

UGOVOR O NABAVCI USLUGA OBUKE I ODRŽAVANJA SOFTVERA SEISCOMP3

Ovaj ugovor zaključen je između:

ZAVODA ZA HIDROMETEOROLOGIJU I SEIZMOLOGIJU sa sjedištem u Podgorici, Ulica IV proleterske 19, PIB: 02886685, Matični broj: 02886685, Broj računa: 907-83001-19, Naziv banke: Centralna banka Crne Gore, koga zastupa mr Luka Mitrović, direktor, (u daljem tekstu: **Naručilac**)

i

Ponuđača GEMPA GmbH sa sjedištem u Germany, Heinrich –Mann-Allee 18/19, D-14473 Potsdam, Komercijalni broj: HRB 21875, PIB: 17 95 69 78, PDV broj: DE263600026, Broj računa: DE17160500003501002334, Naziv banke: MBS Mittlebrandenburgische Sparkasse in Potsdam, koga zastupa Dr. Bernd Weber, direktor, (u daljem tekstu: **Izvršilac**).

OSNOV UGOVORA:

Zahtjev za dostavljanje ponuda za nabavku male vrijednosti za nabavku usluga osnovne obuke i servisiranja (održavanja) za softver SEISCOMP3, broj: 01-3189/1 od 25.09.2018;
Broj i datum odluke o izboru najpovoljnije ponude: 01-3325 od 05.10.2018.
Ponuda ponuđača **GEMPA GmbH** broj 01-3270/1 od 02.10.2018.

PREDMET UGOVORA

Član 1

Predmet ovog ugovora je pružanje usluga osnovne obuke i servisiranja (održavanja) za softver SEISCOMP3 - u skladu sa tehničkom specifikacijom preciziranom Zahtjevom za dostavljanje ponuda za nabavku male vrijednosti broj 01-3189/1 od 25.09.2018. godine, Odlukom o izboru najpovoljnije ponude broj 01-3325 od 05.10.2018. i ponudom **IZVRŠIOCA** broj 01-3270/1 od 02.10.2018.

Član 2

Izvršilac se obavezuje da će pružiti usluge navedene u članu 1 ovog Ugovora, u svemu prema uslovima definisanim tehničkom specifikacijom koja je sastavni dio tenderske dokumentacije br. 01-3189/1 od 25.09.2018. godine.

II CIJENA I NAČIN PLAĆANJA

Član 3

Ukupna cijena za usluge navedene u članu 1 ovog Ugovora, prema prihvaćenoj ponudi br. 01-3270/1 od 02.10.2018., iznosi 10.738,75 EUR (deset hiljada sedam stotina trideset osam eura i sedamdeset pet centi), od čega neto vrijednost ponude (bez PDV-a) iznosi 8.875,00 EUR, a vrijednost PDV-a 1.863,75 EUR.

NARUČILAC će izvršiti plaćanje usluge prema **IZVRŠIOCU** na osnovu dostavljene fakture, u roku od 30 (trideset) dana od dana dostavljanja fakture za izvršene usluge na žiro račun **IZVRŠIOCA** usluga, naznačen u ponudi.

III ROK

Član 4

Rok za izvršenje ugovora je najmanje četiri dana, najviše 10 dana, najkasnije do 20.12.2018. godine.

IV OBAVEZE UGOVORNIH STRANA

Član 5

Izvršilac se obavezuje da izvrši osnovnu obuku korisnika i servisiranje (održavanje) za softver SEISCOMP3. Usluga obuke službenika obuhvata: uvod u osnovne funkcije programa, instalaciju softvera, podešavanje informacija o mreži stanica, konfiguraciju akvizicionog sistema i modula kroz grafički interfejs, podešavanje programa za lociranje lokalnih zemljotresa, upravljanje podacima i praktične vježbe. Obuka se obavlja na maternjem ili engleskom jeziku.

IZVRŠILAC se obavezuje da izvrši provjeri i optimizaciju konfiguracije softvera SEISCOMP3 na akvizicionom sistemu u Podgorici.

Član 6

Naručilac se obavezuje da po dogovorenom terminu i planu uvede Izvršioca u posao. Pod uvođenjem u posao podrazumijeva se obezbeđenje potrebnih uslova za nesmetano obavljanje posla a u skladu sa predmetom Ugovora.

VI RASKID UGOVORA

Član 7

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:

- U slučaju kada Naručilac ustanovi da kvalitet pruženih usluga ili način na koje se pružaju, odstupa od traženog, odnosno ponuđenog kvaliteta iz ponude Izvršioca;
- Naručilac je obavezan da u slučaju uočavanja propusta u obavljanju posla pisanim putem pozove Izvršioca i da putem Zapisnika zajednički konstatuju uzrok i obim uočenih propusta. Ukoliko se Izvršilac ne odazove pozivu Naručioca, Naručilac angažuje treće lice na teret Izvršioca.

Član 8

Eventualne nesporazume koji mogu da se pojave u vezi ovog Ugovora ugovorne strane će pokušati da riješe sporazumno.

Sve sporove koji nastanu u vezi ovog Ugovora rješavaće Privredni sud u Podgorici.

Član 9

Ovaj ugovor je pravno valjano zaključen i potpisan od dolje navedenih ovlašćenih zakonskih zastupnika strana ugovora i sačinjen je u 4 (četiri) istovjetna primjerka, od kojih po 2 (dva) primjerka zadržavaju NARUČILAC i IZVRŠILAC.

ANTIKORUPCIJSKA KLAUZULA

Član 10

Ugovor o javnoj nabavci koji je zaključen uz kršenje antikorupcijskog pravila u smislu člana 15 stav 5 Zakona o javnim nabavkama "Službeni list CGT", br. 42/11 i 57/14) je ništav.

NARUČILAC

Zavod za hidrometeorologiju i seizmologiju
Mr Luka Mitrović



IZVRŠILAC

GEMPA GmbH

Dr. Bernd Weber

gempa



gempa GmbH
Heinrich-Mann-Allee 18/19
D-14473 Potsdam

**CONTRACT ON PUBLIC PROCUREMENT OF THE SERVICES OF BASIC TRAINING AND SERVICING
(MAINTENANCE) FOR SEISCOMP3 SOFTWARE**

This contract is executed by and between:

THE INSTITUTE FOR HYDROMETEOROLOGY AND SEISMOLOGY seated in Podgorica, IV proleterske street, 19, TIN: 02886685, registration no.: 02886685, bank account no.: 907-83001-19, bank name: Central Bank of Montenegro, represented by MS. Luka Mitrović, the director, (hereinafter: the Contracting Authority)

and

the Bidder GEMPA GmbH seated in Germany, Heinrich –Mann-Allee 18/19, D-14473 Potsdam, Commercial number No:HRB 21875 P, official No of company: 17 95 69 78, VAT-ID: DE263600026, bank account no.: IBAN DE17160500003501002334; bank name: MBS- Mittlebrandenburgische Sparkasse, represented by dr Bernd Weber, CEO, (hereinafter: the Contractor).

BASIS OF THE CONTRACT:

Request for Proposals for low-purchase procurement of the services of basic training and servicing (maintenance) for SEISCOMP3 software, No.: 01-3189/1 of 25.09.2018;
Number and date of the Resolution on selection of the most favourable proposal: 01-3325 od 05.10.2018.
Proposal of the Bidder **GEMPA GmbH** no. 01-3270/1 od 02.10.2018.

SUBJECT TO THE CONTRACT

Article 1

Subject to this Contract is provision of services of the basic training and servicing (maintenance) for software SEISCOMP3 – in line with the technical specifications defined in the Request for Proposals for low-value procurement, no. 01-3189/1 of 25.09.2018, Resolution on selection of the most favourable proposal, no. 01-3325 od 05.10.2018. and proposal of the CONTRACTOR no. 01-3270/1 od 02.10.2018.

Article 2

The Contractor agrees to provide the services under article 1 of the Contract herein, fully in line with conditions set out in technical specifications which are integral part of the bidding documents no. 01-3189/1 of 25.09.2018.

II PRICE AND PAYMENT METHOD

Article 3

The price for the services under the Article 1 above, per accepted proposal no.01-3270/1 od 02.10.2018. amounts to € 10.738,75 EUR (ten thousands seven hundreds thirty eight euros and seventy five cents), of which, the net value of the proposal (no VAT) amounts to € 8.875,00, while VAT value is € 1.863,75. The Contracting Authority undertakes to make the payment to the Contractor within 30 (thirty) days as of the day of the issuing of the invoice for rendered services to the bank account of the Contractor indicated in the proposal.

III DEADLINE

Article 4

Deadline for the realisation of the Contract is 45 days from the day of signing the Contract, but not later than 20th December, 2018. The Contract must be performed for at least four days and for no more than ten days.

IV RESPONSIBILITIES OF THE CONTRACTING PARTIES

Article 5

The Contractor undertakes to provide basic training to the users and servicing (maintenance) of SEISCOMP3 software. The service of training the officers includes: introduction in the basic functions of the programme, installation of the software, configuration of the basic information about the network of stations, configuration of the acquisition system and modules through graphical user interface, setting the programme for local earthquake monitoring, data management and practical training. The training shall be carried out in the local or English language.

The Contractor undertakes to perform, check and optimise configuration of SEISCOMP3 software at the acquisition system in Podgorica.

Article 6

The Contracting Authority undertakes to introduce the Contractor with the job in line with the agreed term and plan. The Contracting Authority undertakes to introduce the Contractor to the job according to the stipulated term and plan. The introduction to the job comprises the securing of all the necessary conditions for unhindered performance of the job in line with the subject to the Contract

VI CONTRACT TERMINATION

Article 7

The contracting parties agree that the termination of this contract can come about in case the Contractor fails to execute its tasks within the deadlines and in the manner provided for by the Contract:

- In case the Contracting Authority discovers that the quality of the rendered services or the manner of their rendering, deviates from the requested, i.e. quality offered in the proposal of the Contractor;
- In case the Contracting Authority identifies negligence in performance of the job, the Contracting Authority is obliged to contact the Contractor in writing and to jointly, in form of a Record, conclude the cause and the scope of identified negligence. If the Contractor fails to respond to the communication of the Contracting Authority, the Contracting Authority shall hire a third party at the expense of the Contractor.

Article 8

The contracting parties shall attempt to resolve potential disagreements, which might appear in relation to this contract, by means of mutual agreement.

All disputes arising from this contract shall be resolved before the Commercial Court in Podgorica

Article 9

This contract has been properly concluded and signed by the undersigned authorized legal representatives of the contracting parties in 4 (four) identical copies, two (2) of which for the Contractor and the Contracting Authority.

ANTICORRUPTION CLAUSE

Article 10

The Contract on Public Procurement, signed under violation of the anticorruption rule, in line with article 15, paragraph 5 of the Law on Public Procurement (O.G.MNE, no. 42/11 and 57/14) shall be declared null and void.

The Contracting Authority

Institute for Hydrometeorology and Seismology
MSc. Luka Mitrović



the Contractor

GEMPA GmbH
Dr. Bernd Weber

gempa



gempa GmbH
Heinrich-Mann-Allee 18/19
D-14473 Potsdam