

Број 01-2369/22

Подгорица, 09.01.2015 год.

**UGOVOR
O JAVNOJ NABAVCI ZA PRUŽANJE
KONSULTANTSКИH USLUGA PRILIKOM
PREGOVARANJA ZA ZAKLJUČIVANJE
UGOVORA O KONCESIJI ZA
PROIZVODNJU UGLJOVODONIKA U
PODMORJU CRNE GORE**

Ugovorne strane:

1. Ministarstvo ekonomije Crne Gore, koga zastupa dr Vladimir Kavarić, ministar, s jedne strane (u daljem tekstu: *Naručilac*),

i

2. Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, PIB: 898783812, koga zastupa Bjørn-Erik Leerberg, advokat/partner, (dalje u tekstu: *Izvršilac*)

Zaključen dana 09.01.2015.godine u Podgorici

UVODNE NAPOMENE:

Budući da je:

- 1) Ministarstvo ekonomije, po prethodno dobijenoj saglasnosti Uprave za javne nabavke broj 01-6825/1 od 12. 11. 2014. godine, objavilo Poziv za dostavljanje ponuda za pružanje konsultantskih usluga broj 01-6285/7 od 14. 11. 2014. godine, za pružanje usluga prilikom pregovaranja za zaključivanje Ugovora o koncesiji za proizvodnju ugljovodonika u podmorju Crne Gore,
- 2) Ponuđač Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, dostavio ponudu br. 01-2369/14 od 10. 12. 2014. godine na predmetnom Pozivu za pružanje konsultantskih usluga broj

**CONTRACT
ON PUBLIC TENDER FOR PROVISION OF
CONSULTING SERVICES IN THE
NEGOTIATING PROCESS FOR ENTERING
INTO THE HYDROCARBONS PRODUCTION
CONCESSION CONTRACT IN THE OFFSHORE
OF MONTENEGRO**

Parties to the Contract:

1. Ministry of Economy of Montenegro, represented by Vladimir Kavarić, Ph.D., the minister, on one side (hereinafter: the Contracting Authority),

and

2. Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, FIN: 898783812, represented by Bjørn-Erik Leerberg, advokat/partner (hereinafter: Service Provider)

Concluded on 9 January 2015 in Podgorica

INTRODUCTORY NOTES:

Whereas :

- 1) The Ministry of Economy, according to the previously obtained consent from the Public Procurement Administration no. 01-6825/1 of 12 November 2014, published the Invitation for submission of bids for provision of consulting services no. 01-6285/7 from 14 November 2014, for provision of consulting services in the negotiating process for entering into the Hydrocarbons Production Concession Contract in the offshore of Montenegro,
- 2) The Bidder Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, submitted its bid no. 01-2369/14 dated 10 December 2014 in respect of the subject Invitation for provision of consulting services no. 01-

01-6285/7 od 14. 11. 2014. godine,

- 3) Odlukom Ministarstva ekonomije broj 01-2369/21 od 23. 12. 2014. godine, ponuda ponuđača Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, proglašena kao najpovoljnija,
- 4) Rok za podnošenje prigovora je istekao.

STOGA, ugovorne Strane su dogovorile sljedeće:

Predmet Ugovora

Član 1.

Predmet ovog Ugovora je pružanje konsultantskih usluga prilikom pregovaranja za zaključivanje Ugovora o koncesiji za proizvodnju ugljovodonika u podmorju Crne Gore (u daljem tekstu: Usluga), prema Pozivu za dostavljanje ponuda za pružanje konsultantskih usluga broj 01-6285/7 od 14. 11. 2014. godine, Odluci o izboru najpovoljnije ponude broj 01-2369/21 od 23. 12. 2014. godine i prema Ponudi Izvršioca.

Izvršilac se obavezuje da će Uslugu izvesti u svemu prema prihvaćenoj Ponudi broj br. 01-2369/14 od 10. 12. 2014. godine i Projektnom zadatku datom u Tenderskoj dokumentaciji broj 01-6285/8 od 14. 11. 2014. godine

Ugovorena cijena

Član 2

Ukupna cijena za usluge navedene u članu 1 ovog Ugovora iznosi 300,000.00 € (slovima: tristotinehiljada eura) sa uračunatim PDV (19%) (u daljem tekstu: Ugovorena cijena).

Ugovorne strane su saglasne da PDV (19%) plaća Izvršilac u skladu sa Zakonom

6285/7 from 14 November 2014,

- 3) The Decision of the Ministry of Economy no. 01-2369/21 dated 23. December 2014 proclaimed the bid of the Bidder Advokatfirmaet Simonsen Vogt Wiig AS, Oslo, as the most economically favourable,
- 4) The deadline for filing complaints has expired.

THEREFORE, the Parties agreed as follows:

Subject of Contract

Article 1

The subject of this Contract is the provision of consulting services in the negotiating process for entering into the Hydrocarbons Production Concession Contract in the offshore of Montenegro (hereinafter: the Service), in respect of the Invitation for submission of bids for providing consulting services no. 01-6285/7 dated 14 November 2014, the Decision on the selection of the most economically favourable bid no. 01-2369/21 dated 23 December 2014 and in respect of the Bid of the Service Provider.

The Service Provider undertakes to provide the Service all in line with the accepted Bid no. 01-2369/14 dated 10 December 2014 and the Terms of Reference enclosed in the Tender Documents no. 01-6285/8 from 14 November 2014.

Contracted Price

Article 2

The total price for the services specified in Article 1 of this Contract amounts to € 300,000.00 (in words: three hundred thousand euro) including VAT (19%) (hereinafter: the Contracted Price).

The Parties to the Contract agree that VAT (19%) shall be paid by the Service Provider in

o porezu na dodatu vrijednost („Službeni list RCG“, broj 65/, 13/03, 59/04, 79/05, 16/06, "Službeni list CG", br. 64/08, 30/13).

Naručilac će Izvršiocu isplaćivati Ugovorenu cijenu sukcesivno na mjesečnoj osnovi na osnovu ispostavljenih faktura i izvještaja Izvršioca, u zavisnosti od stepena izvršenja Usluge.

Ukoliko Naručilac odustane od realizacije ovog Ugovora, Izvršiocu će se isplatiti Ugovorena cijena shodno stepenu realizovanih obaveza, na osnovu dostavljanih faktura.

U cilju obezbjeđenja plaćanja Ugovorene cijene iz stava 1 ovog člana, Naručilac garantuje i Izjavom o urednom plaćanju dospjelih obaveza.

Rok Član 3

Rok za izvršenje predmetne Usluge iz člana 1 ovog Ugovora iznosi 12 mjeseci i počinje teći od dana zaključivanja Ugovora.

Obaveze Izvršioca Član 4

Izvršilac se obavezuje da će:

1. predmetnu Uslugu obaviti kvalitetno i profesionalno u skladu sa Ponudom i Projektnim zadatkom, svim važećim propisima Crne Gore, vodeći pri tom računa o interesima Naručioca;
2. angažovati Stručni tim za izvršenje predmeta Ugovora, u skladu sa svojom Ponudom br. 01-2369/14 od 10. 12. 2014. godine. Izvršilac neće mijenjati članove Stručnog tima, osim ako za to

accordance with the Law on Value Added Tax (Official Gazette of Republic of Montenegro no. 65/, 13/03, 59/04, 79/05, 16/06, Official Gazette of Montenegro no. 64/08, 30/13).

The Contracting Authority shall pay the Service Provider the Contracted Price successively on monthly basis based on issued invoices and reports of the Service Provider, depending on the level of execution of the Service.

If the Contracting Authority abandons the execution of this Contract, the Service Provider shall be paid the Contracted Price in accordance with the level of executed obligations, based on issued invoices.

For the purpose of securing the payment of the Contracted Price referred to in paragraph 1 of this Article, the Contracting Authority also guarantees by the Statement on timely payment of due liabilities.

Term Article 3

The deadline for delivery of the subject Service referred to in Article 1 of this Contract is 12 months from the signing date of this Contract.

Service Provider Undertakings Article 4

The Service Provider undertakes to:

1. perform the subject Service in a qualitative and professional manner in accordance with the Bid and the Terms of Reference, all applicable regulations of Montenegro, taking into account the interests of the Contracting Authority;
2. commission the Expert Team to execute the subject of the Contract, in accordance with its Bid no. 01-2369/14 dated 10 December 2014. The Service Provider

ne dobije prethodnu pisanu saglasnost Naručioca, u suprotnom će Naručilac imati pravo raskida ovog Ugovora.

3. redovno dostavljati Naručiocu mjesečne izvještaje o izvršenoj Usluzi, na osnovu kojih će se vršiti plaćanje Ugovorene cijene iz člana 2 Ugovora.
4. prihvatiti sve sugestije, komentare i uočene nedostatke na koje ukaže Naručilac u toku realizacije Usluge;
5. blagovremeno, u roku od 3 a najkasnije u roku od 5 radnih dana dana prijema poziva, odgovorati na upite Ministarstva o realizaciji predmeta Ugovora.

Obaveze Naručioca Član 5

Naručilac se obavezuje da na zahtjev Izvršioca obezbijedi razjašnjenja pojedinih detalja iz Projektnog zadatka kao i da prije i u toku postupka realizacije Usluge stavi na raspolaganje Izvršiocu sve raspoložive informacije potrebne ili neophodne za kvalitetnu realizaciju Usluge.

Garancija za dobro izvršenje ugovora Član 6

Izvršilac se obavezuje da će Naručiocu u roku od 15 dana od dana zaključenja ovog Ugovora predati neopozivu, безусловnu i naplativu na prvi poziv garanciju banke za dobro izvršenje Ugovora na iznos 10 % od Ugovorene cijene.

shall not change the members of the Expert Team, without the previous written consent of the Contracting Authority, otherwise the Contracting Authority shall have the right to terminate this Contract;

3. regularly submit to the Contracting Authority monthly reports on the provided Service, based on which the payment of the Contracted Price referred to in Article 2 of this Contract shall be paid.
4. accept any suggestions, comments and identified flaws pointed out by the Contracting Authority during the delivery of the Service;
5. timely, within 3 and not later than 5 working days after the receipt of the request, respond to the queries of the Ministry regarding the execution of the subject of the Contract.

Contracting Authority Undertakings Article 5

The Contracting Authority undertakes to provide clarification of specific details from the Terms of Reference upon request of the Service Provider, as well as to provide to the Service Provider any available information necessary or required for the quality delivery of the Service, before and during the implementation process of the Service.

Performance Bond Article 6

The Service Provider undertakes to submit to the Contracting Authority within 15 days following the signing of this Contract an irrevocable and unconditional bank guarantee payable at first call, to secure good execution of the Contract, in the amount of 10% of the Contracted Price.

Rok važenja bankarske garancije iz stava 1 ovog člana će biti identičan roku trajanja ugovora definisanog članom 3 ovog Ugovora (12 mjeseci).

Naručilac može aktivirati bankarsku garanciju iz stava 1 ovog člana u svakom momentu kada nastupi neki od razloga za raskid Ugovora definisanih članom 9 Ugovora.

Povjerljivost podataka Član 7

Izvršilac se obavezuje da podatke koje je dobio od Naručioca, ili do kojih je došao prilikom vršenja predmetnog posla, čuva trajno kao poverljive u toku trajanja ovog Ugovora, a može ih koristiti samo za svrhe za koje je pribavio pisanu saglasnost Naručioca. Izvršilac i zaposleni kod Izvršioca se obavezuje da neće otkriti zaštićene i poverljive informacije koje se odnose na Uslugu ili Ugovor, bez prethodne pisane saglasnosti Naručioca.

Konflikt interesa Član 8

Izvršilac u toku pružanja Usluga i trajanja ovog Ugovora ne smije biti u konfliktu interesa na način da pruža usluge i savjete kompanijama koje su dostavile ponudu po Javnom pozivu za dostavljanje ponuda za dodjelu Ugovora o koncesiji za proizvodnju ugljovodonika u podmorju Crne Gore, objavljenom od strane Vlade Crne Gore - Ministarstva ekonomije 7. avgusta 2013.godine, ili sa njima povezanim kompanijama i pojedincima.

The validity term of the bank guarantee referred to in paragraph 1 of this Article shall be identical to the term of the Contract specified in Article 3 of this Contract (12 months).

The Contracting Authority may call the bank guarantee referred to in paragraph 1 of this Article at any moment when the reasons for the termination of the Contract specified in Article 9 of the Contract arise.

Data Confidentiality Article 7

The Service Provider is obliged to keep data obtained from the Contracting Authority or acquired in the implementation of the subject work permanently confidential, for the duration of this Contract and may use them only for the purposes where the written consent of the Contracting Authority is obtained. The Service Provider and employees of the Service Provider are obliged not to disclose protected and confidential information related to the Service or the Contract without the previous written consent of the Contracting Authority.

Conflict of Interest Article 8

In the course of providing the Service and duration of this Contract, the Service Provider must not create conflict of interest by providing services and/or counselling to any companies that have submitted bids in respect to the Public Invitation for submission of bids for awarding the Hydrocarbons Production Concession Contract in the offshore of Montenegro, announced by the Government of Montenegro - Ministry of Economy on 7 August 2013, or their related companies or individuals.

Član 9

Naručilac može raskinuti ovaj Ugovor pisanim obavještenjem upućenim Izvršiocu, u sljedećim slučajevima:

1. Izvršilac ne izvršava ili odbije da izvrši ugovorene obaveze na način definisan ovim Ugovorom i Projektnim zadatkom;
2. Izvršilac promijeni sastav Stručnog tima bez prethodne saglasnosti Naručioca;
3. Naručilac ustanovi da kvalitet pruženih usluga ili način na koje se pružaju, odstupa od traženog, odnosno ponuđenog kvaliteta iz ponude Izvršioca.

Prije upućivanja pisanog obavještenja iz stava 1 ovog člana, Naručilac je dužan da Izvršiocu da otkazni rok u trajanju od 30 dana, u cilju ispravke povreda Ugovora. Ukoliko u ostavljenom roku Izvršilac ne ukloni uočene nedostatke, Naručilac će raskinuti Ugovor.

Izvršilac može raskinuti ovaj Ugovor u slučaju da Naručilac ne izvrši plaćanje Ugovorene cijene na način definisan članom 2 ovog Ugovora. Prije raskida Ugovora, Izvršilac će dati Naručiocu rok od 30 dana u cilju da ukloni uočene nedostatke.

Član 10

Za sve što nije izričito predviđeno ovim Ugovorom primjenjivaće se odredbe Zakona o obligacionim odnosima i odredbe drugih važećih propisa Crne Gore

Article 9

The Contracting Authority may terminate this Contract by written notice addressed to the Service Provider in the following cases:

1. if the Service Provider fails to execute or refuses to execute the contracted obligations in the way defined in this Contract and Terms of Reference ;
2. if the Service Provider changes the composition of the Expert Team without prior consent of the Contracting Authority;
3. if the Contracting Authority establishes that the quality of provided services or the manner in which they are provided deviates from the demanded quality i.e. the quality offered in the Bid of the Service Provider.

Before sending the written notice referred to in paragraph 1 of this Article, the Contracting Authority shall give to the Service Provider notice period of 30 days, in order to provide corrections of breaches of the Contract. If the Service Provider fails to correct violations within the specified deadline, the Contracting Authority shall terminate the Contract.

The Service Provider may terminate this Contract in case that the Contracting Authority fails to pay the Contracted Price in the way defined in Article 2 of this Contract. Before termination of the Contract, the Service Provider shall give to the Contracting Authority notice period of 30 days, in order to provide corrections of noted breaches.

Article 10

Anything that is not expressly envisaged in this Contract shall be subject to the application of the provisions of the Law on Obligations and the provisions of other

koji uređuju odnose koji su predmet ovog Ugovora.

Član 11

Naručilac i Izvršilac će se u roku od 2 (dva) radna dana od dana potpisivanja Ugovora, u pisanoj formi uzajamno informisati o ovlašćenim predstavnicima ugovornih Strana zaduženim za praćenje realizacije Usluge.

Jezik Ugovora Član 12

Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku.

U slučaju nesaglasnosti između verzije na crnogorskom i engleskom jeziku, mjerodavna će biti verzija na crnogorskom jeziku.

Rješavanje sporova Član 13

Za slučaj eventualnog spora po ovom Ugovoru, ukoliko ga Strane ne riješe sporazumno, isti će se rješavati pred nadležnim sudom u Podgorici.

Komunikacija Član 14

Sva obavještenja i druge komunikacije u vezi ovog Ugovora moraju biti pismena i poslata lično ili putem faksa ili preporučene pošte sa prijemom na sljedećoj adresi:

Za Naručioca:

Ime i prezime
Vladan Dubljević

applicable legislation of Montenegro governing the relations that the subject of this Contract.

Article 11

The Contracting Authority and the Service Provider shall inform each other in writing of authorized representatives of the Parties to the Contract assigned to monitor the delivery of the Service, within 2 (two) working days after the signing date of the Contract.

Contract Language Article 12

This Contract is made in Montenegrin and English language.

In case of discrepancies between the version in Montenegrin and the version in English language, the version in Montenegrin language shall prevail.

Dispute Settlement Article 13

In the case that any dispute under this Contract cannot be settled amicably by the Parties to the Contract, such dispute shall be settled before the competent court in Podgorica.

Correspondence Article 14

All notifications and other correspondence in relation to this Contract shall be in writing and serviced personally, or via fax or by certified mail to the following address:

for the Contracting Authority:

Full name:
Vladan Dubljević

Ministarstvo ekonomije Crne Gore

Adresa prijema:
Rimski trg 46, 81000 Podgorica
Fax: +38220282300
Email: vladan.dubljevic@mek.gov.me

Za Izvršioca:
Ime i prezime:
Bjørn Erik Leerberg
Advokatfirmaet Simonsen
Vogt Wiig AS
Adresa prijema: Filipstad
Brygge 1, P.O. Box 2043
Vika, NO -0125
Oslo, Norveška
Fax: +4721955501
Email: bel@svw.no

ili na nekoj drugoj adresi o kojoj je pismeno obaviještena Strana pošiljalac od Strane čija je gore pomenuta adresa promijenjena prije nego što je obavještenje ili komunikacija poslata toj Strani.

Prilozi Ugovora Član 15

Ugovorne strane su saglasne da sastavni dio ovog Ugovora čine:

1. Poziv za pružanje konsultanstkkih usluga broj 01-6285/7 od 14. 11. 2014. godine;
2. Tenderska dokumentacija 01-6285/8 od 14. 11. 2014. godine;
3. Projektni zadatak iz Tenderske dokumentacije broj 01-6285/8 od 14. 11. 2014. godine;
4. Ponuda Izvršioca, br. 01-2369/14 od 10. 12. 2014. godine;
5. Odluka o izboru najpovoljnije ponude broj 01-2369/21 od 23. 12. 2014. godine;
6. Garancija za dobro izvršenje ugovora.

Ministry of Economy of
Montenegro
Mailing address:
Rimski trg 46, 81000 Podgorica
Fax: +38220482300
Email:
vladan.dubljevic@mek.gov.me

for the Service Provider:
Full name:
Bjørn Erik Leerberg
Advokatfirmaet Simonsen
Vogt Wiig AS
Mailing address: Filipstad
Brygge 1, P.O. Box 2043
Vika, NO -0125 Oslo, Norway
Fax: +4721955501
Email: bel@svw.no

or to any other address as the sending party may be informed by the party whose above specified address has been changed before any such notification or correspondence was delivered.

Schedules to the Contract Article 15


The Parties to the Contract agree that the following make an integrated part of this Contract:

1. Invitation to provision of consulting services no. 01-6285/7 from 14 November 2014;
2. Tender Documents no. 01-6285/8 from 14 November 2014;
3. Terms of Reference from Tender Documents no. 01-6285/8 from 14 November 2014;
4. Service Provider's Bid, no. 01-2369/14 from 10 December 2014;
5. Decision on the award of the most economically favourable bid no. 01-2369/21 from 23 December 2014;
6. Performance Bond.

**Stupanje na snagu
Član 16**

Ugovor stupa na snagu danom zaključivanja i sačinjen je u 4 (četiri) istovjetna primjerka od kojih se, nakon potpisivanja, po 2 primjerka dostavljaju Izvršiocu i Naručiocu.

ZA NARUČIOCA



Dr Vladimir Kavarić, ministar

ZA IZVRŠIOCA



Bjørn - Erik Leerberg, advokat/partner

**Entry into Force
Article 16**

This Contract shall enter into force on the day of its signing. It shall be made in 4 (four) identical counterparts of which, after having been signed, two counterparts shall be delivered to the Service Provider and two to the Contracting Authority.

FOR CONTRACTING AUTHORITY



Vladimir Kavarić, Ph.D., Minister

FOR SERVICE PROVIDER



Bjørn-Erik Leerberg, advokat/partner