

Društvo sa ograničenom odgovornošću
"Otpadne vode"
Broj 1362
Budva, 26.08. 2024 g.

NORDIC WATER

A Sulzer Brand
Nordic Water Products AB
Alfagatan 5
SE-431 49 Mölndal, Sweden

CONTRACT ON THE PURCHASE OF GOODS

This contract is concluded between:

04.09.2024
556399-8540 / R22249
SO

Client: "Otpadne vode" d.o.o. with its registered office at Budva, Omladinskih brigada bb, TIN: 03304388, account number: 530-54275-51 at NLB banka AD Podgorica, represented by Milivoje Radulović, the executive director (hereinafter: the Client) and

Supplier: Nordic Water Products AB, with registered office at Mölndal, Sweden, Alfagatan 5, TIN: SE556399854001, IBAN: SE879040000090401417990, SWIFT code: CITISESX, at Citi Commercial Bank, represented by Susanne Appell, product support manager (hereinafter: the Supplier)

BASIS OF CONTRACT:

Request for submission of offers for simple procurement of goods - **procurement of spare parts for the Meva device (DS – 21 – 130 – 5 1.4301) with included transport**, number: 1296 as of 12/08/2024.

Supplier's offer Nordic Water Products AB number: 1297 as of 12/08/2024.

I THE SUBJECT OF THE CONTRACT

Article 1

The subject of this contract is the procurement of goods - **the procurement of spare parts for the Meva device (DS – 21 – 130 – 5 1.4301) with included transport**, according to the Request for submission of offers for simple procurement number: 1296 as of 12/08/2024, the Supplier's offer with specification number: 1297 as of 12/08/2024.

II PRICE AND METHOD OF PAYMENT

Article 2

~~The value of the goods, according to the accepted price of the offer number: 1297 as of 12/08/2024 is €4,782.50 excluding VAT.~~

VAT: €0.00.

The total price from paragraph 1 of this article includes the costs of purchasing and delivering the equipment to the Client's registered office.

Article 3

The Client undertakes to pay the value of the goods under this contract to the supplier in advance according to the following instructions - IBAN: SE879040000090401417990, SWIFT code: CITISESX, at Citi Commercial Bank



III TERM AND PLACE OF PERFORMANCE

Article 4

The supplier undertakes to make the agreed delivery within 3 weeks after the advance payment, and everything according to the accepted offer.

The date of delivery of the goods is the date of signing the minutes - the delivery note on the quantitative and qualitative receipt of the goods, after checking the completeness and functionality, which should be performed by an authorized person of the Client, at the Client's location.

Article 5

The place of the execution of the contract: Registered office of the Employer, at the address Omladinskih brigada bb, Bečići, 85310 Budva.

IV DELIVERY

Article 6

Adequate delivery is considered to have been made when the authorized persons of the Client at the place of delivery receive the goods, which is confirmed by the Delivery Note.

If it is determined in the minutes that the goods delivered by the Supplier do not correspond to the required quality level, the Client shall make a complaint in writing and deliver instructions to the Supplier for quality control. The Supplier must deliver new goods of appropriate quality to the Client within 30 days from the date of drawing up the Complaints Report.

V TERMINATION OF THE CONTRACT

Article 7

The agree that the termination of this contract may occur if the Supplier does not fulfil its obligations within the time limits and in the manner provided for in the contract and when the Client establishes that the quality of the goods that are the subject of this contract or the manner in which they are delivered deviates from the requested, i.e. from the offered quality from the Supplier's offer.

The client is obliged to inform the supplier in writing in the event of any omissions in the performance of the work and to jointly ascertain the cause and scope of the observed omissions in the delivery of the subject goods in a Report.



If the Supplier, despite being warned by the Client, does not deliver the subject goods within the time limits and in the manner stipulated in the contract, the Client has the right to terminate the contract.

VI WARRANTY

Article 8

The Supplier guarantees the quality of the delivered goods and undertakes to replace the goods without delay, at its own expense, which is not the result of improper handling by the Client.

The warranty for the goods is 12 months from the day of the delivery of the goods.

The Client is obliged to report any problem in quality and quantity in writing to the supplier (via the fax system or electronically, via an e-mail message) immediately after its occurrence. Complaints can be filed exclusively by an authorized representative of the Client or several of them, provided that the Client informs the Supplier in writing of the names of the authorized representatives in a timely manner.

After eliminating the defects, the Supplier is obliged to deliver the goods to the Client's location.

VII ASSUMING RIGHTS AND OBLIGATIONS

Article 9

If during the validity of this contract there are any changes in the name or other status changes of the parties, then all the rights and obligations of the party where such a change occurs, will be transferred to its legal successor.

VIII APPLICABLE REGULATIONS

Article 10

For everything that is not provided for in this contract, the provisions of the Law on Obligations and other positive regulations are applied and as per Orgalime S2012.

IX JURISDICTION

Article 11

The parties agree to resolve any disputes regarding this contract by mutual agreement. Any disputes arising in connection with this Contract will be resolved by the competent court.

X ANTI-CORRUPTION CLAUSE



Article 12

A contract on simple procurement that was concluded in violation of the anti-corruption rule is void (anti-corruption clause), within the meaning of Article 25 paragraph 4 of the Regulations on the manner of implementation of simple procurement ("Official Gazette of Montenegro", no. 016/23, 020/23, 036/23, 114/23 and 049/24).

XI COPIES OF CONTRACT

Article 13

This contract was concluded and signed by the authorized legal representatives of the parties to the contract and was made in 4 (four) identical copies, out of which 2 (two) copies for the Client and the Supplier.

CLIENT

Milivoje Radulović
Executive Director



SUPPLIER

Susanne Appell
Product Support Manager

A handwritten signature in blue ink, appearing to read "Susanne Appell", written over a horizontal line.

NORDIC WATER

A Sulzer Brand
Nordic Water Products AB
Alfagatan 5
SE-431 49 Mölndal, Sweden



TUMAČ – INTERPRETER/TRANSLATOR
Branislav Pantović

za engleski jezik, postavljen u Crnoj Gori, Rješenjem ministra pravde
Cene Gore, broj: UPI-05-109/22-517-1 od 9. maja 2022. godine, na
vrijeme od pet godina, potvrđuje da je prevod vjeran originalu.

for the English language, appointed in Montenegro by the Decision
Minister of Justice of Montenegro, number: UPI-05-109/22-517-1
of 9 May 2022, for the period of five years, hereby certifies that this
translation is true to the original.

Troškovi prevoda iznose (Translation fee) _____ €

U (in) Budva, dana (date) 26/08/2024

Pečat (stamp) _____

Potpis (signature) _____

UGOVOR O NABAVCI ROBE

Ovaj ugovor zaključen je između:

Naručioca: „Otpadne vode” d.o.o. sa sjedištem u Budvi, ulica Omladinskih brigada bb, PIB: 03304388, Broj računa: 530-54275-51 kod NLB banke AD Podgorica, koga zastupa Milivoje Radulović, izvršni direktor (u daljem tekstu: Naručilac)

i

Ponuđača: „Nordic Water Products AB”, sa sjedištem u Mölndal, Švedska, ulica Alfagatan 5, PIB: SE556399854001, IBAN: SE879040000090401417990, SWIFT code: CITISESX, kod Citi Commercial banke, koga zastupa Susanne Appell, menadžer podrške za proizvode (u daljem tekstu: Dobavljač)

OSNOV UGOVORA:

Zahtjev za dostavljanje ponuda za jednostavnu nabavku robe - **nabavka zamjenskih djelova za Meva uređaj (DS – 21 – 130 – 5 1.4301) sa uračunatim transportom**, broj: 1296 od dana 12.08.2024. godine.

Ponuda Dobavljača **Nordic Water Products AB** broj: 1297 od dana 12.08.2024. godine.

I PREDMET UGOVORA

Član 1

Predmet ovog ugovora je nabavka robe - **nabavka zamjenskih djelova za Meva uređaj (DS – 21 – 130 – 5 1.4301) sa uračunatim transportom**, prema Zahtjevu za dostavljanje ponuda za jednostavnu nabavku broj: 1296 od 12.08.2024. godine, ponudi Dobavljača sa specifikacijom broj: 1297 od dana 12.08.2024. godine.

II CIJENA I NAČIN PLAĆANJA

Član 2

Vrijednost robe, prema prihvaćenoj cijeni ponude broj: 1297 od 12.08.2024. godine, iznosi **4.782,50 €** bez uračunatog PDV-a.

PDV: 0,00 €.

U ukupnu cijenu iz stava 1 ovog člana uračunati su troškovi nabavke i isporuke opreme do sjedišta Naručioca.

Član 3

Naručilac se obavezuje da vrijednost robe po ovom ugovoru plati Dobavljaču avansno prema sledećim instrukcijama - IBAN: SE879040000090401417990, SWIFT code: CITISESX, kod Citi Commercial banke.

III ROK I MJESTO IZVRŠENJA

Član 4

Dobavljač se obavezuje da ugovorenu isporuku izvrši u roku od 3 nedjelje nakon uplate avansa, a sve prema prihvaćenoj ponudi.

Datum isporuke robe je datum potpisivanja zapisnika - otpremnice o kvantitativnom i kvalitativnom prijemu robe, nakon provjere kompletnosti i funkcionalnosti koju treba da izvrši ovlašćeno lice Naručioca, na lokaciji Naručioca.

Član 5

Mjesto izvršenja ugovora: Sjedište Naručioca, na adresi Omladinskih brigada bb, Bečići, 85310 Budva.

IV PRIMOPREDAJA

Član 6

Smatra se da je izvršena adekvatna isporuka kada ovlašćena lica Naručioca na mjestu isporuke izvrše prijem robe, što se potvrđuje Otpremnicom.

Ako se zapisnički utvrdi da roba koju je Dobavljač isporučio ne odgovara zahtjevanom kvalitetu, Naručilac će izvršiti reklamaciju pismenim putem i dostaviti instrukcije Dobavljaču za reklamaciju robe. Dobavljač mora Naručiocu dostaviti novu robu odgovarajućeg kvaliteta, u roku od 30 dana od dana sačinjavanja Zapisnika o reklamaciji.

V RASKID UGOVORA

Član 7

Ugovorne strane su saglasne da do raskida ovog ugovora može doći ako Dobavljač ne bude izvršavao svoje obaveze u rokovima i na način predviđen ugovorom i kada Naručilac ustanovi da kvalitet robe koja je predmet ovog ugovora ili način na koji se isporučuje, odstupa od traženog, odnosno ponuđenog kvaliteta iz ponude Dobavljača.

Naručilac je obavezan da u slučaju uočavanja propusta u obavljanju posla pisanim putem pozove Dobavljača i da putem Zapisnika zajednički konstatuju uzrok i obim uočenih propusta u isporuci predmetne robe.

Ukoliko Dobavljač i pored upozoravanja od strane Naručioca ne isporuči predmetnu robu u rokovima i na način predviđen ugovorom Naručilac ima pravo da raskine ugovor.

VI GARANCIJA

Član 8

Dobavljač garantuje kvalitet isporučene robe i obavezuje se da bez odlaganja, o svom trošku, izvrši zamjenu robe, koja nije posledica nepravilnog rukovanja Naručioca.

Garancija na robu je 12 mjeseci od dana isporuke robe.

Naručilac je u obavezi da svaki problem u kvalitetu i kvantitetu pisano prijavi Dobavljaču (putem fax sistema ili elektronski, putem e-mail poruke) odmah po njenom nastanku. Prijavu reklamacije može da vrši isključivo ovlašćeni predstavnik Naručioca ili više njih, pod uslovom da Naručilac blagovremeno pisano informiše Dobavljača o imenima ovlašćenih predstavnika.

Nakon otklanjanja nedostataka, Dobavljač je dužan da preda robu na lokaciju Naručioca.

VII PREUZIMANJE PRAVA I OBAVEZA

Član 9

Ukoliko u toku važnosti ovog ugovora dođe do bilo kakvih promjena u nazivu ili drugim statusnim promjenama ugovornih strana, tada će sva prava i obaveze ugovorne strane kod koje dođe do takve promjene, preći na njenog pravnog sljedbenika.

VIII PRIMJENA PROPISA

Član 10

Za sve što nije predviđeno ovim ugovorom primjenjuju se odredbe Zakona o obligacionim odnosima i drugih pozitivnih propisa, i prema Orgalime S2012.

IX SUDSKA NADLEŽNOST

Član 11

Ugovorne strane su saglasne da eventualne sporove povodom ovog ugovora rješavaju sporazumom. Sve sporove koji nastanu u vezi ovoga Ugovora rješavaće nadležni sud.

X ANTIKORUPCIJSKA KLAUZULA

Član 12

Ugovor o jednostavnoj nabavci koji je zaključen uz kršenje antikorupcijskog pravila ništav je (antikorupcijska klauzula), u smislu člana 25 stav 4 Pravilnika o načinu sprovođenja jednostavnih nabavki („Službeni list Crne Gore”, br. 016/23, 020/23, 036/23, 114/23 i 049/24).

XI PRIMJERC I UGOVORA

Član 13

Ovaj ugovor je zaključen i potpisan od ovlašćenih zakonskih zastupnika strana ugovora i sačinjen je u 4 (četiri) istovjetna primjerka, od kojih po 2 (dva) primjerka za Naručioca i Dobavljača.

NARUČILAC
Milivoje Radulović,
izvršni direktor

DOBAVLJAČ
Susanne Appell
menadžer podrške za proizvode