softvera međusobno su zamjenljivi.

The terms "Provider" from this Agreement and "Company" from Provider's Terms and Conditions for Software Use and Maintenance are interchangeable.

**Predmet ugovora
Član 1**

**Subject of the Agreement
Article 1**

Predmet ovog Ugovora je održavanja softvera za Petrel E&P Software Platformu (u daljem tekstu: Održavanje), u skladu sa **Zahtjevom za dostavljanje ponuda šopingom 01-1062/2** od 30.04.2015. godine i Odlukom o izboru najpovoljnije ponude broj 01-1062/8 od 08.06.2015. godine i prema ponudi Izvršioca.

Subject of this Agreement is software maintenance for Petrel E&P Software Platform (hereinafter referred to as the "Maintenance"), in accordance with the **Request for submitting offers by shopping method 01-1062/2** as of 30 April 2015 and Decision on selection of the best Offer No. 01-1062/8 as of 8 June 2015, and in line with the Provider's Offer.

Održavanje iz stava 1 ovog člana obuhvata:

- Nadogradnju na najnoviju verziju Petrel E&P Software Platform-e

The Maintenance referred to in paragraph 1 of this Article shall include:

- Upgrade to the latest version of Petrel E&P Software Platform

- Tehničku podršku putem email-a i telefona, kao i pristup geo-portalu kroz upite u vezi Petrel E&P Software Platformm
- Godišnje ažuriranje "šta je novo" u naknadnim Petrel E&P Software Platform verzijama.

Član 2

Izvršilac se obavezuje da će pružiti Održavanje iz člana 1 ovog Ugovora prema prihvaćenoj Ponudi br. 01-1062/3 od 25.05.2015. godine (pod drugačijim nazivom Ponuda Ponuđača 1-14LY6MX Revizija 2) koja čini sastavni dio Ugovora.

Cijena i način plaćanja

Član 3

Cijena Održavanja iz člana 1 ovog Ugovora iznosi 18,293,40€(islovima: osamnaest hiljadad vijestotinedevadeset tri eura četirde setcenti), plus PDV.

Naručilac će platiti cijenu iz stava 1 ovog člana u roku od 30 dana od datuma ispostavljanja fakture od strane Izvršioca.

Uplata novčanih sredstava će se izvršiti na žiro račun Izvršioca:

Ime banke: JP Morgan Chase, N.A.
Euro account: 20.99.74.311
Iban#
NL55CHAS0209974311
Swift code: CHASNL2X

Rok Član 4

Ugovor se zaključuje na određeno vrijeme.

- Technical support provided via e-mail and by phone, and access to Geoportal through inquires about Petrel E&P Software Platform
- Annual update of "What's New" in the subsequent Petrel E&P Software Platform versions.

Article 2

The Provider undertakes to provide the Maintenance referred to in Article 1 of this Agreement in accordance with the accepted Offer No. 01-1062/3 as of 25 May 2015 (named alternatively Provider's Quote 1-14LY6MX Revision 2 which constitutes an integral part of this Agreement.

Price and Payment Method

Article 3

Price of the Maintenance referred to in Article 1 of this Agreement amounts to 18,293.40 € (eighteen thousand two hundred and eighty three and forty), plus VAT.

The Ordering Party shall pay the price referred to in paragraph 1 of this Article within 30 days from the day on which the Provider presents the invoice.

The payment shall be made to the giro account of the Provider:

Bank JP Morgan Chase, N.A.
Euro account: 20.99.74.311
Iban#
NL55CHAS0209974311
Swift code CHASNL2X

Deadline Article 4

The Agreement is concluded for a definite period

Izvršilac se obavezuje da će Održavanje iz člana 1 ovog Ugovora izvršavati kontinuirano do 31. decembra 2015. godine

Član 5

Održavanje softvera – Petrel E&P Software Platform podliježe Pravilima i uslovima Izvršioca za korišćenje i održavanje softverskih proizvoda, koji su dati u Prilogu 1 i čine sastavni dio ovog Ugovora.

Raskid ugovora Član 6

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.
- U slučaju nepostupanja po zahtjevu za tehničku podršku upućenom od strane Naručioca.
- u slučaju odbijanja Izvršioca da izvrši ažuriranje "šta je novo" u naknadnim verzijama Petrel E&P Software Platforme.

U slučaju postojanja uzroka za raskid ugovora iz stava 1 ovog člana, Naručilac se obavezuje da u pismenoj formi pozove Izvršioca i ostavi mu rok do 5 radnih dana za ispravku uočenih nedostataka.

Jezik ugovora Član 7

Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku.

of time.

The Provider undertakes to continuously provide the Maintenance referred to in Article 1 of this Agreement until 31 December 2015.

Article 5

Maintenance of the software - Petrel E&P Software Platform is subject to the Provider's Terms and Conditions for the Use and Maintenance of Software Products which are given in the Appendix 1 and make the integral part of this Agreement.

Termination of the Agreement Article 6

The Contracting Parties agree that this Agreement may be terminated if the Provider fails to meet his obligations within deadlines and in a way as stipulated by the Agreement, in the following events:

- When the Ordering Party establishes that the quality of the services provided or the manner of provision thereof deviates from the requested quality, that is to say deviates from the quality offered in the Provider's bid.
- If the Provider fails to act according to the request for technical support filed by the Ordering Party.
- If the Provider refuses to update "What's New" in the subsequent Petrel E&P Software Platform versions.

In case there is a cause for termination of the Agreement referred to in paragraph 1 of this Article, the Ordering Party undertakes to invite the Provider in writing and give the Provider the deadline of 5 working days to remove the observed deficiencies.

Language of the Agreement Article 7

This Agreement is made in both Montenegrin and English language.

In case of a disagreement between the

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

**Komunikacija
Član 8**

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

Za Izvršioca:
Ime i prezime:
Laura Baz
GeoQuest System B.V.
Gevers Deynootweg 61
2586 BJ Hag
Holandija

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 9**

Pravila i uslovi Izvršioca navedeni u "Provider's Quotation Reference #: 1-14LY6MX Revision 2" uključujući ali se ne ograničavajući na Pravila i uslove Izvršioca za korišćenje i održavanje softvera, koji su priloženi u Aneksu 1 Ugovora, primjenjuju se na sva pitanja koja nisu izričito definisana ovim Ugovorom i

Montenegrin and the English version of this text, the English version shall prevail.

**Correspondence
Article 8**

All notifications and other correspondence in relation to this Agreement must be in writing and serviced in person, by fax or by registered mail to the following address:

for the Ordering Party:
Full name:
Vladan Dubljević
Mailing address:
Rimski trg 46, 81000 Podgorica
Fax:
+382 020482300
E-mail:
vladan.dubljevic@mek.gov.me

for the Provider:
Full name:
Laura Baz
GeoQuest System B.V.
Gevers Deynootweg 61
2586 BJ The Hague
The Netherlands

or to any other address which the sending Party may be notified of in writing by the Party whose above mentioned address has been changed prior to any such notification or correspondence was sent thereto.

**Application of regulations
Article 9**

Provider's Terms and Conditions mentioned in Provider's Quotation Reference #: 1-14LY6MX Revision 2 including but not limited to the Terms and Conditions for the Use and Maintenance of Software as attached in Appendix 1 of the Agreement shall apply to all matters not

mjerodavna su u slučaju konflikta sa odredbama ovog Ugovora.

expressly defined herein and shall prevail in case of conflicts with the provisions herein.

**Stupanje na snagu
Član 10**

**Entry into force
Article 10**

Ugovor stupa na snagu danom zaključenja i sačinjen je u 4 (četiri) istovjetna primjerka od kojih se, nakon potpisivanja, 2 primjerka dostavljaju izvršiocu, a 2 Naručiocu.

The Agreement shall enter into force on the day of the conclusion thereof and shall be made in 4 (four) identical copies, 2 copies to be delivered, after signing thereof, to the Provider and 2 copies to the Ordering Party.

Za naručioca

For the Ordering Party

dr

dr Vladimir Kavarić

Vladimir Kavarić, PhD

Za izvršioca

For the Provider

Laura Baz

Michael Bruin

Laura Baz

Michael Bruin

APPENDIX 1 Provider's Quotation Reference #: 1-14LY6MX Revision 2 including Terms and Conditions for the Use and Maintenance of Software.