



**MONTENEGRO  
MINISTRY OF FINANCE**

**CONTRACT ON PROVISION OF MAINTENANCE SERVICES  
OF MOBILE SCANNER**

No: 012-1152

Podgorica, 30/01/2017

This Contract is concluded by and between:

**Ministry of finance – Customs administration**, Podgorica, Ul. Oktobarske revolucije br. 128, FIN: 02010658, represented by Mr Darko Radunović, Minister (hereinafter: Contracting authority);

and

**“Nuctech Company Limited” Beijing - China**, 2/F Block A, Tongfang Building, Shuangqinglu Road, Haidian District, Tsinghua University, PIB: 91110108710927548B, represented by **Mr Chen Zhiqiang**, President of the Company (hereinafter: Contractor).

**I SUBJECT OF THE CONTRACT**

Article 1

The subject of this contract is the provision of maintenance services of mobile scanner, according to Tender Documents No. 08-15868/5 of 25/11/2016, the decision on the selection of the most favourable bid no 012-650/011 of 20/01/2017 and in accordance with the bid of the Contractor no D-56/I, received on 09/01/2017, which is an integral part of this Contract.

Article 2

The contractor is obligated to provide the services listed in Article 1 of this Contract, all in accordance with the technical specification and accepted Bid no D-56/I, received on 09/01/2017, which forms an integral part of the Contract.

**II PRICE AND PAYMENT METHOD**

Article 3

The total price for services referred to in Article 1 of this Contract amounts to € 84,000.00 (in words: eighty four thousand Euros). This price is inclusive of the value added tax. Price for services, VAT excluded, is 70,588.30 € (in words: seventy thousands five hundred eighty eight Euros and thirty cents).

The Contracting authority is obligated to make payments within 30 days of receipt of the invoice to the bank account \_\_\_\_\_.

The invoice must contain the contract number under which the payment is made, and a note that under the provisions of Article 12 of the Law on Value Added Tax, VAT is paid by the beneficiary of goods or services

The Contracting authority is obligated to make payments within 30 days of receipt of the invoice to the bank account 341556023488 at the Bank of China, Beijing Branch, Haidian Sub Branch, Ke Xue Cheng Sub Office, SWIFT:BKCHCNBJ110.

In order to ensure payments in the manner specified in Paragraph 1 of this Article, the contracting authority guarantees with the Statement on *the regular payment of due obligations*, ensuring regular payment of public procurement obligations

The Statement forms an integral part of this Contract.

### III TIMEFRAME

#### Article 4

The Contract is concluded for a period of twelve (12) months.

The Contractor is obligated to perform all services specified in Article 1 of this Contract within 12 months from the date of this contract.

This Contract shall enter into force from the moment of signature of both parties.

### IV WARRANTY PERIOD

#### Article 5

The contractor provides a guarantee for performed services with a warranty period of 12 months from the date of delivery of services.

During the warranty period, the contractor is obligated to remedy at his own expense all shortcomings which occurred during the warranty period, and which prevent, in whole or in part, the contracting authority to use the referred service in accordance with their purpose. In this case, the warranty period is extended in proportion to the period in which the contracting authority was unable to wholly or partly use the referred service in accordance with its intended purpose, due to noted shortcoming.

The warranty period defined in paragraph 1 of this Article of the Contract is limited only to services provided by the Contractor in accordance with this Contract

### V OBLIGATIONS OF THE CONTRACTING PARTIES

#### Article 6

The Contractor is obligated:

- to perform the services that are the subject of this Agreement in accordance with applicable laws and regulations, norms and standards for this type of work;

- to provide services by qualified personnel with the experience needed for this type of work;
- to manage the execution of all services;
- to provide complete documentation on the basis of which the services are performed;
- to start immediately, upon the request of the supervisory authority of the Contracting Authority, to remedy observed shortcomings and mistakes in the conduct of business;
- to compensate for all damages to the Contracting Authority, which are caused by the negligent or substandard conduct of the contractor, contrary to professional diligence, as well as by the non-performance or delayed performance of service of the contractor
- The Contractor is obligated to provide residence in Montenegro of at least one qualified person - engineer for the entire duration of the contract, at its own expense.

#### Article 7

The Contracting authority is obligated:

- to introduce the Contractor into the business, according to the agreed time schedule and the plan. Under Introduction into the business means the provision of all the necessary conditions to perform their function unobstructedly.
- To make payments for the services subject of this Contract in the manner specified in Article 3 of this Contract.
- The Contracting authority is obligated to provide all necessary assistance to the expert who will stay in Montenegro to obtain a residence permit.

### **VI TERMINATION OF THE CONTRACT**

#### Article 8

The contracting parties agree that the termination of the Agreement may occur if the contractor does not perform its obligations within the deadlines and in the manner envisaged in the Agreement:

- In case the Contract authority determines that the quality of the services provided or the way they are provided, deviates from the requested quality, i.e. the offered quality from the bid of the contractor.
- If a party fails to perform its contractual obligations, the other party may terminate this Agreement with prior written warning to the other side, and with the release of performance guarantees, and all the consequences of a possible termination of the Agreement, shall be borne by a party who fails to perform its contractual obligations.

### **VII PERFORMANCE GUARANTEE**

#### Article 9

The contractor undertakes to submit to the contracting authority at the time of signing this contract an unconditional and irrevocable bank guarantee payable upon first call, for execution of the contract in the amount of 5% of the contracted value, with the validity period of 3 (three) days longer than the contracted term as specified in Article 4 of this contract, and which the contracting authority may release at any moment if any of the reasons for termination of the contract arises.



The guarantee must be issued by a commercial bank which is located in Montenegro or a foreign bank through a correspondent bank located in Montenegro, with the consent of the contracting authority.

The contracting authority undertakes, immediately upon fulfilment of the obligations in the manner and under the terms of this agreement, to return the guarantee to the contractor.

For all that is not defined by this contract shall apply the provisions of the Law on Obligations.

## VIII OTHER PROVISIONS

### Article 10

The Contractor and its staff are committed not to disclose any official or confidential information related to this Contract, operations and activities of the Contracting Authority during the validity of this Contract, as well as within 3 (three) years after the expiry of this contract, without the prior written consent of the Contracting authority

### Article 11

The Contracting parties shall try to settle amicably any misunderstanding that may arise in relation to this Contract.

All disputes arising in relation to this Contract shall be settled by the competent court in Podgorica.

### Article 12

The public procurement contract, which was concluded in violation of anti-corruption rules in accordance with the provisions of Article 15 of the Law on Public Procurement ("Official Gazette" 42/11, 57/14 and 28/15) is null and void.

### Article 13

The cost of the notarization of this contract shall be borne by the Contractor.

### Article 14

This Contract has been validly concluded and signed by below authorized legal representatives of parties to the contract and made in 6 (six) identical copies, three (3) copies for each of the parties.

CONTRACTING AUTHORITY

Minister  
Darko Radunovic  
  


CONTRACTOR  
President of the company  
Mr Chen Zhiqiang  
  
