PLAZMA TEHNIKA d.o.o., Zona male privrede 12, 52216 Galižana, OIB: 29406529761, broj telefona: +385 52 522 327, broj faksa: +385 52 535 049, e-mail: plazmatehnika@gmail.com, zastupan od strane direktora Davida Medice (u daljnjem tekstu Naručitelj)

i

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (tvrtka), \_\_\_\_\_\_\_\_\_\_ (adresa), \_\_\_\_\_\_\_\_\_ (mjesto), OIB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, broj telefona: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, broj faksa: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, zastupan od strane \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (u daljnjem tekstu Izvršitelj) sklapaju:

**Ugovor o nabavi roba – Grupa 1 Dizalica**

Predmet Ugovora

Članak 1.

Predmet nabave je Dizalica, sukladno tehničkim specifikacijama opisanim u Dokumentaciji za nadmetanje. Predmet nabave uključuje isporuku na lokaciji Naručitelja, usluge instalacije i puštanja u probni rad.

Stranke suglasno utvrđuju da je za nabavu robe iz stavka 1. ovog članka provedeno javno nadmetanje te da je Odlukom o odabiru od dana ­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ odabrana ponuda \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Izvršitelja) za Grupu 1 predmeta nabave „Dizalica“.

Obveze Izvršitelja

Članak 2.

Izvršitelj potpisom ovog Ugovora potvrđuje da je upoznat sa svim elementima potrebnim za izvršenje Ugovora te se obvezuje sukladno pozitivnim propisima i pravilima struke izvršiti isporuku na lokaciji Naručitelja te instalaciju i puštanje u probni rad.

Izvršitelj se obvezuje isporučiti robu u količini i kvaliteti određenoj u ponudi Izvršitelja temeljem koje je Izvršitelj odabran kao najpovoljniji Ponuditelj u provedenom postupku javnog nadmetanja. Ponuda Izvršitelja je sastavni dio ovog Ugovora.

Izvršitelj se obvezuje pravodobno, a najkasnije 24 sata prije, najaviti svoj dolazak kako bi Naručitelj mogao osigurati nesmetan pristup Izvršitelju u prostorije u kojima će oprema biti isporučena.

Obveze Naručitelja

Članak 3.

Naručitelj se obvezuje omogućiti Izvršitelju ulazak u prostorije u koje će se roba instalirati te se obvezuje osigurati prihvat robe u dogovorenom terminu.

Cijena robe

Članak 4.

Cijena robe (Dizalice) po ovom Ugovoru je nepromjenjiva i iznosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR bez PDV-a ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK bez PDV-a prema srednjem tečaju HNB na dan otvaranja ponuda. PDV iznosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK prema srednjem tečaju HNB na dan otvaranja ponuda.

Ukupna cijena s PDV-om iznosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK prema srednjem tečaju HNB na dan otvaranja ponuda.

Naručitelj se obvezuje izvršiti isplatu cijene robe u iznosu od \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK iz stavka 1. ovog članka u roku kako je navedeno:

* avans od 20% nakon potpisa ugovora u iznosu od \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK
* 80% u roku od 30 dana od ispostave konačne fakture u iznosu od \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR ili \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK

doznakom na žiroračun Izvršitelja IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ koji se vodi kod \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Rok isporuke

Članak 5.

Izvršitelj je dužan isporučiti robu nakon sklapanja Ugovora, a rok isporuke se računa od prvog sljedećeg dana od dana sklapanja Ugovora.

Rok isporuke je \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dana.

Primopredaja robe

Članak 6.

Roba koja je predmet ovog Ugovora smatra se uredno isporučenom kada je dostavljena i unesena u prostorije Naručitelja, instalirana i puštena u probni rad, a što potvrđuju Naručitelja i Izvršitelj potpisom Zapisnika o primopredaji robe. Zapisnik sadrži sva opažanja i usuglašavanje tijekom isporuke, instalacije te puštanja u pogon.

Ugovorna kazna

Članak 7.

Ako dobavljač ne izvrši Ugovor u ugovorenom roku, Naručitelj će bez štete po svoja ostala prava iz Ugovora naplatiti ugovornu kaznu od 0,3% za svaki dan zakašnjenja, a do najviše 10% od ugovorene cijene bez PDV-a iz članka 4. ovog Ugovora.

Jamstveni rok

Članak 8.

Jamstveni rok na opremu koja je predmet ovog Ugovora sukladan je dostavljenoj ponudi temeljem koje se izvršio odabir Izvršitelja, a počinje teći od dana uspješne primopredaje robe iz članka 6.

Jamstveni rok iznosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_ mjeseci.

Raskid Ugovora

Članak 9.

Kad isporučena roba ima takav nedostatak koji čini robu neupotrebljivom ili je isporučena roba u suprotnosti s uvjetima ovog Ugovora, Naručitelj može, uz prethodno pismeno traženje uklanjanja nedostataka u primjerenom roku, raskinuti ovaj Ugovor i tražiti naknadu štete.

Naručitelj ima pravo raskinuti ovaj ugovor u sljedećim slučajevima:

* ako Izvršitelj prekorači ugovorene rokove, a do zakašnjenja nije došlo iz razloga nastupa izvanrednih događaja.
* ako se Izvršitelj u procesu isporuke, instalacije i puštanja u probni rad ne pridržava uvjeta iz Ugovora.

Izvršitelj može raskinuti ovaj Ugovor ako dođe u situaciju da ne može isporučiti ugovorenu robu.

U slučaju raskida Ugovora Naručitelj može od Izvršitelja potraživati povrat uplaćenih sredstava te može tražiti naknadu pretrpljene štete.

Ovaj Ugovor se raskida pisanom izjavom koja se dostavlja drugoj ugovornoj strani na dokaziv način (preporučena pošiljka, e-mailom uz potvrdu primitka, uručenjem i sl.).

Članak 10.

Ugovorne strane će sve eventualne sporove po ovom Ugovoru riješiti sporazumno, a ako to nije moguće, eventualne sporove rješavat će nadležni sud.

Na ovaj Ugovor primjenjuje se isključivo hrvatsko pravo i hrvatski jezik.

Članak 11.

Smatra se da je ovaj Ugovor sklopljen i stupa na snagu onog dana kad ga potpišu obje ugovorne strane.

Članak 12.

Ovaj Ugovor sastavljen je u četiri (4) istovjetna primjerka, po dva (2) za svaku ugovornu stranu.

U Puli, dana \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ godine.

 Naručitelj: Izvršitelj

 PLAZMA TEHNIKA d.o.o. \_\_\_\_\_\_\_\_\_\_\_\_

 David Medica, direktor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLAZMA TEHNIKA d.o.o., Zona male privrede 12, 52216 Galižana, VAT: 29406529761, telephone number: +385 52 522 327, fax: +385 52 535 049, e-mail: plazmatehnika@gmail.com, represented by the director Davida Medica (hereafter referred to as the „Contracting authority“)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company), \_\_\_\_\_\_\_\_\_\_ (address), \_\_\_\_\_\_\_\_\_ (place), VAT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter Executor) are making a:

**Contract for procurement of goods – Group 1 Crane**

Subject of the Contract

Article 1.

The subject of the procurement is a Crane, in accordance with the technical specifications described in the Tender documentation. The subject of the procurement includes delivery to the Contracting authority's location, installation, and commissioning.

The Parties agree that for the procurement of the good referred to in paragraph 1 of this Article, a public tender procedure was carried out and that by the Selection decision on the day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the selected offer is one from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Executor) for Group 1 of the procurement subject „Crane“.

Obligations of the Executor

Article 2.

The Executor, by signing this Contract, confirms that he is acquainted with all the elements necessary for the execution of the Contract and that he commits himself, in accordance with the applicable regulations and the rules of the profession, to make the delivery at the Contracting authority's location and make installation and commissioning.

The Executor is obliged to deliver the good in quantity and quality specified in the Executor's offer on the basis of which the Executor has been selected as the most advantageous Offerer in the public tender procedure. The Offerer's offer is an integral part of this Contract.

The Executor commits himself in a timely manner and no later than 24 hours before, to announce his arrival in order for the Contracting authority to ensure unimpeded access to the Executor in the premises where the equipment will be delivered and installed.

Obligations of the Contracting authority

Article 3.

The Contracting authority commits himself to allow the Executor to enter the premises in which the good will be installed and to ensure acceptance of the good in the agreed terms.

Price of good

Article 4.

The price of good (Crane) under this Agreement is unchanged and amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR without VAT or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK without VAT at the midpoint exchange rate of the CNB on the day of the opening of the offers. VAT is \_\_\_\_\_\_\_\_\_\_\_ EUR or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK at the middle exchange rate of the CNB on the day of the opening of the offers.

The total price with VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK at the middle exchange rate of the CNB on the day of the opening of the offers.

The Contracting authority commits himself to pay the price of the good in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK from paragraph 1 of this Article within the time specified:

- advance of 20% after signing the contract in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK

- 80% within 30 days of delivery of the final invoice in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HRK

by transfering the payment to IBAN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ held at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Delivery deadline

Article 5.

The Executor is required to deliver the good after the signing of the Contract, and the delivery deadline is counted from the first following day from the day of signing the Contract.

Delivery deadline is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days.

Delivery of good

Article 6.

Good that is the subject of this Contract shall be considered to be duly delivered when the good is delivered and brought into the Contracting authority's premises, installed and commissioned, and confirmed by the Contracting authority and the Executor by signing the Record on the handover of good. The Record contains all observations and harmonization during delivery, installation and commissioning.

Contract punishment

Article 7.

If the Executor fails to execute the Contract within the agreed deadline, the Contracting authority shall be liable to a contractual fine of 0,3% for each day of delay, up to a maximum of 10% of the contracted VAT-free price referred to in Article 4 of this Contract.

Warranty period

Article 8.

The warranty period for the good that are the subject of this Contract is in accordance with the submitted offer on the basis of which the Executor's selection has been made, and begins to run from the date of successful handover of the good referred to in Article 6.

The warranty period is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ months.

Breach of Contract

Article 9.

When delivered good has such a disadvantage that makes the good unusable or good delivered in contravention of the terms of this Agreement, the Contracting authority may, by prior written request for the removal of the deficiencies within the reasonable time, terminate this Agreement and seek compensation for damages.

The Contracting authority has the right to terminate this Contract in the following cases:

• If the Executor exceeds the agreed deadlines, and delays did not occurred due to the reasons of extraordinary events.

• If the Executor in the process of delivering, installing and commissioning does not comply with the terms of the Contract.

The Executor may terminate this Agreement if it comes to the situation that Executor can not deliver the contracted good.

In the event of termination of the Contract, the Contracting authority may demand from the Executor the repayment of the funds paid and may seek compensation for the damage suffered.

This Agreement is terminated by a written statement which is delivered to the other Contracting Party in a provisional manner (a registered shipment, e-mail with acknowledgment of receipt, personal delivery, etc.).

Article 10.

The Contracting Parties shall resolve all possible disputes under this Contract by agreement and, if this is not possible, any disputes shall be settled by the competent court.

Exclusively Croatian law and Croatian language applies on this Contract.

Article 11.

This Contract shall be deemed to have entered into force and shall enter into force on the date on which it is signed by both Contracting Parties.

Article 12.

This Agreement is drawn up in four (4) identical copies, two (2) for each Contracting Party.

In Pula, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ year.

 Contracting authority: Executor

    PLAZMA TEHNIKA d.o.o. \_\_\_\_\_\_\_\_\_\_\_\_

    David Medica, Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_