Crna Gora
UNIVERZITET CRNE GORE
POMORSKI FAKULTET KOTOR
Broj 01-2864
Kotor, 16.09. 2024 god.

SIMPLE PROCUREMENT CONTRACT
DEVELOPMENT AND MAINTENENCE OF SOFTWARE FOR THE NEEDS OF THE FACULTY OF MARITIME STUDIES

concluded between

University of Montenegro-Faculty of Maritime Studies Kotor, based in Kotor - Montenegro, Put I bokeljske brigade br.44.
registration number: 02016702 and VAT number 30/31-03951-6 represented by Prof. dr Tatijana Dlabač as dean of PFK ("Purchaser ")

and

UNITEST MARINE SIMULATORS LTD.
PARTYZANTOW 46/101,
81-423 GDYNIA, POLAND called hereinafter UNITEST
VAT number: 5862293669 represented by Rafal Pawletko and Rafał Brzeżański as Vice Presidents of UNITEST ("Bidder")

V

Article 1

The subject of the Contract is the procurement of Development and maintenance of software for needs of Fakulty of Maritime Studies according to the Request for Simple Procurement No. 77699 of August 20, 2024 and according to the bid of the Bidder number 110168 from 22.08.2024. according to the specification to the said Request.

Article 2

The Bidder undertakes to deliver the services to the Purchaser according to the specification, and the Purchaser undertakes to officially take over and pay the Bidder the value of the services according to the accepted price from the Bidder's Offer No. 110168 dated August 22, 2024.

UGOVOR O JEDNOSTAVNOJ NABAVCI
IZRADA I ODRŽAVANJE SOFTVERA ZA POTREBE POMORSKOG FAKULTETA KOTOR

sklopljen izmedju

Univerzitet Crne Gore-Pomorski fakultet Kotor, sa sjedištem u Kotoru - Crna Gora, Put I bokeljske brigade br. 44, matični broj: 02016702 i PDV broj 30/31-03951-6 koji predstavlja Prof.dr Tatijana Dlabač u svojstvu dekanice PFK („Naručilac")

i

UNITEST MARINE SIMULATORS LTD.
PARTYZANTOW 46/101,
81-423 GDYNIA, POLAND called hereinafter UNITEST
VAT number: 5862293669 kojeg predstavljaju Rafał Pawletko i Rafał Brzeżański kao izvršni direktori UNITEST-a.

Član 1

Predmet Ugovora je Usluga Izrade i održavanja softvera za potrebe Pomorskog fakulteta prema Zahtjevu za jednostavnu nabavku br. 77699 od 20.08.2024. godine i prema ponudi Ponuđača broj 110168 od 22.08.2024. godine prema specifikaciji u navedenom Zahtjevu.

Član 2

Ponuđač se obavezuje da za Naručioca izvrši usluge izrade i održavanja softvera prema specifikaciji, a Naručilac se obavezuje da zvanično preuzme i plati ponuđaču vrijednost usluga prema prihvaćenoj cijeni iz Ponude Ponuđača broj 110168 od 22.08.2024. godine.

Article 3

Value of services, according to the accepted offer number 110168 from 22.08.2024. is € 4.132,23 excl. VAT and in accordance with the conditions given in the Request for Bids No. 77699 of 20.08.2024.

Article 4

Pursuant to Articles 41 and 48 of the Law on Value Added Tax of Montenegro, VAT will be calculated upon entry of goods into Montenegro and will be paid from the account of the Purchaser.

For the procurement in question, VAT is 0%, based on Article H3.1 for deliveries outside the EU.

Article 5

The contracting parties agree that the Purchaser will pay the agreed price successively within 30 days after the completion of the qualitative-quantitative execution of the delivery of services. Payment is made from the account of Fakulty of Maritime Studies no. invoices 510 -277 - 38 with CKB Bank in favor of the giro account of UNITEST. Payment will be done through:

Bank Millennium S.A.
Stanislawa Zaryna Street 2A
02-593 Warszawa, Poland
Acc. No. 19 1160 2202 0000 0002 7372 8060
Bank Swift Code BIGBPLPW
Bank IBAN Number PL 19 1160 2202 0000 0002 7372 8060

with reference to the Contract number, duly signed delivery note and record of qualitative-quantitative delivery on the issued invoice.

Article 6

The term of execution of the contract, that is, the term of delivery of the goods in question cannot be longer than 60 days from the date of conclusion of the contract.

The warranty period is 3 years from the day of installation.

Član 3

Vrijednost usluga, prema prema prihvaćenoj ponudi br. 110168 od 22.08.2024. godine iznosi 4.132,23 € bez uračunatog PDV-a, u skladu sa uslovima datim u Zahtjevu za dostavljanje ponuda broj 77699 od 20.08.2024. godine.

Član 4

Na osnovu Člana 41 i 48 Zakona o porezu na dodatu vrijednost Crne Gore, PDV će se obračunati prilikom ulaska robe u Crnu Goru i biće plaćena sa računa Naručioca.

Za predmetnu nabavku PDV iznosi 0%, na osnovu člana N3.1 za isporuke van E.U.

Član 5

Ugovorne strane su saglasne da će Naručilac isplatiti ugovorenu cijenu do 30 dana po završetku kvalitativno-kvantitativnog izvršenja usluga. Isplata se vrši sa računa Pomorskog fakulteta br. 510 -277- 38 kod CKB banke u korist žiro računa UNITEST-a, preko:

Bank Millennium S.A.
Stanislawa Zaryna Street 2A
02-593 Warszawa, Poland
Acc. No. 19 1160 2202 0000 0002 7372 8060
Bank Swift Code BIGBPLPW
Bank IBAN Number PL 19 1160 2202 0000 0002 7372 8060

sa pozivom na broj Ugovora, uredno potpisanu otpremnicu i zapisnik po kvalitativno-kvantitativnoj isporuci na ispostavljenoj fakturi.

Član 6

Rok izvršenja ugovora, odnosno rok isporuke predmetne robe ne može biti duži od 60 dana od dana zaključivanja ugovora.

Garantni rok iznosi 3 godine od dana instalacije.

Article 7

The bidder guarantees that the software will be protected by a hardware security key (hardlock) installed by UNITEST.

The license granted by UNITEST includes unlimited use of Fakulty of Maritime Studies in Kotor and is non-exclusive, transferable, irrevocable, sub-licensable, perpetual. Royalty-free and fully paid-up, for the sole purpose and to the extent incorporated in the copy delivered by UNITEST and to the extent necessary for the exploitation, with no accounting or reporting obligations towards UNITEST.

Without prejudice to the terms of the License, Fakulty of Maritime Studies in Kotor.acknowledges and agrees that the ownership to LNG DE3D and RT-flex50DF remains with UNITEST.

Article 8

The contracting parties agree to resolve any disputes regarding this contract amicably. In case of disputes that may arise between the Purchaser and the Bidder for the interpretation and execution of this Contract, only the Commercial Court in Podgorica has jurisdiction.

Article 9

The public procurement contract concluded in violation of the anti-corruption rule is null and void, in terms of Article 38, paragraph 3 of the Law on Public Procurement ("Official Gazette of Montenegro", 074/39 od, 31.12.2019., 003/23 od 10.01.2023., 011/23 od 27.01.2023) is void.

Article 10

This Agreement is legally concluded and signed by the authorized legal representatives of the parties listed below in the Agreement and is made in 4 (four) identical copies, of which 2 (two) are retained by each contracting party.

Član 7

Ponuđač garantuje da će softver biti zaštićen hardverskim sigurnosnim ključem (hardlock) koji je instalirao UNITEST.

Licenca koju izdaje UNITEST uključuje neograničeno korišćenje od strane Pomorskog fakulteta u Kotoru i neisključiva je, prenosiva, neopoziva, podlicencirana, trajna. Bez naknade i u potpunosti plaćeni, za jedinu svrhu i u mjeri u kojoj je uključeno u kopiju koju je dostavio UNITEST i u obimu neophodnom za eksploataciju, bez računovodstvenih ili izveštajnih obaveza prema UNITEST-u.

Ne dovodeći u pitanje uslove licence, Pomorski fakultet u Kotoru potvrđuje i slaže se da vlasništvo nad LNG DE3D i RT-flek50DF ostaje UNITEST-u.

Član 8

Ugovorne strane su saglasne da eventualne sporove povodom ovog ugovora rješavaju sporazumno.U slučaju sporova koji mogu nastati između Naručioca i Ponuđača za tumačenje i izvršenje ovog Ugovora, nadležan je isključivo Privredni sud u Podgorici.

Član 9

Ugovor o javnoj nabavci koji je zaključen uz kršenje antikorupcijskog pravila u skladu sa odredbama člana 38. stav 3 Zakona o javnim nabavkama ("Sl.Crne Gore",br. 074/39 od, 31.12.2019. godine, 003/23 od 10.01.2023., 011/23 od 27.01.2023. godine) ništavan je.

Član 10

Ovaj Ugovor je pravosnažno zaključen i potpisan od strane ovlašćenih zakonskih zastupnika dolje navedenih strana u Ugovoru i sačinjen je u 4 (četiri) istovjetna primjerka, od kojih po 2 (dva) zadržava svaka ugovorna strana.

For the contracting authority / Za Naručioca
Dean / Dekanica
Prof.dr Tatijana Dlabač

UNIVERZITET CRNE GORE
Pomorski fakultet Kotor

For the Bidder/ Za Ponuđača
Vice Presidents / Izvršni direktori
Rafal Pawletko
and Rafał Brzeżański

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mgr inż. Rafał Brzeżański
członek zarządu

dr inż. Rafał Pawletko
członek zarządu

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