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| MODEL OF THE CONTRACT BETWEEN THE CONTRACTOR AND THE PROJECT PARTNER***MODEL UGOVORA IZMEĐU PONUĐAČA I PROJEKTNOG PARTNERA*** |

CONTRACT TITLE: Procurement of a raft for nesting Dalmatian pelicans on Skadar Lake.

***NAZIV UGOVORA: Nabavka splava za gniježđenje dalmatinskog pelikana na Skadarskom jezeru.***

REF:04/2021 / ***Broj ugovora: 04/2021***

Concluded between / ***Zaključen između:***

PUBLIC ENTERPRISE OF NATIONAL PARKS OF MONTENEGRO

***JAVNO PREDUZEĆE ZA NACIONALNE PARKOVE CRNE GORE***

Trg vojvode Becir bega Osmanagica 16, Podgorica

Represented by / ***Predstavnik: Jelena Kljajević***

Project partner / ***Naručilac***

and / ***i***

Title / **Naziv:**

Address of the contractor / **Adresa ugovarača:**

Represented by / ***Predstavnik:***

Contractor / ***Dobavljač:***

Article 1**:** Subject of the contract

***Član 1: Predmet ugovora***

The subject of the contract is the procurement of a raft for nesting Dalmatian pelicans on Skadar Lake, as indicated in the contractor’s offer – ‘’Part B: Format of offer to be provided by the tenderer’’.

***Predmet ugovora je nabavka splava za gniježđenje dalmatinskog pelikana na Skadarskom jezeru, kako je naznačeno u ponudi Dobavljača - Dio B: Format ponude koju dostavlja Dobavljač.***

Article 2: Contract value

***Član 2: Vrijednost ugovora***

The total contracted value of the supply contract referred to in Article 1 is: XXX EUR without VAT. / ***Ukupna ugovorena vrijednost ugovora za nabavku koja je navedena u članu 1. iznosi: XXX EUR bez PDV-a***

Article 3: Contracting documents

 ***Član 3: Sastavni dijelovi ugovora***

The documents which form the part of this contract are (by the order of precedence):

* Invitation for submission of bids and other accompanying documentation – Part A Information for tenderer;
* Contractor’s offer as provided in the tendering phase – Part B: Format of offer to be provided by the tenderer;
* Contract agreement.

***Dokumenta koja čine dio ovog ugovora su (prema redoslijedu prvenstva):***

* ***Poziv za dostavu ponuda i druga propratna dokumentacija - Dio A: Informacije za ponuđače;***
* ***Ponuda ugovarača kako je predviđena u fazi nadmetanja - Dio B: Format ponude koju dostavlja ponuđač;***
* ***Ugovor.***

Article 4: Deliveries and payments

***Član 4.: Rok za isporuku opreme i način plaćanja***

The deadline for delivery equipment is 26 November 2021.

The price offered by the contractor must be calculated exactly according to the conditions and descriptions from the request for submission of bids.

The method of payment is after delivery of the equipment and certified Provisional acceptance certificate.

***Rok za isporuku opreme je 26. Novembar 2021.godine.***

***Cijena koju ponudi Dobavljač mora biti kalkulisana tačno prema uslovima i opisima iz zahtjeva za dostavu ponuda.***

***Način plaćanja je nakon isporuke opreme i ovjerene Privremene potvrde o prijemu.***

Article 5: Obligations of the contracting parties

**Član 5: Obaveze ugovorenih strana**

The Contracting Parties agree that the Project partner:

* provide supervision over the delivery and installation of the equipment, control of the quantity and quality of the used material.

The Contracting Parties agree that the Contractor undertakes to:

* deliver the equipment that is the subject of this Contract in accordance with the applicable legal regulations, norms and standards for this type of equipment;
* manages the execution of all installation works;
* procure and deliver to the installation site all the necessary equipment, material and tools;
* provide all necessary horizontal and vertical transport to the workplace;
* follow the instructions of the Supervisory Body;
* apply safety measures at work prescribed by law, in order to avoid injuries or accidents at work, and in the event that they occur, he is responsible on all grounds;

***Ugovorene strane su saglasne da Naručilac:***

* ***obezbijedi nadzor nad isporukom i montažom opreme, kontrolu količine i kvaliteta upotrijebljenog materijala.***

***Ugovorne strane su saglasne da se Dobavljač obavezuje da:***

* ***isporuči opremu koja je predmet ovog Ugovora u skladu sa važećim zakonskim propisima, normativima i standardima za ovu vrstu opreme;***
* ***rukovodi izvršenjem svih montažnih radova;***
* ***nabavi i dostavi na mjesto postavljanja svu potrebnu opremu, materijal i alate;***
* ***obezbijedi sav potreban horizontalan i vertikalan transport do radnog mjesta;***
* ***postupa po uputstvima Nadzornog organa;***
* ***primijeni mjere zaštite na radu propisane zakonom, kako ne bi došlo do povrede, odnosno nesreće na poslu, a u slučaju da do istih dođe, odgovoran je po svim osnovama;***

Article 6. Quality guarantee

**Član 6. Garancija kvaliteta**

The Contractor guarantees the quality of the delivered equipment and undertakes to eliminate any defect or replace the equipment without delay at its own expense, which is not a consequence of improper handling of the Project Partner.

***Isporučilac garantuje za kvalitet isporučene opreme i obavezuje se da, bez odlaganja o svom trošku, otkloni svaki kvar ili izvrši zamjenu opreme, koji nije posledica nepravilnog rukovanja Naručioca.***

Article 7. Canceling of the contract

**Član 7. Raskid ugovora**

The contracting parties may terminate the contract by agreement or at the request of one of the contracting parties.

The contract can be suspended by the Contractor due to one of the following reasons:

* Project partner not fulfilling payment and other obligations.

The contract can be terminated by the Project partner due to one of the following reasons:

* If the contractor does not comply with all contractual obligations;
* The Contractor is in serious breach of the contract, failing to meet contractual obligations. /

***Ugovorne strane mogu sporazumno raskinuti ugovor ili na zahtjev jedne od ugovorenih strana. Dobavljač može raskinuti ugovor iz jednog od sljedećih razloga:***

* ***Naručilac ne ispunjava plaćanje i druge obaveze;***

***Naručilac može raskinuti ugovor iz jednog od sljedećih razloga:***

* ***Ukoliko Dobavljač ne bude poštovao sve ugovorom predviđene obaveze***
* ***Ugovarač ozbiljno krši ugovor, ne ispunjavajući ugovorne obaveze.***

Article 8. Contractual penalty

**Član 8. Ugovorna kazna**

In case of delay in delivery of equipment, the Contractor is obliged to pay penalties.

***U slučaju kašnjenja u isporuci robe, Dobavljač se obavezuje na plađanje kaznenih penala.***

Article 9: Resolving of disputes

***Član 9: Rješavanje sporova***

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 authorities in accordance with the national legislation of the state of the Project partner.

***Svi sporovi koji nastanu iz ovog ugovora ili se odnose na njega, a ne mogu se drugačije riješiti, prenijeće se na isključivu nadležnost nadležnim organima u skladu s nacionalnim zakonodavstvom države partnera na projektu.***

This contract is concluded and signed by the authorized legal representatives of the parties to the contract below and is made in six (6) identical copies, of which three (3) copies are for each of the contracting parties.

***Ovaj ugovor je zaključen i potpisan od dolje navedenih ovlašćenih zakonskih zastupnika strana ugovora i sačinjen je u šest (6) istovjetnih primjeraka, od kojih su po tri (3) primjerka za svaku od ugovornih strana.***

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| For the Contractor / ***(Za Dobavljača)*** | For the Project partner / ***Za Projektnog Partnera*** |
| Name / ***Ime i prezime****:* |  | Name / ***Ime i prezime****:*  |  |
| Title / ***Titula:*** |  | Title / ***Titula:*** |  |
| Signature / ***Potpis:*** |  | Signature / ***Potpis:*** |  |
| Date / ***Datum:*** |  | Date / ***Datum:*** |  |