D.O.O. "INOX DESIGN"
Broj 560/20
Budva, 30.12. 2019 god.

Crna Gora
UNIVERZITET CRNE GORE
INSTITUT ZA BIOLOGIJU MORA
Broj 2510
Kotor, 25.12. 2019. god.

CONTRACT TITLE: Provision of supplies for Aquarium Boka Tank Standings, Kotor, Montenegro
REF: 017-MA-2019

Concluded between:

University of Montenegro - Institute of Marine Biology
Dobrota bb, 85330 Kotor, Montenegro
Represented by: Mirko Đurović, director
(Contracting Authority)

AND

Inox Design d.o.o. za proizvodnju, promet roba i usluga Budva
Adok Naselje bb, Lapčići
85310 Budva
Represented by:
Topović Velibor, director
(Contractor)

Article 1: Subject of the contract

The subject of the contract are the supplies (delivery, unloading and installation) as indicated in the contractor's offer – ''Part B: Format of offer to be provided by the tenderer.''

The place of acceptance of the supplies shall be University of Montenegro - Institute of Marine Biology, Dobrota bb, 85330 Kotor, Montenegro. The Incoterm applicable shall be DDP[1].

Article 2: Contract value

The total contract value for delivery of supplies indicated in the Article 1 is: 10.466,50 (ten-thousands-four-hundreds-sixty-six-euros-and-fifty-cents) EUR, VAT included.

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

Article 3: Contracting documents

This documents which form the part of this contract are (by the order of precedence):
- Contract agreement

[1] DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/

- Contractor's offer as provided in the tendering phase – ''Part B: Format of offer to be provided by the tenderer''
- Any other supporting documentation if applicable

For any issues not defined in this contract agreement the rules of General conditions will be applied

C4e	Draft contract : General conditions	C4e_annexigc_en.pdf Practical Guide to contract procedures for EU External Actions (PRAG) 15 January 2016

Article 4: Duration of the contract

The duration of the contract is 3 months, at most by 1 March 2020.

The implementation period of tasks shall run from contract signature by both parties to date for provisional acceptance.

Commencement date is the date of contract signature by both parties.

Article 5: Deliveries and payments

The contractor will deliver without reservation the supplies indicated in the contractor's offer ''Part B: Format of offer to be provided by the tenderer''. The deliveries will be delivered within the indicated dates.

The Contracting Authority will pay to the Contractor the supplies in the amount indicated in the Article 2 of this contract document.

Article 6: Cancellation of the contract

The contract can be suspended by the Contractor due to one of the following reasons:
- Contracting Authority not fulfilling payment and other obligations

The contract can be terminated by the Contracting Authority due to one of the following reasons:
- The Contractor is in serious breach of the contract, failing to meet contractual obligations; The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

Article 7: Resolving of disputes

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of competent Court of Law of Montenegro in accordance with the national legislation of the state of the Contracting Authority.

Article 8: Language of the contract

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

Article 9: Other specific conditions applying to the Contract

Done in English in two originals: one original for the Contracting Authority and one original for the Contractor.

For the Contractor

Name: Topović Velibor

Title: Director

Signature:

Date:

For the Contracting Authority

Name: Mirko Đurović

Title: Director

Signature:

Date: 25.12.2019.

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable.

Article 2 Language of the Contract

2.1 The language of the contract and of all communications between the Contractor and Contracting Authority shall be English.

Article 4 Communications

4.1 Any written communication relating to this contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand, and be submitted to:

For the Contracting Authority:
Dr Mirko Đurović, director
University of Montenegro - Institute o Marine Biology
Dobrota bb, 85330 Kotor, Montenegro
Fax: +382 32 334 570
E-mail: monteaqua.izbm@ucg.ac.me

For the Contractor:
Topović Velibor, director
Inox Design d.o.o. za proizvodnju, promet roba i usluga Budva
Adok Naselje bb, Lapčići
85310 Budva
Phone: +382 33 402720
E-mail: inocdesign@t-com.me

Article 10 Origin

10.1 All supplies purchased under this contract may originate from any country.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 12 Liabilities and Insurance

12.1a) By way of derogation from Article 12.1, a) paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.

12.1b) By way of derogation from Article 12.1,b), paragraph 2, of the general conditions, compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to the contract value.

12.2a) By derogation from Article 12.2, a), paragraph 2 of the general conditions it is, if requested, within 5 days, that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected.

Article 14 Contractor's drawings

14.1 Contractor will submit supplementary documents, user manuals and drawings related to each item of supplies as provided by the producer or, if required, by the Montenegrin law to the Contracting Authority.

These manuals and drawings will be submitted at least with the delivery of supplies.

Article 18 Commencement order

18.1 Commencement date is the date of contract signature by both parties.

Article 19 Period of implementation of the tasks

19.1 The period of the implementation of the tasks shall run from contract signature by both parties to date for provisional acceptance.

Article 25 Inspection and testing

25.2 Inspection and testing will take place upon delivery, and in accordance with Article 25 of the General Conditions at the delivery location as specified in the contract.

Article 26 General principles for payments

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the University of Montenegro - Institute of Marine Biology, Dobrota bb, 85330 Kotor, Montenegro.

26.3 By derogationof article 26.3 of general conditions, no pre-financing payment shall be made. Final payment shall be made within 60 days from the date on which an invoice is received by the Contracting Authority, together with the request for provisional acceptance.

26.5 By derogation from Article 26.5 of the general conditions, no pre-financing is foreseen under this contract. In order to obtain payment the Contractor must forward to the Contracting Authority:

a) For the 100 % balance, the invoice together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

29.3 The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Each delivery shall be accompanied by:

- Invoice;
- Delivery note and the detailed packing list;
- Warranty Certificate of each item.

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance should be issued using the provided template (Annex 3_Provisional acceptance certificate).

Article 32 Warranty obligations

32.7 The warranty must remain valid for one year after provisional acceptance.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the competent court in Montenegro in accordance with the national legislation of the state of the Contracting Authority.

Article 44 Data Protection

Not applicable.