

Case no. 18/21437


102185 TIN MKD - DTM storage and distribution -

Capacity for storage and distribution – Software Development

AGREEMENT № 18/21387 - X

on

**THE DELIVERY OF A TECHNICAL SOLUTION FOR
DISTRUBUTION OF ELECTRONIC TERRAIN DATA AT THE
AGENCY FOR REAL ESTATE CADASTRE, FYR MACEDONIA**

 Kartverket	Statens kartverk - Norwegian Mapping Authority	Status:
	Project no/name: Doc. name: CONTRACT SK/AREC - Contractor 20180628_Tender notice SWD_Annex 3_Draft contract for info.docx	Page: 2 of 8 Version: Date: 28.06.2018

**An agreement governing
the delivery a technical solution for distribution of electronic terrain data at the
Agency for Real Estate Cadastre, FYR Macedonia**

has been concluded by:

<Contractor>

and

Norwegian Mapping Authority (SK) and Agency for Real Estate Cadastre (AREC)

This Agreement is written in the English language three valid originals and shall become effective upon the date of signing and shall be in full force until the Work and all obligations have been fulfilled.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in three originals of which SK, AREC, and **the Contractor** have taken one each.

Place and date:

Oslo

" ____ " _____ 2018

Skopje

Draft

" ____ " _____ 2018

<Place>

" ____ " _____ 2018

SK

Helge Onsrud

AREC

Boris Tundzev

<Contractor>

<Name Surname>

Director

Director

<Position>



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1 PARTIES

This Agreement is made between Statens kartverk – Norwegian Mapping Authority, hereinafter referred to as SK and the Agency for Real Estate Cadastre of FYR Macedonia, hereinafter referred to as AREC, on the one side, and <Contractor>, hereinafter referred to as Contractor, on the other side.

AREC is the recipient and the sole owner of the project results. SK is the legally binding party on the recipient side and is responsible for all payments to the Contractor. The roles of SK and AREC respectively are further described in paragraph 8.2.

2 BACKGROUND

The Norwegian Ministry of Foreign Affairs (NMFA), on behalf of the Norwegian government, is financing a regional project targeting improvements to land administration and mapping in the Western Balkan countries.

This Agreement concerns the delivery of < >.

3 INTERPRETATION

3.1 Annexes

The Agreement consists of this Agreement and the following annexes:

1. Tender offer dated < dd.mm.yyyy > submitted by the Contractor for < >.
2. Delivery and payment plan.
3. Amendments template.

4 DOCUMENT HIERARCHY

In the event of any conflict between the provisions of the Agreement documents, they shall be given priority and interpreted in following order:

1. Subsequently agreed amendments to the Agreement.
2. The Agreement (this document).

5 THE WORK


5.1 Scope of Work

The Contractor shall within agreed amount and timeframe deliver to AREC:

< >.

5.2 Time Schedule

The delivery shall be accomplished by < >.

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5.3 Deliverables

The deliverables are described in < > (Annex X). The deliverables under this Agreement is a subject to acceptance and approval by AREC.

5.4 Warranty Period

The Warranty Period of the deliverables is described in < > (Annex X).

6 CONTACT PERSONS

6.1 Contact persons at SK

Emails to the appointed contact persons shall be used for daily communication related to the execution of the Work, if not otherwise agreed upon by the Parties.

Project owner:

Helge Onsrud, Director

Office telephone: +47 32118536; mobile: +47 91398055; e-mail: helge.onsrud@kartverket.no

Project manager:

Elena Busch, Senior Engineer

Office telephone: +47 32118512; mobile: +47 98435259; e-mail: elena.busch@kartverket.no

6.2 Contact person at the Contractor

Project owner:

Name Surname, position, telephone: + xx xxxxxxxx; e-mail: email@contractor.xx

Project manager:

Name Surname, position, telephone: + xx xxxxxxxx; e-mail: email@contractor.xx

6.3 Contact person at AREC

Project owner:

Boris Tundzev, Director of the AREC,

Telephone: + 389 2 3171668; e-mail: b.tundzev@katastar.gov.mk

Project manager:


Sasho Dimeski, State Advisor for Gravimetry and Satellite Geodesy, AREC

Telephone: + 389 2 3103083; e-mail: s.dimeski@katastar.gov.mk

7 GENERAL PROVISIONS

7.1 Language of Documents

The language of the Agreement as well as of all documents related to the execution of the project shall be English, unless otherwise stated in this Agreement or agreed between the Parties during the execution of the Work.

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7.2 Authorized Representatives

For changes or amendments of the Agreement:

- The Contractor's authorised representative shall be Director of the Contractor or his designated representative.
- The authorised representative of SK shall be the Director General or his designated representative.
- The authorised representative of AREC shall be the Director of the AREC or his designated representative.

7.3 Notices or Requests

Notices or requests are deemed to be duly given or made when they have been delivered in writing to the following addresses:

To the Contractor: **<Contractor>**
Address; att.: Name Surname; e-mail: e-mail: email@contractor.xx

To SK: **Statens kartverk**
NO-3507 Hønefoss, Norway with reference LIN12005; att.: Elena Busch;
email: post@kartverket.no with copy to elena.busch@kartverket.no

To AREC: **Agency for Real Estate Cadastre**
Trifun Hadzi Janev No.4, 1000 Skopje, Macedonia; att: Sasho Dimeski; e-mail: s.dimeski@katastar.gov.mk

8 LIABILITY

8.1 Role of the Contractor in the project execution

The Contractor carries full responsibility for the Work execution, including the parts of the Work outsourced to the local representative.

8.2 Role of SK and AREC in the project execution


SK and AREC co-operate on the implementation of the project based on the following distribution of roles:

SK supervises and monitors the Project. In this role, SK makes detailed project plans, execute tenders, undertake procurements, do quality control of deliveries, and undertake payments, all in close co-operation with the Macedonian beneficiary, to ensure maximum involvement and ownership.

SK has no responsibility for practical arrangements and local services in Macedonia.

A joint Steering Committee is established for the project, making all major decisions.

AREC is a beneficiary and sole owner of the project results, which will be delivered in kind.

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9 REMUNERATION

The Contractor will be paid for the Work according to the **Price offer (Annex X)**.

All goods and works shall be delivered on basis DDP (Skopje, FYR Macedonia). Delivery costs, all relevant duties and taxes including VAT and export tax are included in the Agreement amount.

The Agreement amount is **NOK <contract sum>** for the delivered and custom cleared **< >**, and 1-year warranty.

10 PAYMENT PLAN, INVOICING AND PAYMENT

The payment is due after completed delivery **according to the delivery and payment plan, Annex X**.

The following conditions shall apply:

No invoices will be paid unless the deliverables are accepted by AREC.

AREC is given 30 calendar days after the actual delivery, to review the deliverables and either to accept the deliverables or to report non-compliances to the Contractor.

Complaints shall be submitted in written form as described in paragraph 7.3 of this Agreement.

If and when the deliverables have been approved the invoicing and payments shall be made according to the following:

- Invoices (in electronic form) shall be sent to SK at elena.busch@kartverket.no with reference LIN12009; Att.: Elena Busch/50391 with a copy to AREC at s.dimeski@katastar.gov.mk
- The invoices will be normally paid within 30 calendar days after the invoice is received by SK.

11 PENALTY FOR DELAY

If the final delivery is not approved and this is not due to circumstances attributable to the AREC and SK, or the circumstances mentioned in paragraph 14, then a daily penalty will automatically take effect. This daily fine is equal to 0.15 per cent of the Agreement Price and is calculated for each calendar day for the duration of the delay up to a maximum of 60 days.


As long as the daily penalty is in effect, AREC and SK cannot terminate the Agreement or claim other damages for the delay. This limitation does, however, not apply if the Contractor, or anyone he is responsible for, has failed to give notice, or the delay is due to willful intent or gross negligence on the part of the Contractor or anyone he is responsible for.

12 AMENDMENTS

Amendments to this Contract shall be handled using a template **in Annex X**; be numbered and duly signed.

13 TERMINATION

Unless otherwise agreed, the one Party is entitled to terminate the Agreement with immediate effect by notifying the other party when the other party is in substantial breach of the Agreement.

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SK shall with 30 days notice have the right to terminate the Agreement in whole or in part by written notice to the Contractor.

The termination notice shall

- State the reasons for the termination,
- State the date on which the termination will take effect, and
- Instruct the Contractor how to proceed in the circumstances.

In the case where the termination is not caused by a breach of the Agreement by the Contractor, SK shall pay to the Contractor:

- The unpaid balance due to the Contractor for that part of the Work already performed;
- All documented necessary termination charges and administration costs incurred by the Contractor in connection with the termination.

SK is entitled to terminate the Agreement with immediate effect when the Contractor becomes insolvent.

14 FORCE MAJEURE

In the event of any delay in performance by either Party, due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts beyond the reasonable control of such Party, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof. The performance of such obligation by the Party affected thereby shall be suspended during such delay.

Upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected Party shall immediately rectify such delay in performance. If such delay pertains to a material obligation of the Party affected and such delay exceed 6 (six) months, either Party shall be entitled to terminate this Agreement by written notice to the other.

15 ASSIGNMENT

The Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Party.

16 CHOICE OF LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed exclusively in accordance with Norwegian law.

Any disputes arising concerning the implementation or interpretation of this Agreement shall be attempted resolved by negotiations between the parties with the purpose of securing a successful implementation of the Project. If such negotiations fail to resolve the dispute within 3 months, then either of the parties may demand that the matter shall be resolved with final effect by Norwegian courts.

Correct legal venue is the City Court of Oslo, Norway.